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FORSYTH CO. NC FEE \$26.00
 PRESENTED & RECORDED
 03/17/2016 10:16:04 AM
 C. NORMAN HOLLEMAN
 REGISTER OF DEEDS
 BY: S L POINDEXTER
 DPTY

BK: RE 3276**PG: 1105 - 1115****APPOINTMENT OF SUBSTITUTE TRUSTEE**

RE: Mortgagor(s):	<u>Michael N. Absher</u>
Trustee:	<u>Union Service Corporation</u>
Mortgagee:	<u>Union Mortgage Group, Inc</u>
Dated:	<u>November 25, 2009</u>
Recorded:	<u>November 25, 2009</u>
Book:	<u>RE 2922</u> Page: <u>4238</u>
Substitute Trustee:	<u>Trustee Services of Carolina, LLC</u>
Current Beneficiary:	<u>Wilmington Trust, National Association, not in its individual capacity but solely as trustee for VM Trust Series 2, a Delaware statutory trust</u>

File Number: 11-18516-FC03

STATE OF NORTH CAROLINA)
)
 COUNTY OF Forsyth)

APPOINTMENT OF SUBSTITUTE TRUSTEE

Prepared by and return to:
Brock & Scott, PLLC
5431 Oleander Drive, Suite 200
Wilmington, NC 28403

TAKE NOTICE THAT WHEREAS, ***Michael N. Absher*** executed a Deed of Trust in the amount of ***\$93,279.00*** conveying the property therein to ***Union Service Corporation***, Trustee, in favor of ***Union Mortgage Group, Inc.*** its successors and assigns, as Lender/Mortgagee, with Mortgage Electronic Registration Systems, Inc. as Beneficiary, as security for said Note, which Deed of Trust is ***dated November 25, 2009 and recorded on November 25, 2009 in Book RE 2922 at Page 4238*** in the Public Registry of ***Forsyth*** County, North Carolina (the "Deed of Trust"); and,

WHEREAS, Wilmington Trust, National Association, not in its individual capacity but solely as trustee for VM Trust Series 2, a Delaware statutory trust ("Holder") is the holder of the Note secured by the Deed of Trust and wishes to remove the said Trustee; and,

WHEREAS, the Deed of Trust provided that "Holder", its successors or assigns, may for any reason remove the Trustee and appoint his/her successor; and,

11-18516 - Absher

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submitted electronically by "Brock & Scott, PLLC FC"
 in compliance with North Carolina statutes governing recordable documents
 and the terms of the submitter agreement with the Forsyth County Register of Deeds.

APPOINTMENT OF SUBSTITUTE TRUSTEE

WHEREAS, "Holder" now desires to exercise its right to remove the Trustee and any subsequent successor trustee and name **Trustee Services of Carolina, LLC** his/her successor as Substitute Trustee his/her successor (if more than one party is appointed, any party may act);

NOW THEREFORE, "Holder" does hereby remove the Trustee and any subsequent successor trustee in the Deed of Trust **dated November 25, 2009 and recorded on November 25, 2009 in Book RE 2922 at Page 4238**, in the Public Registry of **Forsyth** County, and does hereby appoint **Trustee Services of Carolina, LLC** as his/her successor as Substitute Trustee. The Substitute Trustee shall have all the rights, powers, duties, obligations and privileges conferred by the Deed of Trust on the Trustee.

Should the undersigned become the last and highest bidder at the foreclosure sale, the Substitute Trustee is hereby authorized to transfer and assign said bid and to convey title to said foreclosure property to whomsoever the undersigned shall authorize. The statement in the Substitute Trustee's Deed that the undersigned has requested transfer of its bid to Grantee(s) in the Substitute Trustee's Deed shall be binding on the undersigned and conclusive evidence in favor of the assigned or other parties hereto, that the Substitute Trustee was duly authorized and empowered to execute same.

IN WITNESS WHEREOF, "Holder" has caused these presents to be executed in its name by its authorized signer, this 8th day of March, 20 16.

*New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing
as Attorney in Fact for Wilmington Trust, National
Association, not in its individual capacity but solely as trustee
for VM Trust Series 2, a Delaware statutory trust*

By: Jana Love
Printed Name: Jana Love
Title: Foreclosure Specialist

STATE OF Texas)
COUNTY OF Harris)

I, Chelsea Arlexter Dawson, a Notary Public of Harris County and State of Texas, do hereby certify that Jana Love personally came before me this day and acknowledged that he/she is the Foreclosure Specialist of New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing as Attorney in Fact for Wilmington Trust, National Association, not in its individual capacity but solely as trustee for VM Trust Series 2, a Delaware statutory trust, and that he/she, as Foreclosure Specialist, being authorized to do so, executed the foregoing in the capacity indicated.

WITNESS my hand and official seal this 8 day of March, 20 16.

Chelsea Arlexter Dawson

Notary Public
(NOTARY SEAL)

9.11.2019
My Commission expires

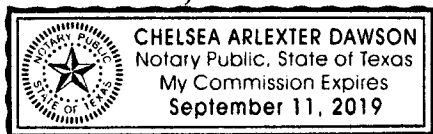


Exhibit A

Purpose of Document:

The attached is a Corporate Resolution document that was provided by the lender. It permits individuals with titles that are lesser than Assistant Vice President, to sign on the company's behalf. This document is necessary in order to validate the signature block of the Substitution of Trustee.

Considering only the name referenced in the signature block, pertains to this loan, then all of the additional names listed in the attachment do not require indexing with the county.

WRITTEN CONSENT
OF
REQUISITE MEMBERS OF THE BOARD OF MANAGERS
OF
NEW PENN FINANCIAL, LLC

March 1, 2014

The undersigned, constituting not less than a majority of the members of the Board of Managers (the "Board") of New Penn Financial LLC, a limited liability company organized and existing under the laws of the State of Delaware (the "Company"), do hereby consent, pursuant to Section 18-404(d) of the Delaware Limited Liability Company Act, as amended from time to time (the "Act"), and Section 2.12 of the Amended and Restated Limited Liability Company Agreement of the Company, dated as of October 31, 2011, as amended from time to time (the "LLC Agreement"), to the adoption of the resolutions set forth herein and that such action be taken without a meeting pursuant to the Act and the LLC Agreement. Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the LLC Agreement.

Establishment of Offices; Appointment of Officers

WHEREAS, by Resolutions dated October 7, 2010, March 1, 2013 and January 1, 2014 duly adopted by the Board (together, the "Prior Resolutions"), the Board established senior and general offices of the Company and appointed certain persons to such offices, which Prior Resolutions remain in full force and effect as of the date hereof (except with respect to any persons who have left the employ of the Company or except as to any persons whose appointments have been terminated);

WHEREAS, the Chief Executive Officer/President of the Company has recommended the establishment of certain additional senior and general offices of the Company's Servicing Division (doing business as Shellpoint Mortgage Servicing ("SMS")) and the appointment of certain persons to the senior and general offices of the Company (including SMS) as set forth on Exhibit A hereto;

WHEREAS, a majority of the members (a "Majority") of the Board has determined it to be in the best interest of the Company to establish the additional offices for SMS as set forth herein and to appoint each such person to the senior or general office of the Company as set forth opposite such persons name on Exhibit A hereto.

NOW THEREFORE BE IT RESOLVED, that the Company have senior officers acting on behalf of the SMS in such capacities and with such authority and duties as set forth below:

(1) Executive Vice President - Servicing Division: The Executive Vice President- Servicing Division shall be responsible for overseeing daily operations with respect to the SMS, and shall report to the executive responsible for SMS ("SMS Executive"). The Executive Vice President- Servicing Division

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shall be authorized to make decisions on daily, routine matters in his/her functional areas of responsibility. The Executive Vice President-Servicing Division shall have the authority to contractually obligate the Company (doing business as SMS) in accordance with written Company policies or specific permission approved by the SMS Executive, Chief Executive Officer/President of the Company and/or the Board, as applicable in accordance with the LLC Agreement. To the extent in accordance with the preceding sentence, the Executive Vice President -Servicing Division has the authority to execute all contracts, agreements, certificates and other documents relating to servicing of mortgage loans, the acquisition or disposition of mortgage loan servicing rights, and related matters, including, but not limited to, non-disclosure agreements, mortgage servicing rights purchase or sale agreements, and servicing, sub-servicing or special servicing agreements, and to do and perform, or cause to be done and performed, all such acts, deeds and things and to make, execute and deliver or cause to be made, executed and delivered all such agreements, undertakings, documents, instruments or certificates in the name and on behalf of the Company (doing business as SMS) or otherwise as such officer may deem necessary or appropriate to effectuate or carry out fully the purpose and intent of any of the foregoing and to be in the best interest of SMS (as conclusively evidenced by the taking of such action or the execution and delivery of such agreements, undertakings, documents, instruments or certificates, as the case may be, by or under the direction of such officer).

(ii) Senior Vice President - Default Administration - Servicing Division: The Senior Vice President- Default Administration - Servicing Division shall be responsible for mortgage loan default operations of SMS, and shall report to the SMS Executive and Executive Vice President -Servicing Division. The Senior Vice President- Default Administration - Servicing Division shall be authorized to make decisions on daily, routine matters in his/her functional areas of responsibility. The Senior Vice President- Default Administration - Servicing Division shall have the authority to contractually obligate the Company (doing business as SMS) in accordance with written Company policies or specific permission approved by the SMS Executive, Chief Executive Officer/President of the Company and/or the Board, as applicable in accordance with the LLC Agreement. To the extent in accordance with the preceding sentence, the Senior Vice President - Default Administration - Servicing Division has the authority to execute all contracts, agreements, certificates and other documents relating to the servicing or administration of defaulted loans, and related matters; including, but not limited to, modification agreements, assignments, release of liens, and documents relating to bankruptcy or foreclosure actions, and to do and perform, or cause to be done and performed, all such acts, deeds and things and to make, execute and deliver or cause to be made, executed and delivered all such agreements, undertakings, documents, instruments or certificates in the name and on behalf of the Company (doing business as SMS) or otherwise as such officer may deem necessary or appropriate to effectuate or carry out fully the purpose and intent of any of the foregoing and

to be in the best interest of SMS (as conclusively evidenced by the taking of such action or the execution and delivery of such agreements, undertakings, documents, instruments or certificates, as the case may be, by or under the direction of such officer).

(iii) Vice President - Collections & Customer Service - Servicing Division: The Vice President- Collections & Customer Service- Servicing Division shall be responsible for mortgage loan collections and customer service operations of SMS, and shall report to the SMS Executive and Executive Vice President -Servicing Division. The Vice President- Collections & Customer Servicer - Servicing Division shall be authorized to make decisions on daily, routine matters in his/her functional areas of responsibility. The Vice President- Collections & Customer Service - Servicing Division shall have the authority to contractually obligate the Company (doing business as SMS) in accordance with written Company policies or specific permission approved by the SMS Executive, Chief Executive Officer/President of the Company and/or the Board, as applicable in accordance with the LLC Agreement. To the extent in accordance with the preceding sentence, the Vice President -Collections & Customer Service - Servicing Division has the authority to execute all contracts, agreements, certificates and other documents relating to the loan collection and customer service for SMS, and related matters; and to do and perform, or cause to be done and performed, all such acts, deeds and things and to make, execute and deliver or cause to be made, executed and delivered all such agreements, undertakings, documents, instruments or certificates in the name and on behalf of the Company (doing business as SMS) or otherwise as such officer may deem necessary or appropriate to effectuate or carry out fully the purpose and intent of any of the foregoing and to be in the best interest of SMS (as conclusively evidenced by the taking of such action or the execution and delivery of such agreements, undertakings, documents, instruments or certificates, as the case may be, by or under the direction of such officer).

(iv) Assistant Vice President - Loan Boarding & Investor Reporting - Servicing Division: The Assistant Vice President-Loan Boarding & Investor Reporting- Servicing Division shall be responsible for boarding mortgage loans for servicing and for investor reporting in SMS, and shall report to the SMS Executive and the Executive Vice President - Servicing Division. The Assistant Vice President- Loan Boarding & Investor Reporting- Servicing Division shall be authorized to make decisions on daily, routine matters in his/her functional areas of responsibility. The Assistant Vice President-Loan Boarding & Investor Reporting- Servicing Division shall have the authority to contractually obligate the Company (doing business as SMS) in accordance with written Company policies or specific permission approved by the SMS Executive, Chief Executive Officer/President of the Company and/or the Board, as applicable in accordance with the LLC Agreement. To the extent in accordance with the preceding sentence, the Assistant Vice President-Loan Boarding & Investor Reporting- Servicing Division has the authority to execute all contracts, agreements,

certificates and other documents relating to the boarding of loans for servicing or servicing investor reporting, and to do and perform, or cause to be done and performed, all such acts, deeds and things and to make, execute and deliver or cause to be made, executed and delivered all such agreements, undertakings, documents, instruments or certificates in the name and on behalf of the Company (doing business as SMS) or otherwise as such officer may deem necessary or appropriate to effectuate or carry out fully the purpose and intent of any of the foregoing and to be in the best interest of SMS (as conclusively evidenced by the taking of such action or the execution and delivery of such agreements, undertakings, documents, instruments or certificates, as the case may be, by or under the direction of such officer).

(v) Authorized Signatory - Loan Administration, Loss Mitigation, Bankruptcy, Foreclosure & REO - Servicing Division - Each Authorized Signatory shall have the authority to execute all contracts, agreements, certificates and other documents relating to collections, loan administration activities, loss mitigation activities, proceedings in bankruptcy affecting serviced mortgage property, foreclosure actions, electronic recording of ownership of mortgages and mortgage servicing rights (through MERS and otherwise) and real estate owned management, as indicated by designation of functional area of responsibility next to such person's name, and to do and perform, or cause to be done and performed, all such acts, deeds and things and to make, execute and deliver or cause to be made, executed and delivered all such agreements, undertakings, documents, instruments or certificates in the name and on behalf of the Company (doing business as SMS).

FURTHER RESOLVED, that a Majority of the Board hereby approve the appointment of each of the persons named on Exhibit A attached hereto to the senior or general offices of the Company set forth opposite each such person's name, with such appointment to be effective as of the date hereof, authorizing each such person to serve in such capacities (subject to the LLC Agreement) until his/her termination of employment or until his/her successor has been duly elected and qualified, whichever is earlier; and it is

FURTHER RESOLVED, that all actions heretofore taken by any of the foregoing officers on behalf of the Company be, and they hereby are, approved, adopted, ratified and confirmed in all respects.

FURTHER RESOLVED, that this written consent of the Board of New Penn Financial LLC may be executed in counterparts and by facsimile and pdf, each of which shall be an original and all of which, when taken together, shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned members of the Board have set their hands
hereto effective as of the date first written above.

B. J. Williams
Bruce J. Williams

S. I. Sanders
Saul I. Sanders

J. Schiano
Jerry Schiano

EXHIBIT A

<u>Name</u>	<u>Office</u>
██████████	Secretary ¹
██████████	Assistant Secretary
██████████	Executive Vice President –Servicing Division
██████████	Sr. Vice President – Default Administration -Servicing Division
██████████	Vice President-Collection & Customer Service-Servicing Division
██████████	Asst. Vice President-Loan Boarding & Investor Reporting – Servicing Division
██████████	Director Legal Affairs – Servicing Division & Assistant Secretary
██████████	Authorized Signatory – SMS Loan Administration & Portfolio Management
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██████████	Authorized Signatory – SMS Loan Administration - MERS Authorized Signatory – SMS Servicing Division
██████████	Authorized Signatory – SMS Loss Mitigation & REO Authorized Signatory – SMS Loss Mitigation
██████████	Authorized Signatory – SMS Fulfillment Authorized Signatory – SMS Fulfillment Authorized Signatory – SMS Fulfillment

¹ Mr. Egan remains the Company's Chief Financial Officer, and, with his appointment hereby, the Secretary of the Company.



Authorized Signatory – SMS Foreclosure
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