

REQUEST FOR MITIGATION

To: City of Key West
Code Compliance Division
3139 Riviera Drive
Key West, FL 33040
Phone: 305-809-3740 - Fax: 305-809-3739

Case #: 10-397

As owner, I, Bank of America am
requesting that the Special Magistrate consider mitigating the accrued fines
at (address) 3317 Eagle Avenue Key West FL 33040.


The amount of the fine is (~)

\$ \$9,500.00. I am offering

\$ \$2,500.00 to settle the above fine.

- I will represent myself at the Mitigation Hearing
- My Attorney _____ will represent me at the
Mitigation Hearing and is empowered to negotiate the above fine.
- My representative Rick Lively, with
attached Power of Attorney, is empowered to negotiate the amount of
the fine.

This document must be received at least 15 days prior to the Hearing.



Signature of Owner

11-04-2011
Date

(reserved for recording date)

LIMITED POWER OF ATTORNEY

Know that BANK OF AMERICA, N.A. ("Servicer"), does hereby make, constitute, and appoint U.S. REAL ESTATE SERVICES, INC., ("USRes") a California corporation having offices at 22520 Commercecentre Drive, 2nd Floor, , Lake Forest, CA 92630 ("USRES"), for Servicer's benefit and in Servicer's name, place, and stead, as Servicer's true and lawful attorney-in-fact, with full power of substitution;

Servicer hereby grants to the aforementioned attorney-in-fact authority to act in any manner necessary and proper to exercise only the following powers as fully as Servicer might or could do and perform by itself:

1. In the name of Servicer, to execute for Servicer those documents reasonably necessary to manage, market, sell or dispose of properties that are owned or under the control of Servicer ("REO Properties") consistent with the terms of the Statement of Work agreed to by Servicer and USRES.
2. Servicer expressly does not authorize USRES or any of its agents or employees to execute any deed or other document transferring title, in whole or in part, to any REO Properties to any third parties, including but not limited to USRES.

Servicer acknowledges that USRES may have performed the same or similar services for Servicer under previous authorities granted by Servicer, whether by prior written agreement or oral manifestations of intent. Servicer hereby ratifies USRES's previous exercise of signing authority consistent with the obligations of USRES in providing services to Servicer.

This Limited Power of Attorney shall be effective June 3, 2011, and shall continue until the earliest of: (a) the date of its revocation by Servicer; (b) the date USRES shall have become bankrupt, dissolved, insolvent, or liquidated (c) with respect to each individual named as an attorney-in-fact, when such Power of Attorney is revoked by Servicer for such individual; and (d) with respect to each individual named as an attorney-in-fact, when such individual ceases to be employed by USRES; it being expressly acknowledged by Servicer that any such acts as may have been performed by the aforementioned attorney-in-fact pursuant to the Limited Power of Attorney on or prior to the date immediately preceding listed events (a) through (d) shall be and remain binding and effective as if any such event or events had not occurred.

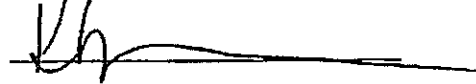
This Limited Power of Attorney shall apply only to those individuals listed as attorney in fact on Exhibit A to this agreement, or as otherwise agreed to in writing by an authorized officer of Servicer.

This instrument is to be construed and interpreted as a Limited Power of Attorney regarding solely those REO Properties for which Servicer has retained USRES to provide services. The enumeration of specific items, acts, rights and powers is not intended to, nor does it give rise to and it is not to be construed as a general power of attorney. Notwithstanding anything herein to the contrary, use of this Limited Power of Attorney is restricted to use in connection with REO Properties for which USRES is providing services to Servicer, and is limited to those actions reasonable and necessary for USRES to carry out the provisions of the Agreements in accordance with the terms thereof, applicable law, and accepted practices of prudent service providers.

IN WITNESS WHEREOF, BANK OF AMERICA, N.A., by and through its duly authorized officers, has caused this Limited Power of Attorney to be executed and subscribed in its name as of JUN 03 2011, 2011.

BANK OF AMERICA, N.A.

BY:

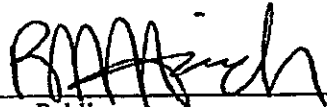


Name: **KIMBERLY G DAWSON**

Its: **Vice President**

County of Collin }
State of Texas } ss.

Acknowledged before me on JUN 03 2011, 2011, by KIMBERLY G DAWSON, who says that s/he is the Vice President of the corporation named above and is authorized to execute this power of attorney in its behalf.



Notary Public

Seal:



Exhibit A
Attorneys-in-fact under the Limited Power of Attorney

Joseph Baletto (Offer Department Supervisor)
Brett Wheeler (Contracts Processing)
Stephanie Vo (Title Supervisor)
Kristin Peterson (Closing Supervisor)
Dleesaa Aviles (Closing Supervisor)
Sheila Kashanian (Evictions Supervisor)
Jennifer Bullock (Account Manager)
Kiann Suess (VP REO)
Michael Bull (CFO)