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2015 069646

STATE OF INDIANA
LAKE COUNTY
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MICHAEL B. BROWN
RECORDER

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LIMITED POWER OF ATTORNEY

RECORD 1ST

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LIMITED POWER OF ATTORNEY

This Limited Power of Attorney is made in connection with that certain Master Trust Agreement for the CMLTI Asset Trust, dated as of April 1, 2011 (the "Trust Agreement"), by and among Citigroup Global Markets Realty Corp. as initial depositor (the Initial Depositor), Citibank, N.A., not in its individual capacity but solely as certificate trustee (the "Trustee"), and Citigroup Trust - Delaware, N.A. not in its individual capacity but solely as Delaware trustee (the "Delaware Trustee"), the flow SubServicing Agreement, dated as of November 1, 2008 (the "Servicing Agreement") among Citigroup Global Markets Realty Corp. ("CGMRC") and Fay Servicing, LLC (the "Servicer") and that certain joinder to Servicing Agreement dated as of April 25, 2011 (the "Joinder Agreement") among CMLTI Asset Trust (the "Joinder Owner"), for the benefit of the Servicer and CGMRC (the "Initial Owner") (collectively the "Agreements").

KNOW ALL MEN BY THESE PRESENTS, Citibank, N.A., a national banking association and having an office for the conduct of business in New York, New York, solely in its capacity as Trustee under the Trust Agreement and not in its individual corporate capacity, hereby constitutes and appoints Fay Servicing, LLC, as its true and lawful attorney-in-fact, in its name, place and stead and for its use and benefit, to execute and acknowledge in writing or by facsimile stamp or otherwise all documents customarily and reasonably necessary and appropriate for the tasks described in items (i) through (x) below relating to certain mortgage loans (the "Loans") serviced by Fay Servicing, LLC, as a Servicer under the Servicing Agreement. These Loans are comprised of Mortgages, Deeds of Trust, Deeds to Secure Debt, Co-ops and other forms of Security Instruments (collectively the "Security Instruments") and the notes secured thereby (the "Notes").



- i. The Substitution of Trustee(s) in Deeds of Trust and/or Deeds to Secure Debt in the name of the undersigned, as Trustee,
- ii. The Extension and/or Renewal of Financing Statements in the name of the undersigned, as Trustee,
- iii. The Satisfaction, Assignment and/or Release of Security Instruments and/or Financing Statements in the name of the undersigned, as Trustee, or the issuance of Deeds of Reconveyance upon payment in full and/or discharge of the Notes secured thereby,
- iv. The Modification and/or Partial Release of Security Instruments, including the subordination of a Security Instrument to an easement in favor of an entity with powers of eminent domain.
- v. The Assumption of Security Instruments and the Notes secured thereby,
- vi. The right to collect, accelerate, initiate suit on and/or foreclose all Loans, and
- vii. The right to manage, sell, convey or transfer the real and/or personal property specified in the Security Instruments.
- viii. The endorsement of loss payable drafts or other checks that are necessary to effectuate proper servicing of the loan or repairs to the real property encumbered by the Security Instrument.
- ix. The registration of loan collateral and real estate owned with municipalities, counties, states, and other governmental entities as required by law, including



without limitation, the execution of documents, forms, and other instruments necessary to comply with such law and/or to preserve loan collateral and real estate owned.

- x. To the extent permitted by law, the appearance in legal and administrative proceedings, actions, disputes, and matters concerning loan collateral and real estate owned, and the execution of documents necessary to effectuate such appearance, including without limitation, affidavits, pleadings, settlements, agreements, stipulations, and letters of consent.

The undersigned gives to said attorney-in-fact full power and authority to execute such instruments as if the undersigned were personally present, hereby ratifying and confirming all that said attorney-in-fact shall lawfully do or cause to be done by authority hereof. The undersigned also gives to said attorney-in-fact full power and authority to appoint by subsequent power of attorney a subservicer (a "Subservicer") to act in its stead so long as the Trustee is given prior notice of such appointment. The undersigned also has the power to delegate the authority given to it by Citibank, N.A., as Trustee, under this Limited Power of Attorney, for purposes of performing its obligations and duties by executing such additional Powers of Attorney in favor of its attorneys-in-fact as are necessary for such purpose. The Servicer's attorneys-in-fact shall have no greater authority than that held by the Servicer. The Servicer shall remain liable for any acts taken or omitted by its attorneys-in-fact. The Servicer further agrees to indemnify and hold the Trustee and its directors, officers, employees and agents harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by reason or result of or in connection with such additional Powers of Attorney given by the Servicer in favor of its agents or attorneys-in-fact. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the Agreements or the earlier resignation or removal of the Trustee under the Trust Agreement. Third parties without actual notice may rely upon the power granted to said attorney-in-fact under this Limited Power of Attorney and may assume that, upon the exercise of such power, all conditions precedent to such exercise of power have been satisfied and this Power of Attorney has not been revoked unless an Instrument of Revocation has been recorded.

Nothing contained herein shall be construed to grant the Servicer the power to initiate or defend any suit, litigation or proceeding brought against Citibank, N.A. as Trustee for the trust, except as specifically provided for herein. If the Servicer receives any notice of suit, litigation or proceeding in the name of Citibank, N.A. as Trustee, then the Servicer shall forward a copy of same to the Trustee within a reasonable period of time.

This Limited Power of Attorney is not intended to extend the powers granted to the Servicer under the Agreements or to allow the Servicers to take any action with respect to Mortgages, Deeds of Trust or Mortgage Notes not authorized by the Agreements. Notwithstanding anything contained herein to the contrary, the Servicer shall not, without the Trustee's written consent, and such consent shall not be unreasonably withheld: (i) initiate any action, suit or proceeding directly relating to the servicing of a Loan solely under the Trustee's name without indicating the Servicer in its applicable, representative capacity, so long as the jurisdictional and procedural rules will allow for this insertion to occur, (ii) initiate any action, suit or proceeding not directly relating to the servicing of a Loan solely under the Trustee's name, (iii) engage counsel to represent the Trustee in any action, suit or proceeding not directly relating to the servicing of a Loan, or (iv) prepare, execute or deliver any government filings, forms, permits, registrations or other documents or take any action with the intent to cause, and that actually causes, the Trustee to be registered to do business in any state.

The Servicer hereby agrees to indemnify and hold the Trustee and its directors, officers, employees and agents harmless from and against any and all liabilities, obligations, losses,





damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by reason or result of or in connection with the exercise by the Servicer of the powers granted to it hereunder. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the Agreements or the earlier resignation or removal of the Trustee under the Trust Agreement.

This limited power of attorney has been executed and is effective as of this 21st day of May 2015 and the same and any subsequent limited power of attorney given to any Subservicer or attorneys-in-fact shall terminate on the date that is the earlier of (i) one year from the date hereof and (ii) the occurrence of any of the following events or until revoked in writing by the undersigned provided, that so long as none of the following events below have occurred or continuing, the Trustee shall execute and deliver a replacement power of attorney:

- i. the suspension or termination of Fay Servicing, LLC as the Servicer with respect to the Loans serviced under the Servicing Agreement,
- ii. the transfer of servicing from Fay Servicing, LLC to another Servicer with respect to the Loans serviced under the Servicing Agreement,
- iii. the appointment of a receiver or conservator with respect to the business of the attorney-in-fact or Fay Servicing, LLC, or
- iv. the filing of a voluntary or involuntary petition of bankruptcy by the attorney-in-fact, Fay Servicing, LLC, or any of their creditors.

Notwithstanding the foregoing, the power and the authority given to said attorney-in-fact, Subservicer or the Servicer's attorney-in-fact under this Limited Power of Attorney shall be revoked with respect to the Agreements and the Loans subject thereto upon the occurrence of:

- i. the suspension or termination of Fay Servicing, LLC as the Servicer; or
- ii. the transfer of servicing from Fay Servicing, LLC to another Servicer.

Nothing contained herein shall be deemed to amend or modify the Agreements or the respective rights, duties or obligations of the Trustee or Fay Servicing, LLC thereunder, and nothing herein shall constitute a waiver of any rights or remedies thereunder.

If this limited power of attorney is revoked or terminated for any reason whatsoever, a limited power of attorney given by the Servicer to any Subservicer or attorneys-in-fact shall be deemed to be revoked or terminated at the same time.

This Limited Power of Attorney is entered into and shall be governed by the laws of the State of New York, without regard to conflicts of law principles of such state.

This Limited Power of Attorney supersedes all prior powers of attorney given by the undersigned to Fay Servicing, LLC for the Loans, and all such powers and the authority granted thereunder are hereby revoked effective as of the date of recording of this Limited Power of Attorney.





BK **2605** PG **516**

Fay Servicing, LLC
as Servicer

Citibank, N.A.,
as Trustee

[Signature]
Name: _____
Title: **Vice President**

[Signature]
Name: John Hannon
Title: Vice President

Witness:
[Signature]
Name: **MARISLA GARCIA**
Title: **Loan Service Processing Specialist**

Witness:
[Signature]
Name: Cirino Emanuele
Title: Vice President

[Signature]
Name: **James Pacente**
Title: **Service Processing Specialist**

[Signature]
Name: Louis Piscitelli
Title: Vice President



STATE OF NEW YORK)
COUNTY OF NEW YORK)

**This Document is the property of
the Lake County Recorder!**

On May 21, 2015, before me, a Notary Public in and for said State, personally appeared John Hannon, known to me to be a Vice President of Citibank, N.A. that executed the within instrument, and also known to me to be the person who executed said instrument on behalf of such corporation and acknowledged to me that such corporation executed the within instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

STATE OF IL)
COUNTY OF COOK)



On 6-5-15, before me, a Notary Public in and for said State, personally appeared James Taylor, known to me to be a Vice President of Fay Servicing, LLC that executed the within instrument, and also known to me to be the person who executed said instrument on behalf of such corporation and acknowledged to me that such corporation executed the within instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[Signature]
Notary Public

