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LIMITED POWER OF ATTORNEY (SLS)

STATE OF ILLINOIS
LAKE COUNTY
CLERK FOR RECORDS

Prepared by: Specialized Loan Servicing LLC

When recorded return to:

Specialized Loan Servicing LLC

8742 Lucent Blvd., Suite 300

Denver, CO 80129

Attention: Document Control

2015 072655

2015 OCT 28 AM 8:46

MICHAEL B. BROWN
RECORDER

LIMITED POWER OF ATTORNEY

Document is NOT OFFICIAL!
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This Limited Power of Attorney is made in connection with that certain Servicing Agreement (the "Agreement"), dated as of September 30, 2013, among Specialized Loan Servicing LLC, as a servicer (the "SLS"), RBSHD 2013-1 Trust, as issuer (the "Issuer"), Wells Fargo Bank, N.A., as paying agent, Christiana Trust, a division of Wilmington Savings Fund Society, FSB, as indenture trustee (the "Indenture Trustee"), RMS Asset Management, LLC, as credit risk manager (the "Credit Risk Manager") and Rushmore Loan Management Services LLC, as a servicer.

The Issuer hereby makes, constitutes and appoints SLS, by and through SLS's officers, the Issuer's true and lawful attorney-in-fact, in the Issuer's name, place and stead and for the Issuer's benefit, in connection with all mortgage assets serviced by SLS pursuant to the Agreement (the "Mortgage Assets") for the purpose of performing, with regard to the Mortgage Assets, such acts and executing such documents in the name of the Issuer necessary and appropriate to effectuate the following enumerated transactions on behalf of the Issuer or any of its designee or affiliates who may be appointed from time to time under the Agreement.

This appointment shall apply to the following enumerated transactions:

1. To execute, acknowledge, seal and deliver Mortgage Note endorsements, lost note affidavits, assignments of Mortgages and Deeds of Trust and other security instruments, satisfactions, releases and reconveyances of Mortgages and Deeds of Trust, subordinations, modifications, tax authority notifications and declarations, bills of sale, and other instruments of sale, conveyance and transfer, appropriately completed, with all ordinary and necessary endorsements, acknowledgments, affidavits, and supporting documents as may be necessary or appropriate to effect its execution, delivery, conveyance, recordation or filing.
2. To execute and deliver insurance filings and claims, affidavits of debt, substitutions of trustee, substitutions of counsel, non-military affidavits, notices of rescission, foreclosure deeds, transfer tax affidavits, affidavits of merit, verifications of complaints, notices to quit, bankruptcy declarations for the purpose of filing motions to lift stays, and other documents or notice filings on behalf of the Issuer in connection with insurance, foreclosure, bankruptcy and eviction actions.
3. To endorse any checks or other instruments received by SLS and made payable to the Issuer.

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4. To pursue any deficiency, debt or other obligation, secured or unsecured, including but not limited to those arising from foreclosure or other sale, promissory note or check.
5. To pursue the conveyance of properties to the mortgage insurer, or the closing of title to the property to be acquired as real estate owned, or conveyance of title to real estate owned.
6. The completion of loan assumption agreements and recordation of same.
7. To execute and deliver all instruments of satisfaction or cancellation, or of partial or full release, discharge and all other comparable instruments, with respect to the Mortgage Assets.
8. With respect to a Mortgage or Deed of Trust, the foreclosure, the taking of a deed in lieu of foreclosure, or the completion of judicial or non-judicial foreclosure or termination, cancellation or rescission of any such foreclosure, including, without limitation, any and all of the following acts:
 - The substitution of trustee(s) servicing under a Deed of Trust, in accordance with state law and the Deed of Trust;
 - The preparation and issuance of statements of breach or non-performance;
 - The preparation and filing of notices of default and/or notices of sale;
 - The cancellation/rescission of notices of default and/or notices of sale;
 - The taking of deed-in-lieu of foreclosure; and
 - The preparation and execution of such other documents and performance of such other actions as may be necessary under the terms of the Mortgage, Deed of Trust or state law to expeditiously complete the transactions in paragraph 7.a. through 7.e. above.
9. With respect to other security instruments the power to perform any other necessary acts of foreclosure and/or eviction.
10. With respect to the sale of real property acquired through a foreclosure or deed-in-lieu of foreclosure, including without limitation the execution of the following documentation:
 - Listing agreements;
 - Purchase and sale agreements;
 - Grant, warranty or quit claim deeds or any other deed causing the transfer of title to the property to a party contracted to purchase same;



- Escrow instructions; and
 - Any and all documents necessary to effect the transfer of real property.
11. The modification or amendment of escrow agreements established for repairs to the mortgaged property.
 12. The endorsement of loss drafts or other checks that are necessary to effectuate proper servicing of the Mortgage Asset.
 13. To do any other act or complete any other document deemed necessary or appropriate to service and administer the Mortgage Assets in accordance with, and subject to the terms and requirements of, the Agreement.

Nothing herein shall give any attorney-in-fact the rights or powers to negotiate or settle any suit, counterclaim or action against the Issuer.

The undersigned gives SLS full power and authority to execute such instruments and to do and perform all and every act and thing necessary and proper to carry into effect the power or powers granted by or under this Limited Power of Attorney as fully as the undersigned might or could do, and hereby does ratify and confirm to all the Limited Power of Attorney shall be effective as of the date written below.

The Issuer will not be responsible for inspection of any items being executed pursuant to this Limited Power of Attorney and as such is relying upon SLS to undertake whatever procedures may be necessary to confirm the accuracy of such items.

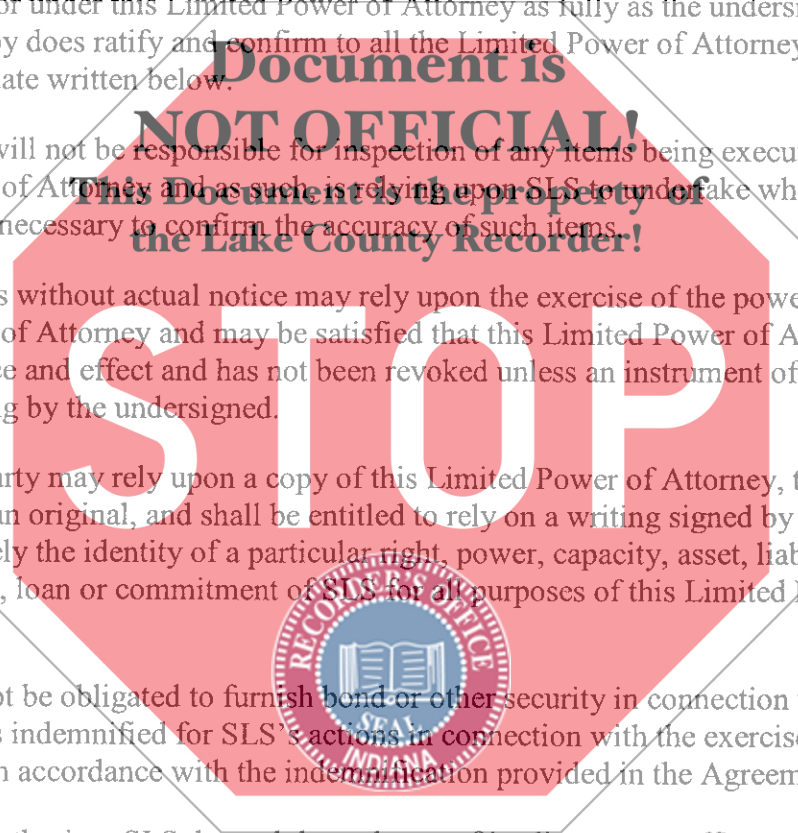
Third parties without actual notice may rely upon the exercise of the power granted under this Limited Power of Attorney and may be satisfied that this Limited Power of Attorney shall continue in full force and effect and has not been revoked unless an instrument of revocation has been made in writing by the undersigned.

Any third party may rely upon a copy of this Limited Power of Attorney, to the same extent as if it were an original, and shall be entitled to rely on a writing signed by SLS to establish conclusively the identity of a particular right, power, capacity, asset, liability, obligation, property, loan or commitment of SLS for all purposes of this Limited Power of Attorney.

SLS shall not be obligated to furnish bond or other security in connection with its actions hereunder. Issuer is indemnified for SLS's actions in connection with the exercise of the powers granted hereunder in accordance with the indemnification provided in the Agreement.

The Issuer authorizes SLS, by and through any of its directors or officers, or any other employee who is duly authorized by SLS to certify, deliver and/or record copies and originals of this Limited Power of Attorney

If any provision of this Limited Power of Attorney shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions hereof shall not be



affected thereby. 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.

Nothing contained herein shall (i) limit in any manner any indemnification provided by SLS to the Owner Trustee under the Agreement, or (ii) be construed to grant SLS the power to initiate or defend any suit, litigation or proceeding in the name of Christiana Trust, a division of Wilmington Savings Fund Society, FSB in its individual capacity. If SLS receives any notice of suit, litigation or proceeding in the name of Christiana Trust, a division of Wilmington Savings Fund Society, FSB in its individual capacity, then SLS shall promptly forward a copy of same to Christiana Trust, a division of Wilmington Savings Fund Society, FSB.

This Limited Power of Attorney is not intended to extend the powers granted to SLS under Agreement or to allow Rushmore to take any action with respect to security instruments or promissory notes (or other evidence of indebtedness) not authorized by the Indenture or the Agreement.

This Limited Power of Attorney shall be effective as of the date set forth above and shall remain in full force and effect thereafter until a written notice of revocation hereof shall have been executed by the Issuer.



IN WITNESS WHEREOF, RBSHD 2013-1 Trust, as the Issuer has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by a duly elected and authorized signatory this 17th day of November, 2014.

RBSHD 2013-1 TRUST

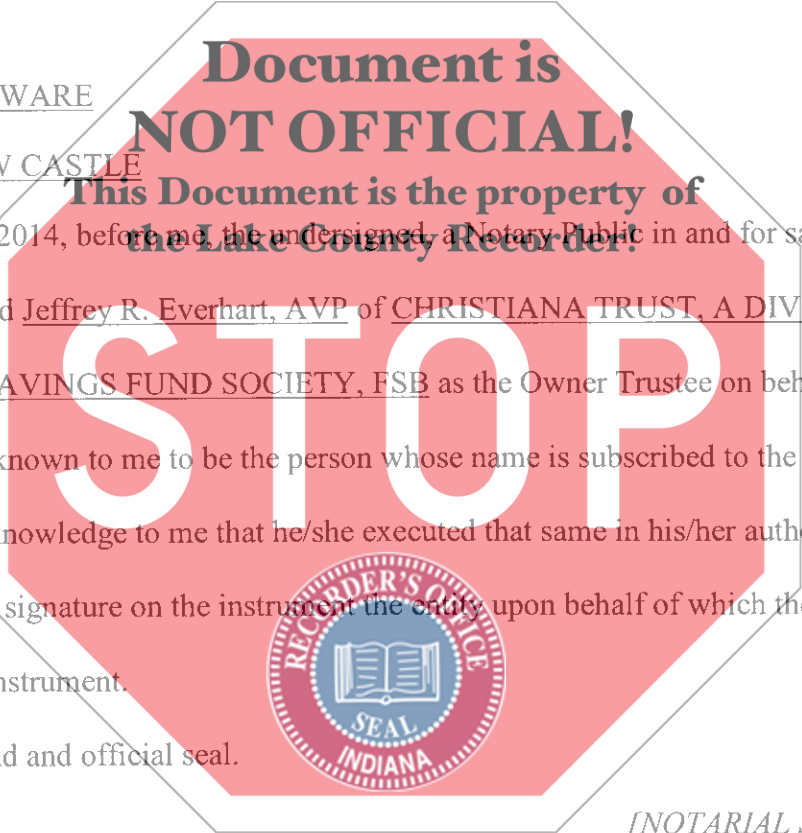
By: CHRISTIANA TRUST, A DIVISION OF WILMINGTON SAVINGS FUND SOCIETY, FSB, not in its individual capacity but solely as Owner Trustee

By: [Signature]
Name: Jeffrey R. Everhart
Title: Assistant Vice President

[Signature]
Witness: Cedric Strother

[Signature]
Witness: Karen Huffman

STATE OF DELAWARE
COUNTY OF NEW CASTLE



On November 14, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared Jeffrey R. Everhart, AVP of CHRISTIANA TRUST, A DIVISION OF WILMINGTON SAVINGS FUND SOCIETY, FSB as the Owner Trustee on behalf of the Issuer, personally known to me to be the person whose name is subscribed to the within instrument and acknowledge to me that he/she executed that same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted and executed the instrument.

WITNESS my hand and official seal.

[NOTARIAL SEAL]

[Signature]
Notary Public
My Commission Expires: April 24, 2016

