

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2016 016791

2016 MAR 21 AM 8:36

MICHAEL B. BROWN
RECORDER

7

When Recorded Mail To:
T.D. Service Company
Attn: LR Department (Cust# 717)
4000 W Metropolitan Dr., Suite 400
Orange, CA 92868

Service No. 4283063 ~~TT~~ / Loan No. 31399

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LIMITED POWER OF ATTORNEY**

STOP



AMOUNT \$ 23
CASH CHARGE
CHECK# 3161277, 3173559
OVERAGE _____
COPY _____
NON-CONF _____
DEPUTY CP LE

When Recorded Return to:
 Attn: LR Department (Cust: 717)
 T.D. Service Company
 4000 W. Metropolitan Drive, Suite 400
 Orange, CA 92868

2015-0201776

05/14/2015 11:40 AM Fee: \$ 27.00

Page 1 of 5

Recorded in Official Records
 County of Riverside
 Peter Aldana
 Assessor-County Clerk-Recorder



Document drafted by and
 RECORDING REQUESTED BY:
 Fay Servicing, LLC
 440 S. LaSalle St.
 Suite 2000
 Chicago, IL 60605

423					R	A	Exam: 309		
Page	DA	PCOR	Misc	Long	RFD	1st Pg	Adtl Pg	Cert	CC
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~~4283063 DTI~~

4283063 DTI

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314.50

Each of the trusts identified on the attached Schedule A (the "Trusts"), by and through U.S. Bank National Association, a national banking association organized and existing under the laws of the United States and having an office at 60 Livingston Avenue, EP-MN-WS3D, St. Paul, MN 55107, not in its individual capacity but solely as Trustee ("Trustee"), hereby constitutes and appoints Fay Servicing, LLC ("Servicer"), and in its name, aforesaid Attorney-In-Fact, by and through any officer appointed by the Board of Directors of Servicer, to execute and acknowledge in writing or by facsimile stamp all documents customarily and reasonably necessary and appropriate for the tasks described in the items (1) through (11) below; provided however, that the documents described below may only be executed and delivered by such Attorneys-In-Fact if such documents are required or permitted under the terms of the related servicing agreements and no power is granted hereunder to take any action that would be adverse to the interests of U.S. Bank National Association. This Limited Power of Attorney is being issued in connection with Servicer's responsibilities to service certain mortgage loans (the "Loans") held by U.S. Bank National Association, as Trustee. These Loans are secured by collateral comprised of Mortgages, Deeds of Trust, Deeds to Secure Debt and other forms of Security instruments (collectively the "Security Instruments") encumbering any and all real and personal property delineated therein (the "Property") and the Notes secured thereby.

1. Demand, sue for, recover, collect and receive each and every sum of money, debt, account and interest (which now is, or hereafter shall become due and payable) belonging to or claimed by the Trustee, and to use or take any lawful means for recovery by legal process or otherwise, including but not limited to the substitution of trustee serving under a Deed of Trust, the preparation and issuance of statements of breach, notices of default, and/or notices of sale, accepting deeds in lieu of foreclosure, evicting (to the extent allowed by federal, state or local laws) foreclosing on the properties under the Security Instruments by judicial or non-judicial foreclosure, actions for temporary restraining orders, injunctions, appointments of receiver, suits for waste, fraud and any and all other tort, contractual or

- verifications in support thereof, as may be necessary or advisable in any bankruptcy action, state or federal suit or any other action.
2. Execute and/or file such documents and take such other action as is proper and necessary to defend the Trustee in litigation and to resolve any litigation where the Servicer has an obligation to defend the Trustee, including but not limited to dismissal, termination, cancellation, rescission and settlement.
 3. Transact business of any kind regarding the Loans, as the Trustee's act and deed, to contract for, purchase, receive and take possession and evidence of title in and to the Property and/or to secure payment of a promissory note or performance of any obligation or agreement relating thereto.
 4. Execute, complete, indorse or file bonds, notes, mortgages, deeds of trust and other contracts, agreements and instruments regarding the Borrowers and/or the Property, including but not limited to the execution of estoppel certificates, financing statements, continuation statements, releases, satisfactions, assignments, loan modification agreements, payment plans, waivers, consents, amendments, forbearance agreements, loan assumption agreements, subordination agreements, property adjustment agreements, management agreements, listing agreements, purchase and sale agreements and other instruments pertaining to mortgages or deeds of trust, and execution of deeds and associated instruments, if any, conveying the Property, in the interest of the Trustee.
 5. Endorse on behalf of the undersigned all checks, drafts and/or other negotiable instruments made payable to the undersigned.
 6. Execute any document or perform any act in connection with the administration of any PMI policy or LPMI policy, hazard or other insurance claim relative to the Loans or related Property.
 7. Execute any document or perform any act described in items (3), (4), and (5) in connection with the termination of any Trust as necessary to transfer ownership of the affected Loans to the entity (or its designee or assignee) possessing the right to obtain ownership of the Loans.
 8. subordinate the lien of a mortgage, deed of trust, or deed to secure debt (i) for the purpose of refinancing Loans, where applicable, or (ii) to an easement in favor of a public utility company or a government agency or unit with powers of eminent domain, including but not limited to the execution of partial satisfactions and releases and partial reconveyances reasonably required for such purpose, and the execution or requests to the trustees to accomplish the same.
 9. Convey the Property to the mortgage insurer, or close the title to the Property to be acquired as real estate owned, or convey title to real estate owned property ("REO Property").

- 10. Execute and deliver the following documentation with respect to the sale of REO Property acquired through a foreclosure or deed-in-lieu of foreclosure, including, without limitation: listing agreements; purchase and sale agreements; grant / limited or special warranty / quit claim deeds or any other deed, but not general warranty deeds, causing the transfer of title of the property to a party contracted to purchase same; escrow instructions; and any and all documents necessary to effect the transfer of REO Property.
- 11. Execute and deliver Limited Powers of Attorney in order to further delegate the authority granted under this Limited Power of Attorney for the purpose of effectuating Servicer's duties and responsibilities under the related trust agreements.


Servicer hereby agrees to indemnify and hold U.S. Bank National Association, as 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 the exercise by the Servicer of the powers specifically granted to it under the related servicing agreements. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the related servicing agreements or the earlier resignation or removal of U.S. Bank National Association, as Trustee, under the related servicing agreements listed on Schedule A, attached.



Witness my hand and seal this 17th day of February, 2015.

NO CORPORATE SEAL

On Behalf of the Trusts, by
U.S. Bank National Association, as Trustee



Witness: Jesse Barkdull

By: 
Shannon M. Rantz, Vice President


Witness: Brett Sawyer



By: 
Brian D. Giel, Asst. Vice President


Attest: Trisha L. Abel, Trust Officer

CORPORATE ACKNOWLEDGMENT

State of Minnesota

County of Ramsey

On this 17th day of February, 2015, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Shannon M. Rantz, Brian D. Giel and Trisha L. Abel, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as Vice President, Assistant Vice President and Trust Officer, respectively of U.S. Bank National Association, a national banking association, and acknowledged to me that such national banking association executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

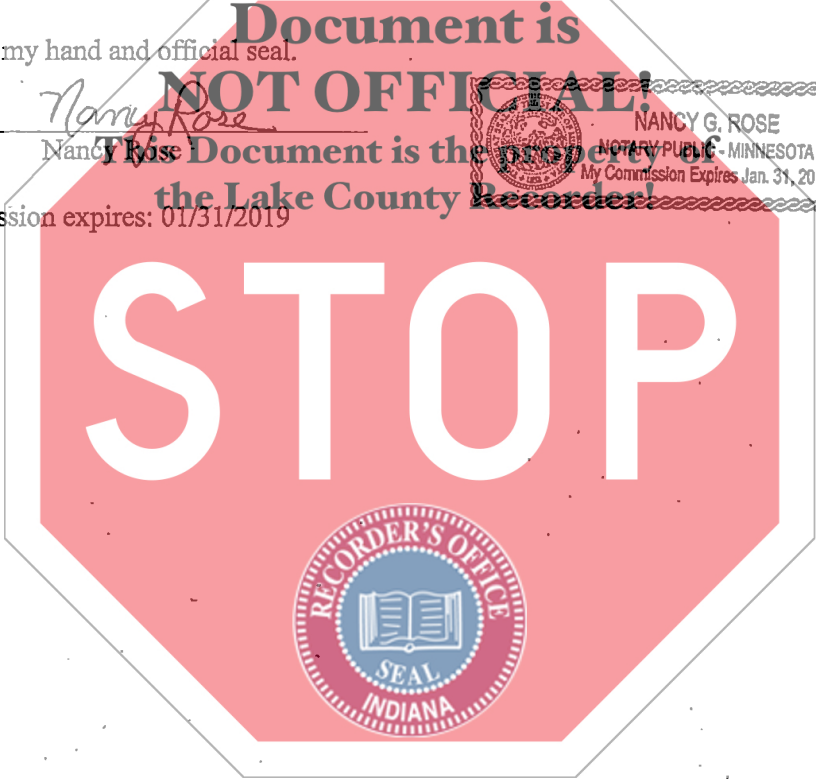
WITNESS my hand and official seal.

Signature:

Nancy Rose
Nancy Rose

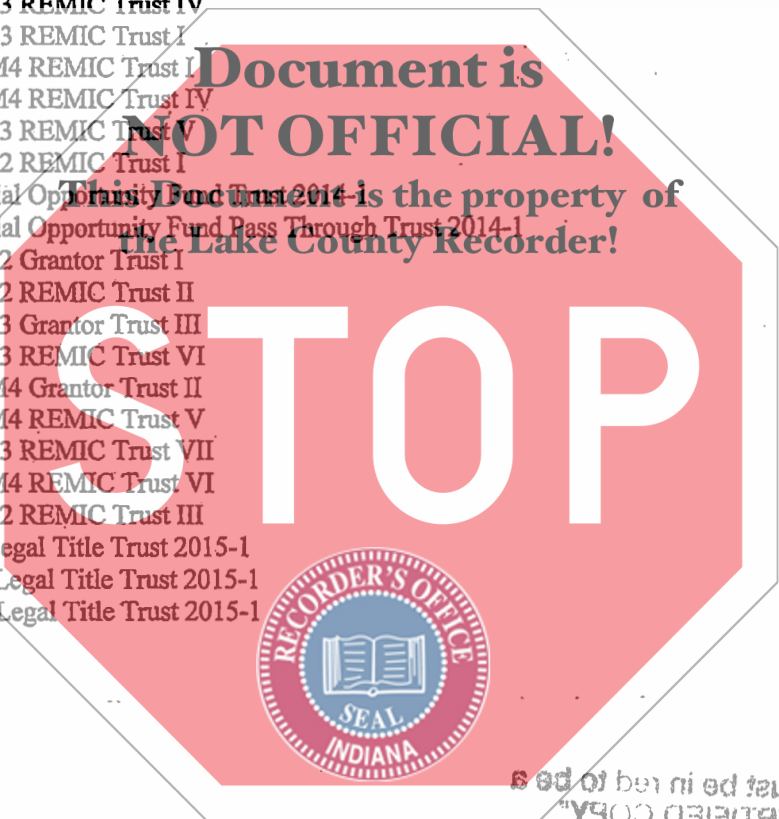


My commission expires: 01/31/2019



SCHEDULE A

- PROF-2012-S1 Holding Trust I
- PROF-2013-S3 Grantor Trust I
- PROF-2013-S3 REMIC Trust I
- PROF-2013-S3 REMIC Trust II
- PROF-2013-M4 Grantor Trust I
- PROF-2013-M4 REMIC Trust I
- PROF-2013-S3 Grantor Trust II
- PROF-2013-S3 REMIC Trust III
- PROF-2013-M4 REMIC Trust II
- PROF-2013-M4 REMIC Trust III
- PROF-2013-S3 REMIC Trust IV
- SROF-2013-S3 REMIC Trust I
- SROF-2013-M4 REMIC Trust I
- PROF-2013-M4 REMIC Trust IV
- PROF-2013-S3 REMIC Trust V
- PROF-2014-S2 REMIC Trust I
- U.S. Residential Opportunity Fund Trust 2014-1
- U.S. Residential Opportunity Fund Pass Through Trust 2014-1
- PROF-2014-S2 Grantor Trust I
- PROF-2014-S2 REMIC Trust II
- PROF-2013-S3 Grantor Trust III
- PROF-2013-S3 REMIC Trust VI
- PROF-2013-M4 Grantor Trust II
- PROF-2013-M4 REMIC Trust V
- PROF-2013-S3 REMIC Trust VII
- PROF-2013-M4 REMIC Trust VI
- PROF-2014-S2 REMIC Trust III
- U.S. ROF II Legal Title Trust 2015-1
- U.S. ROF III Legal Title Trust 2015-1
- U.S. ROF IV Legal Title Trust 2015-1



Dated: _____

County of Riverside, State of California

Assessor - County Clerk - Recorder

[Signature]

I hereby certify the foregoing instrument to which this stamp has been affixed consisting of _____ pages to be a full and correct copy of the original on file and of record in my office.

"CERTIFIED COPY"

Certification must be in red to be a



This must be in red to be a "CERTIFIED COPY"



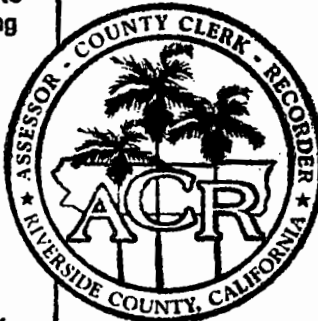
This must be in red to be a
"CERTIFIED COPY"

I hereby certify the foregoing instrument to which this stamp has been affixed consisting of 5 pages to be a full, true and correct copy of the original on file and of record in my office.

Peter Adams

Assessor - County Clerk - Recorder
County of Riverside, State of California

Dated: MAY 29 2015 IG



Certification must be in red to be a
"CERTIFIED COPY"