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When recorded return to:
Fay Servicing, LLC
440 South LaSalle Street, Suite 2000
Chicago, IL 60605

2016 054052

STATE OF ILLINOIS
LAKE COUNTY
FILED FOR RECORDER

2016 AUG -9 AM 9:33

MICHAEL B. BROWN
RECORDER

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LIMITED POWER OF ATTORNEY

This Limited Power of Attorney is made in connection with that certain Flow Servicing Agreement, dated as of November 17, 2014 (the "Agreement"), by and among MF Residential Assets I, LLC (the "Initial Owner") and any other Person or statutory trust organized under the laws of the State of Delaware that becomes a party thereto pursuant to a Joinder Agreement (collectively with the Initial Owner, the "Owners" and, individually, an "Owner"), and Fay Servicing, LLC (the "Servicer"). MFRA Trust 2014-1, a Delaware statutory trust, became an Owner pursuant to that certain Joinder to Servicing Agreement dated as of November 25, 2014.

Capitalized terms used, but not defined, herein shall have the meanings assigned thereto in the Agreement.

WILMINGTON TRUST, NATIONAL ASSOCIATION, not in its individual capacity but solely as trustee of MFRA Trust 2014-1, as an Owner ("Trust 2014-1") hereby appoints Servicer, as its true and lawful attorney-in-fact, to act in its place for the following purposes:

To sign, execute, acknowledge, deliver and record, in the name of Trust 2014-1, and any acquired or merged entities, all documents in conjunction with the Assets for the purposes of (i) completing and recording any assignment, release or reconveyance instrument which is required for (a) the proper servicing of the related Asset or otherwise necessary to cure any defect in the chain of title, (b) to ensure that the Asset vests in the name of Trust 2014-1 or another party designated by Trust 2014-1, and (c) for any transfer of record title which is required with respect to the Assets or any security interest related thereto; (ii) curing any defects associated with any other document or instrument with respect to an Asset related to the servicing thereof pursuant to the Agreement; (iii) pursuing, prosecuting and defending foreclosures (or other comparable conversions to ownership), ejectments, evictions, bankruptcies, suits and other related matters with respect to any Mortgaged Property or REO Property, as defined in and pursuant to the Agreement; (iv) executing all deeds, tax declarations, certificates and any other documents or instruments necessary, appropriate or required to list, sell, transfer and assign any Mortgaged Property either by foreclosure or by deed lieu of foreclosure, with any such deed to be without recourse; (v) taking such further actions as are deemed necessary or required to service, administer and endorse the terms of the Mortgage Loans in accordance with the Agreement, including and without limitation, executing any subordination or release agreements; (vi)

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executing all deeds, tax declarations, certificates and any other documents or instruments necessary, appropriate or required to list, sell, transfer and assign any REO Property, with any such deed to be without recourse; and (vii) endorsing checks, drafts and other evidences of payment made payable to Trust 2014-1 in conjunction with any Mortgage Loan or REO Property, representing payments on accounts with all such amounts deposited in the Custodial Account or Escrow Account, as defined in and pursuant to the Agreement.

The undersigned gives to said attorney-in-fact full power and authority to execute such instruments and to perform all things requisite, necessary, and proper to carry into effect the powers granted by or under this Limited Power of Attorney as fully, to all intents and purposes, as the undersigned might or could do, 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. This Limited Power of Attorney is subject to all the terms and conditions included in the Agreement and is effective as of the date hereof, and shall continue in full force and effect until revoked in writing by the undersigned.

This Limited Power of Attorney shall not be assigned to any third party by the Servicer without the written prior consent of Trust 2014-1.

The Servicer hereby agrees to indemnify and hold the Trust 2014-1 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 applicable Agreement.

Initial Owner hereby agrees to indemnify and hold the Servicer 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 applicable Agreement.

Nothing herein shall give any attorney-in-fact the rights or powers to negotiate or settle any suit, counterclaim or action against Trust 2014-1. If the Servicer receives any notice of suit, litigation or proceeding in the name of the Owner, then Servicer shall promptly forward a copy of same to Trust 2014-1.

If any provisions 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 and construed by the laws of the State of New York without regard to conflicts of law principles of such state (except for Section 5-1401 of the New York General Obligations Law which shall govern).

[Signature page follows.]

IN WITNESS WHEREOF, Trust 2014-1 has caused these presents to be signed and acknowledged in their name and on their behalf by a duly elected and authorized signatory this 20 day of April, 2015.

WILMINGTON TRUST, NATIONAL ASSOCIATION, not in its individual capacity but solely as trustee of MFRA Trust 2014-1

By: [Signature]
Name: Adam B. Scozzafava
Title: Vice President

STATE OF DELAWARE)

) ss.:

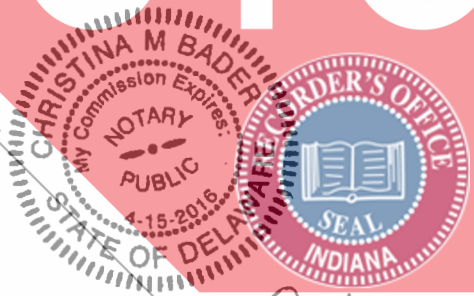
COUNTY OF NEW CASTLE)

On April 20, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared before me Adam B. Scozzafava, Authorized Signatory of Wilmington Trust, National Association, not in its individual capacity but solely as trustee of MFRA Trust 2014-1, personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the 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.

Christina M. Bader

[NOTARY SEAL]



CHRISTINA M BADER
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires 04-15-2016

Prep by Adam Scozzafava

I affirm, under penalty of perjury, that I have taken reasonable care to protect each Social Security number in this document, unless required by law.

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