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When Recorded Mail To:

T.D. Service Company

P.O Box 11988

Santa Ana, CA 92711-9826

Service#: 4721295DT1

Loan#: 0020223152

HSBC/DLJ 2017-1

Cust# 686

POWER OF ATTORNEY

Dated as of March 15, 2017

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, pursuant to the terms of the Mortgage Loan Purchase Agreement, by and among DLJ Mortgage Capital, Inc. (the "Purchaser"), HSBC Finance Corporation, a Delaware corporation, solely in its capacity as Seller Representative, and the Persons listed on Schedule 1.01(a) thereto, made and entered into as of February 22, 2017 (the "Mortgage Loan Purchase Agreement"), the Sellers, located at 636 Grand Regency Blvd Brandon, FL 33510 set forth on Schedule 1 hereto (each an "Identified Seller", and, collectively, "Sellers") sold, and the Purchaser purchased, certain mortgage loans (the "Mortgage Loans");

WHEREAS, pursuant to the terms of the Interim Servicing Agreement, made and entered into as of February 22, 2017, by and among the Purchaser, the Interim Servicers, HSBC Finance Corporation, in its capacity as Interim Servicer Representative, and HSBC Bank USA, National Association (the "Bank");

WHEREAS, the Purchaser has designated Select Portfolio Servicing, Inc. located at 327 Decker Lake Drive West Valley City, UT 84119 ("Successor Servicer") to act as successor servicer for certain Mortgage Loans;

WHEREAS, Seller is providing this Limited Power of Attorney to each Successor Servicer and Purchaser at the direction of the Purchaser pursuant to the Mortgage Loan Purchase Agreement;

NOW, THEREFORE, in consideration of the mutual promises, obligations and covenants contained herein and in the Mortgage Loan Purchase Agreement and for good and valuable consideration the receipt and adequacy of which is hereby acknowledged, Seller does hereby make, constitute and appoint each Successor Servicer and Purchaser at the direction of Purchaser, as Seller's true and lawful agent and attorney-in-fact with respect to each applicable Mortgage Loan in Seller's name, place and stead: (i) to procure, prepare, complete, execute and record any mortgage, deed of trust or similar security instrument (collectively, the "Mortgage") and any assignment of Mortgage or reconveyance instrument which is required (a) to cure any defect in the chain of title, (b) to ensure that record title to the Mortgage Loan vests in the Purchaser, and (c) for any other transfer of record title which is required with respect to the Mortgage Loans or the underlying security interest related to each Mortgage Loan; (ii) to ensure that each promissory note and/or loan agreements related to each Mortgage Loan has been properly endorsed to the proper person or entity; (iii) to prepare, complete, execute, acknowledge, seal and deliver any and all instruments of satisfaction or cancellation, or of full or partial release or discharge and all other comparable instruments with respect to the Mortgage Loans; (iv) to cure any other defects associated with any other document or instrument with respect to a Mortgage Loan; (v) to endorse



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REC

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

Power of Attorney - Pool 2017-1 (SPS)

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OK-3591262  
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checks and other payment instruments that are payable to the order of Seller and that have been received by the Purchaser or a Successor Servicer from mortgagors or any insurer in respect of insurance proceeds related to any Mortgage Loan and (vi) to execute any special warranty/quit claim deeds or any other deed, but not general warranty deeds, reasonably required to convey title to any Mortgaged Property or real estate owned property related to any Mortgage Loan to the Purchaser or any of its affiliates.

This Limited Power of Attorney may be utilized fully to all intents and purposes as the Seller might or could do if personally present, hereby ratifying and confirming all that Successor Servicers and Purchaser, in each case, as said attorney in fact shall lawfully do or cause to be done by virtue hereof.

**Document is NOT OFFICIAL!**

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The enumeration of particular powers herein is not intended in any way to limit the grant to each Successor Servicer and Purchaser, in each case, as Seller's attorney-in-fact of full power and authority with respect to the applicable Mortgage Loans to complete (to the extent necessary), file and record any documents, instruments or other writings referred to above as fully, to all intents and purposes, as Seller might or could do if personally present, hereby ratifying and confirming whatsoever such attorney-in-fact shall and may do by virtue hereof; provided that this instrument is to be construed and interpreted as a limited power of attorney and does not empower or authorize the said attorneys-in-fact to do any act or execute any document on behalf of Seller not specifically described herein. Seller agrees and represents to those dealing with such attorney-in-fact that they may rely upon this Limited Power of Attorney. Any and all third parties dealing with a Successor Servicer and Purchaser, in each case, as Seller's attorney-in-fact may rely completely, unconditionally and conclusively on the authority of such Successor Servicer and Purchaser, and need not make any inquiry about whether such Successor Servicer and Purchaser is acting pursuant to the Mortgage Loan Purchase Agreement. Any purchaser, title insurance company or other third party may rely upon a written statement by a Successor Servicer and Purchaser that any particular Mortgage Loan or related mortgaged real property in question is subject to and included under this Limited Power of Attorney or the Mortgage Loan Purchase Agreement.

ARTICLE II

Any act or thing lawfully done hereunder and in accordance with this Limited Power of Attorney by a Successor Servicer and Purchaser shall be binding on the Seller and the Seller's successors and assigns.

4/6/16

ARTICLE III

The rights, power, and authority of the attorney-in-fact granted in this instrument shall commence and be in full force and effect on the date of execution and such rights, powers and authority shall remain in full force and effect until 11:59 p.m., Eastern Standard time, on the date that is two years from such date (the "POA Termination Date"). This Limited Power of Attorney shall be coupled with an interest and shall be irrevocable prior to the POA Termination Date.

Nothing herein shall be deemed to amend or modify the Mortgage Loan Purchase Agreement or the respective rights, duties or obligations of Seller under the Mortgage Loan Purchase Agreement, and nothing herein shall constitute a waiver of any rights or remedies thereunder.



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IN WITNESS WHEREOF, each Identified Seller has caused this instrument to be executed by its officer duly authorized as of the date first written above.

By: *Rick L Behnke*

Name: Rick L Behnke

Title: Assistant Treasurer

For: Sellers set forth on Schedule I hereto

WITNESS:

*K Nolan*  
Name: K. Nolan

WITNESS:

*P. Grum*  
Name: P. Grum

STATE OF Illinois

COUNTY OF Cook

**Document is NOT OFFICIAL!**  
**This Document is the property of the Lake County Recorder!**

On this 15th day of March 2017, before me, a notary public in and for the State of Illinois, appeared Rick L. Behnke, who is known to me to be officer of the entity listed herein, and who signed their name hereto for the purposes stated herein.

My Commission Expires June 1, 2019  
Commission # FF 676795

[SEAL]

OFFICIAL SEAL  
VITA M LAZZARA  
NOTARY PUBLIC - STATE OF ILLINOIS  
MY COMMISSION EXPIRES: 06/01/19



*Vita M Lazzara*  
NOTARY PUBLIC  
Vita M. Lazzara



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SCHEDULE I

LIST of SELLERS

Beneficial Consumer Discount Company, a Pennsylvania corporation  
Beneficial Financial I Inc., a California corporation, on behalf of itself and as successor by merger  
to the following:

- |   |   |
|---|---|
| Beneficial Alabama Inc.                   | Beneficial Arizona Inc.   |
| Beneficial California Inc.                | Beneficial Colorado Inc.  |
| Beneficial Delaware Inc.                  | Beneficial Discount Co. of Virginia   |
| Beneficial Finance Co. of West Virginia   | Beneficial Finance Services, Inc.   |
| Beneficial Georgia Inc.                   | Beneficial Hawaii Inc. *  |
| Beneficial Idaho Inc.                     | Beneficial Illinois Inc.  |
| Beneficial Indiana Inc.                   | Beneficial Iowa Inc.  |
| Beneficial Kansas Inc.                    | Beneficial Loan Corporation of Kentucky   |
| Beneficial Management Corporation         | Beneficial Management Institute, Inc.   |
| Beneficial Maryland Inc.                  | Beneficial Missouri, Inc.   |
| Beneficial Mississippi Inc.               | Beneficial Management Corporation of America  |
| Beneficial Montana Inc.                   | Beneficial Mortgage Corporation   |
| Beneficial Nebraska Inc.                  | Beneficial Nevada Inc.  |
| Beneficial New Jersey Inc.                | Beneficial New Mexico Inc.  |
| Beneficial North Carolina Inc.            | Beneficial Ohio Inc.  |
| Beneficial Oklahoma Inc.                  | Beneficial South Carolina Inc.  |
| Beneficial Texas Inc.                     | Beneficial Utah Inc.  |
| Beneficial Vermont Inc.                   | Beneficial Virginia Inc.  |
| Beneficial Washington Inc.                | Beneficial Wisconsin Inc.   |
| Beneficial Mortgage Co. of Arizona        | Beneficial Mortgage Co. of Colorado   |
| Beneficial Mortgage Co. of Connecticut    | Beneficial Mortgage Co. of Georgia  |
| Beneficial Mortgage Co. of Idaho          | Beneficial Mortgage Co. of Indiana  |
| Beneficial Mortgage Co. of Kansas, Inc.   | Beneficial Mortgage Co. of Massachusetts  |
| Beneficial Mortgage Co. of Maryland       | Beneficial Mortgage Co. of Missouri, Inc.   |
| Beneficial Mortgage Co. of Mississippi    | Beneficial Mortgage Co. of North Carolina   |
| Beneficial Mortgage Co. of Nevada         | Beneficial Mortgage Co. of Oklahoma   |
| Beneficial Mortgage Co. of South Carolina | Beneficial Mortgage Co. of Texas  |
| Beneficial Mortgage Co. of Utah           | Beneficial Mortgage Co. of Virginia   |
| Mortgage One Corporation                  |   |
| Mortgage Two Corporation                  |   |
| Capital Financial Services Inc.           | <i>*on behalf of itself and as successor by merger to<br/>Household Finance Corporation of Hawaii</i> |

Beneficial Florida Inc., a Delaware corporation, on behalf of itself and  
as successor by merger to Beneficial Mortgage Co. of Florida  
Beneficial Homeowner Service Corporation, a Delaware corporation  
Beneficial Kentucky Inc., a Delaware corporation  
Beneficial Loan & Thrift Co., a Minnesota corporation

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Beneficial Louisiana Inc., a Delaware corporation, on behalf of itself and  
 as successor by merger to Beneficial Mortgage Co. of Louisiana  
 Beneficial Maine Inc., a Delaware corporation  
 Beneficial Massachusetts Inc., a Delaware corporation  
 Beneficial Michigan Inc., a Delaware corporation  
 Beneficial New Hampshire Inc., a Delaware corporation on behalf of itself and  
 as successor by merger to Beneficial Mortgage Co. of New Hampshire  
 Beneficial Oregon Inc., a Delaware corporation  
 Beneficial Rhode Island Inc., a Delaware corporation, on behalf of itself and  
 as successor by merger to Beneficial Mortgage Co. of Rhode Island  
 Beneficial South Dakota Inc., a Delaware corporation  
 Beneficial Tennessee Inc., a Tennessee corporation  
 Beneficial West Virginia, Inc., a West Virginia corporation  
 Beneficial Wyoming Inc., a Wyoming corporation  
 Household Finance Consumer Discount Company, a Pennsylvania corporation  
 Household Finance Corporation II, a Delaware corporation  
 Household Finance Corporation III, a Delaware corporation  
 Household Finance Corporation of Alabama, an Alabama corporation  
 Household Finance Corporation of California, a Delaware corporation  
 Household Finance Industrial Loan Company of Iowa, an Iowa corporation  
 Household Finance Realty Corporation of Nevada, a Delaware corporation  
 Household Finance Realty Corporation of New York, a Delaware corporation  
 Household Financial Center Inc., a Tennessee corporation  
 Household Industrial Finance Company, a Minnesota corporation  
 Household Realty Corporation, a Delaware corporation  
 HSBC Credit Center, Inc., a Delaware corporation  
 HSBC Mortgage Services Inc., a Delaware corporation



STATE OF KENTUCKY  
 CLAY COUNTY

I, Michael D. Baker, Clerk of Clay County, verify that the foregoing is a true copy of Power of Attorney as same appears of record in POA BK 14 on Page 464 in the records of County Clerk of Clay County.

Witness my hand this 7 day of July, 2017  
 Michael D. Baker, Clerk Debbie Edwards



140089  
 Recorded on: 05/23/2017 1:04:37 PM  
 Book: POWER OF ATTORNEY Number: 14  
 Pages: 464 - 469  
 Michael D. Baker, Clay County  
 DC: DEBBIE EDWARDS  
 Deed Tax: \$0.00

Debbie Edwards  
 Identified Sellers  
 Pool 2017-1