

AFTER RECORDING RETURN TO
ATTN: POA
4000 Horizon Way
Irving, TX 75063

CUYAHOGA COUNTY
OFFICE OF FISCAL OFFICER - 6
PAT 3/6/2017 9:16:19 AM
201703060082

EXHIBIT VII

FORM OF LIMITED POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS:

USAA Federal Savings Bank ("Servicer"), a federally chartered savings association, organized and existing under the laws of Texas, by these presents does hereby make, constitute and appoint Nationstar Mortgage LLC ("Subservicer"), a Delaware limited liability company, Servicer's true and lawful Attorney-In-Fact, and hereby grants it authority and power to take, through its duly authorized officers and designated agents, the Actions (as such term is defined herein) in Servicer's name, place and stead. This limited power of attorney ("Limited Power of Attorney") is given in connection with the subservicing of certain mortgage loans (such loans, the "Loans") by Subservicer pursuant to that certain Master Servicing Agreement, dated as of [], between Servicer and Subservicer. Each of the Loans comprises a promissory note evidencing a right to payment and performance secured by a security interest or other lien on real property evidenced by one or more mortgages, deeds of trust, deeds to secure debt or other forms of security instruments, including but not limited to first mortgages, home equity loans, and home equity lines of credit (each, a "Mortgage").

As used above, the term "Actions" shall mean and be limited to the following acts, in each case only with respect to one or another of the Loans and only as recorded or permitted by federal, state or local laws or other legal, agency, or investor requirements or restrictions:

1. Prepare, execute, file, record or deliver whatever documents are required, necessary and appropriate to institute and complete:
 - a. requests for delivery of Mortgage Loan document from the applicable document custodian;
 - b. reconveyances, deeds of reconveyance or releases or satisfactions of mortgage or similar instruments releasing the lien of a Mortgage, including but not limited to the following actions:
 - i. the release of a borrower from personal liability under the mortgage or deed of trust following an approved transfer of ownership of the security property,
 - ii. the partial release or discharge of a mortgage or the request to a trustee for a partial reconveyance or discharge of a deed of trust,
 - iii. the full satisfaction or release of a mortgage or the request to a trustee for a full reconveyance of a deed of trust;
 - c. assignments or endorsements of Mortgages, or of any beneficial interest in a Mortgage;
 - d. quitclaim deeds or, only where necessary and appropriate, special warranty deeds or other deeds causing the disposition or transfer of title to a third party, in respect of short sales, deeds-in-lieu, or real estate owned property ("REO Property");
 - e. documentation with respect to the marketing, rental and/or sale of REO Property, including but not limited to: REO Property disposition closings; ordering appraisals or broker price opinions ("BPOs"); eviction notices; initiating and completing eviction actions or proceedings; cash for keys; rental or lease agreements; marketing plans; listing agreements; purchase and sale agreements; contracts; addendums; disclosures; cancellations; releases; letters of indemnity; escrow instructions; HUD-1 settlement statements; and any other document necessary to effect the marketing, rental, sale or



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MICHAEL B. BROWN
RECORDER

STATE OF INDIANA
LAKE COUNTY
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transfer of REO Property;

- f. a workout or loss mitigation program, including but not limited to a forbearance, payment plan, modification or extension of a Mortgage;
- g. an extension of credit or draw request or a suspension or freeze of a line of credit;
- h. an interest rate reduction on the Mortgage Loan;
- i. a short pay-off, pay-off netting escrow, short sale or deed-in-lieu of foreclosure;
- j. a repurchase of a Mortgage Loan
- k. a Mortgage Loan pool buy-out or buy-down;
- l. the assumption of a Mortgage Note and related Mortgage;
- m. a community association dues or assessment payment;
- n. a small settlement or concession, including but not limited to waiver of fees, escrow, late charges, or corporate advances, and short reinstatements;
- o. appraisal, BPO, or other valuation requests or equity reviews to establish property value and/or equity available in the Mortgaged Property or REO Property;
- p. Mortgage write downs, charge-offs, low balance loan or draw request reviews, and recoveries;
- q. The management, administration, inspections (including occupancy status and property condition), maintenance, repairs, restoration, protection and preservation of the Mortgaged Property or REO Property, including but not limited to vacant property registrations, and abandonment or eviction proceedings as a result of such vacancy;
- r. the tendering, processing, collecting, depositing, and distributing of claims, loss drafts, or proceeds for any applicable title insurance, hazard insurance or other required insurance, mortgage insurance, private mortgage insurer, or agency or investor required claims, including but not limited to any quiet title action or subrogation right;
- s. customary consents or waivers and other instruments and documents (including estoppels certificates);
- t. the consent to the application of any insurance or condemnation proceeds to the restoration of the applicable Mortgaged Property, REO, or otherwise.

2. Prepare, execute, file, record or deliver whatever documents are required, necessary and appropriate to:

- a. obtain, and if necessary to lender-place, required insurance on the Mortgaged Property or REO, including but not limited to fire, hazard, earthquake, hurricane, windstorm, sinkhole, and flood insurance;
- b. bring an action in a court of law, including an unlawful detainer action, to enforce rights of the Servicer with respect to any Mortgaged Property or REO;
- c. Resolve any claims, complaints, grievances and disputes and prosecute, defend and resolve actions pending in a court of law, including but not limited to serving and responding to discovery, filing and serving pleadings, motions, briefs and other necessary documents, and entering into settlement agreements and judgments.
- d. subordinate, correct or adjust a Mortgage lien position;

- e. correct or otherwise remedy any errors or deficiencies contained in any transfer or reconveyance documents provided or prepared by Servicer or a prior transferor, including, but not limited to note endorsements;
- f. the completion, termination, postponement, cancellation, or rescission of a foreclosure relating to a Mortgage or Mortgages (e.g., joint foreclosure of both first and second Mortgage), including but not limited to the following actions:
- i. the appointment of a successor or substitute trustee under a deed of trust, in accordance with state law and the deed of trust;
 - ii. the preservation, filing, entering, collection, or assignment of deficiency judgments;
 - iii. the issuance, cancellation, or rescission of a statement of breach or nonperformance, notice of default, notice of sale; or bidding instructions; and
 - iv. the issuance, cancellation or rescission of such other documents as may be necessary under the terms of the Mortgage, federal or state law to expeditiously complete said transactions, including, but not limited to, assignments or endorsements of Mortgage Loans, deeds of trust, or promissory notes to convey title under this Limited Power of Attorney;
 - v. the conveyance of properties to the Federal National Mortgage Association (Fannie Mae), the Federal Home Loan Mortgage Corporation (Freddie Mac), the Government National Mortgage Association (Ginnie Mae), the Federal Housing Administration (FHA), the U.S. Department of Housing and Urban Development (HUD), the U.S. Department of Veterans Affairs (VA), the U.S. Department of Agriculture Rural Housing Service (USDA/RHS), or a state or private mortgage insurer; and
 - vi. the assignment or endorsement of Mortgage Loans, deeds of trust, or promissory notes to or from Fannie Mae, Freddie Mac, Ginnie Mae, FHA, HUD, VA, USDA/RHS, a state or private mortgage insurer, or Mortgage Electronic Registration System (MERS®).
- g. the servicing and handling of any Mortgage Loan where a mortgagor or co-mortgagor has filed for bankruptcy, in compliance with federal Bankruptcy law, 11 U.S.C. §101, et seq. or relevant state law, including but not limited to the following actions:
- i. substitute the creditor in a bankruptcy proceeding in respect of any Mortgage Loan;
 - ii. file a proof of claim;
 - iii. file any pleadings, briefs, motions, including a motion for relief from automatic stay;
 - iv. if warranted, file an adversary proceeding on behalf of mortgagee against the mortgagor, co-mortgagor or any other interested party threatening any Loan's lien or lien priority or defend against any adversary proceeding filed against mortgagee by mortgagor, co-mortgagor or any other interested party;
 - v. execution of a reaffirmation agreement or other instrument required to be executed in connection with the bankruptcy of a mortgagor on a Mortgage Loan; and

- vi. file or deliver all notices required in compliance with any state or federal bankruptcy law, including but not limited to payment change notices and notices of transfer of claims.
 - h. handle certain legal matters and routine Litigation, as that term is defined in the Master Servicing Agreement, and retain legal counsel to represent and protect Servicer's interests in the Mortgage Loan, including but not limited to the following:
 - i. notices of liens (mechanics liens, HOA/COA/Co-op liens, etc.),
 - ii. HOA/COA default notices or foreclosures (including co-ops),
 - iii. property forfeitures, seizures, eminent domain and condemnation actions,
 - iv. probate proceedings,
 - v. partition actions, lien releases, partial releases, easements, property line adjustments, etc.,
 - vi. title claims or quiet title actions,
 - vii. code violation notices or actions,
 - viii. tax sales,
 - ix. subordinate loan foreclosures,
 - x. REO Disposition closings,
 - xi. MERS Rule 14 notifications and MERS litigation tracking,
 - xii. Equity Reviews, including but not limited to those of junior liens for Charge-off or referral to foreclosure with senior lien where available, or
 - xiii. Senior lien monitoring to protect Servicer's junior or subordinate liens.
 - i. authorize MERS to execute documents on behalf of Servicer, or in MERS own name, to the same extent that Subservicer or its designated employees are authorized to execute documents pursuant to this Limited Power of Attorney;
 - j. endorse instruments required to effectuate Mortgage Loan payments or refunds, including but not limited to checks, drafts, or wire transfers evidencing such payments or refunds; and
 - k. receive, endorse, or process in the name of Servicer on any checks, drafts, or wire transfers representing the proceeds from collections made by Subservicer of Mortgages or REO Properties, including but not limited to payments made by borrowers, insurance proceeds, liquidation proceeds, pay-off proceeds, sales proceeds, etc., and to issue, sign, or process any checks, drafts, or wire transfer issued to pay to the Servicer its share in these proceeds.
3. Prepare, execute, file, record or deliver whatever documents are required, necessary and appropriate under any applicable laws, regulations, or Servicer requirements, for the servicing of any Mortgage Loan or REO Property, or to take any of the above actions as it pertains to any Mortgage or REO Property, to which the Servicer is the owner, master servicer, beneficiary, or mortgagee.
4. Prepare, execute, file, record or deliver whatever documents are required, necessary and appropriate under any applicable laws or regulations, for the servicing of any Mortgage Loan or REO Property, or to take any of the above actions as it pertains to any Mortgage or REO Property, owned by, backing a security issued by, or guaranteed or insured by Fannie Mae, Freddie Mac, Ginnie Mae, FHA, HUD, VA, USDA/RHS, or a state or private mortgage insurer, as applicable, and in accordance with applicable requirements or guidance issued by those agencies, guarantors or insurers and the related Mortgage Loan documents.

With respect to the Actions, Servicer gives to said attorney-in-fact full power and authority to prepare, execute, file, record or deliver such instruments and to do and perform all and every act and thing requisite, necessary and proper to carry into effect the power or powers granted by or under this Limited Power of Attorney as fully, to all intents and purposes, as the undersigned might or could do, and hereby does ratify and confirm all that said attorney-in-fact shall lawfully do or cause to be done by authority hereof.

Nothing contained herein shall be construed to grant Subservicer the power to (i) initiate or defend any suit, litigation, or proceeding in the name of Servicer or be construed to create a duty of Servicer to initiate or defend any suit, litigation, or proceeding in the name of Subservicer, (ii) incur or agree to any liability or obligation in the name of or on behalf of Servicer, or (iii) execute any document or take any action on behalf of, or in the name, place, or stead of, Servicer, except as provided herein.

This Limited Power of Attorney is effective immediately and will continue until it is revoked or terminated. This Limited Power of Attorney may only be used in the execution of the powers herein by (a) those Subservicer officers who have been duly appointed as Executive Vice President, Senior Vice President, Vice President, Assistance Vice President, Secretary or Assistant Secretary, and/or (b) non-officers who have been duly designated by Subservicer as having signing authority. Servicer shall have the right to limit such signing authority or may revoke signing authority from any officer or other authorized non-officer for any reason. This Limited Power of Attorney is entered into and shall be governed by the laws of the State of Texas without regard to conflicts of law principles of such state.

IN WITNESS WHEREOF, the Servicer has executed this Limited Power of Attorney this 1st day of February 2017 and I, Sean Ferrera being the Director of RE Financing, am a duly authorized corporate officer and am authorized to grant this Limited Power of Attorney on behalf of Servicer.

USAA FEDERAL SAVINGS BANK

By: Sean Ferrera

Title: DIRECTOR

Witness: Sharon Ashley

Name: Sharon Ashley

Title: Exec. Associate

Witness: Rosalie G Churbe

Name: Rosalie G Churbe

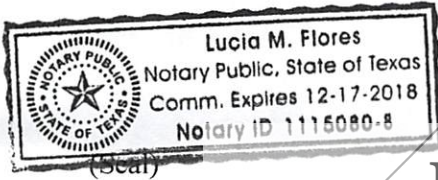
Title: Business Advisor



STATE OF TEXAS

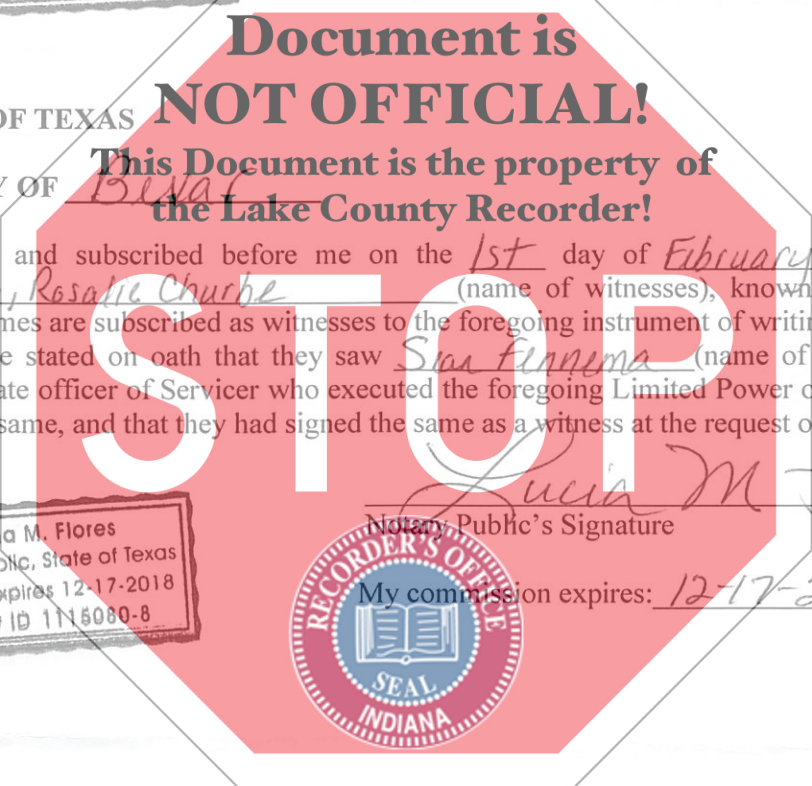
COUNTY OF Bexar

Sworn to and subscribed before me on the 1st day of February, 2017, by Sian Fennema (name of officer), Director (title of officer) of USAA Federal Savings Bank, a federally chartered savings association, organized and existing under the laws of Texas.



Lucia M Flores
Notary Public's Signature

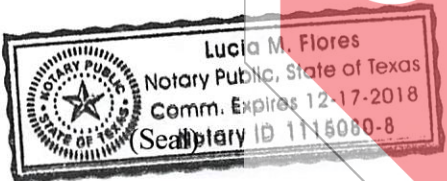
My commission expires: 12-17-2018



STATE OF TEXAS

COUNTY OF Bexar

Sworn to and subscribed before me on the 1st day of February, 2017, by Sharon Ashley, Rosalie Church (name of witnesses), known to me to be the persons whose names are subscribed as witnesses to the foregoing instrument of writing, and after being duly sworn by me stated on oath that they saw Sian Fennema (name of officer), the duly authorized corporate officer of Servicer who executed the foregoing Limited Power of Attorney, sworn and subscribe the same, and that they had signed the same as a witness at the request of Servicer.



Lucia M Flores
Notary Public's Signature

My commission expires: 12-17-2018



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AT 11/3/25
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