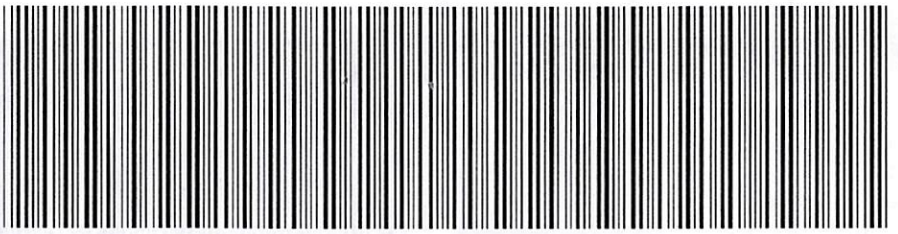


**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



2017061500969001002E3D14

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 7

Document ID: 2017061500969001
Document Type: POWER OF ATTORNEY
Document Page Count: 5

Document Date: 10-07-2016

Preparation Date: 06-21-2017

PRESENTER:

WEB TITLE AGENCY
** CONCRETE ABSTRACT **
500-A CANAL VIEW BOULEVARD
ROCHESTER, NY 14623
585-454-4770
MCENTI@WEBTITLE.US

RETURN TO:

WEB TITLE AGENCY
** CONCRETE ABSTRACT **
500-A CANAL VIEW BOULEVARD
ROCHESTER, NY 14623
585-454-4770
MCENTI@WEBTITLE.US

2017 072249

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STOP

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
2017 OCT 25 AM 9:15
MICHAEL R. BREWER
RECORDER

Borough _____ Block _____ Lot _____

Property Type: _____

CROSS REFERENCE DATA

CRFN _____ or DocumentID _____ or Year _____ Reel _____ Page _____ or File Number _____

PARTY ONE:

UPLAND MORTGAGE LOAN TRUST A
500 DELAWARE AVENUE 11TH FLOOR, ATTENTION: CORPORATE TRUST - UPLAND MORTGAGE LOAN TRUST A

PARTY TWO:

CARRINGTON MORTGAGE SERVICES, LLC
1600 SOUTH DOUGLASS ROAD, SUITE 200-A ANAHEIM, CA 92705

Additional Parties Listed on Continuation Page

FEES AND TAXES

Mortgage :

Mortgage Amount:	\$	0.00
Taxable Mortgage Amount:	\$	0.00
Exemption:		
TAXES: County (Basic):	\$	0.00
City (Additional):	\$	0.00
Spec (Additional):	\$	0.00
TASF:	\$	0.00
MTA:	\$	0.00
NYCTA:	\$	0.00
Additional MRT:	\$	0.00
TOTAL:	\$	0.00
Recording Fee:	\$	62.00
Affidavit Fee:	\$	0.00

Filing Fee:

Filing Fee:	\$	0.00
NYC Real Property Transfer Tax:	\$	0.00
NYS Real Estate Transfer Tax:	\$	0.00

**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE**

CITY OF NEW YORK
Recorded/Filed 06-22-2017 16:40
City Register File No.(CRFN):
2017000231639



Quetta McMill

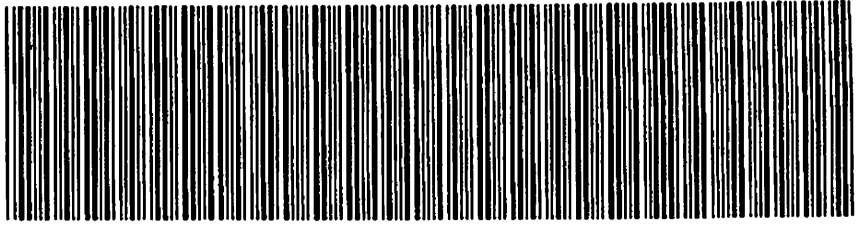
City Register Official Signature

\$25.00 E

242778

JTB

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2017061500969001002C3F94

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)

PAGE 2 OF 7

Document ID: 2017061500969001

Document Date: 10-07-2016

Preparation Date: 06-21-2017

Document Type: POWER OF ATTORNEY

PARTIES

PARTY ONE:

WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A

CHRIST

500 DELAWARE AVENUE 11TH FLOOR,

ATTENTION:, CORPORATE TRUST - UPLAND

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STOP



Record & Return
Web Title Agency
500-A Canal View Boulevard
Rochester, NY 14623

Document drafted by and
RECORDING REQUESTED BY:
Carrington Mortgage Services, LLC
1600 South Douglass Road, Suite 200-A
Anaheim, California 92705

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LIMITED POWER OF ATTORNEY

Upland Mortgage Loan Trust A (the "Trust"), by and through **Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust** and having an office at 500 Delaware Avenue 11th Floor, Wilmington, Delaware 19801, Attention: Corporate Trust: Upland Mortgage Loan Trust A, not in its individual capacity but solely as trustee of Upland Mortgage Loan Trust A ("Trustee"), hereby constitutes and appoints Carrington Mortgage Services, 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 (5) 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 Servicing and Custodial Agreement, dated as of August 31, 2016 (the "Servicing and Custodial Agreement"), among Upland Mortgage Acquisition Company II, LLC as initial beneficiary (the "Initial Beneficiary"), Servicer as servicer, Upland Mortgage Loan Trust A as owner (the "Owner"), Trustee, and Wells Fargo Bank, N.A., as custodian and as paying agent (the "Custodian") as supplemented by one or more SUBI Supplements (as defined in the Servicing and Custodial Agreement) and no power is granted hereunder to take any action that would be adverse to the interests of Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust. This Limited Power of Attorney is being issued in connection with Servicer's responsibilities to service certain mortgage loans (the "Loans") and related Properties (as defined below) held by Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust as trustee of Upland Mortgage Loan Trust A. 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 Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust as trustee of Upland Mortgage Loan Trust A, 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, taking deeds in lieu of foreclosure, evicting (to the extent allowed by federal, state or local laws) and foreclosing on the properties under the Security Instruments.
2. Execute and/or file such documents and take such other action as is proper and necessary to defend Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust as trustee of Upland Mortgage Loan Trust A in litigation and resolve any litigation where the Servicer has an obligation to defend Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust as trustee of Upland Mortgage Loan Trust A.
3. Transact business of any kind regarding the Loans and the Properties, as Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust as trustee of Upland Mortgage Loan Trust A's act and deed, to contract for, purchase, lease, 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 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 releases, satisfactions, assignments, loan modification agreements, loan assumption agreements, subordination agreements, property adjustment agreements, and other instruments pertaining to mortgages or deeds of trust, bills of sale and execution of deeds and associated and related instruments and documents necessary, if any, conveying or encumbering the Property or to effect the conveyance or release of an encumbrance on the Property, in the interest of Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust as trustee of Upland Mortgage Loan Trust A.
5. Endorse on behalf of the undersigned all checks, drafts and/or other negotiable instruments made payable to the undersigned.

Nothing contained herein shall (i) limit in any manner any indemnification provided by the Servicer to the Trustee under the Servicing and Custodial Agreement, any applicable SUBI Supplements or the Trust Agreement (as defined in the Servicing and Custodial Agreement), or (ii) be construed to grant the Servicer the power to initiate or defend any suit, litigation or proceeding in the name of Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust in its individual capacity. If the Servicer receives any notice of suit, litigation or proceeding in the name of Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust in its individual capacity, then the Servicer shall promptly forward a copy of same to Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, in accordance with the notice provisions of the Servicing and Custodial Agreement or the Supplements.

This Limited Power of Attorney is not intended to extend the powers granted to the Servicer under the Servicing and Custodial Agreement or the Supplements or to allow the Servicer to take any action with respect to Security Instruments or promissory notes (or other evidence of indebtedness) not authorized by the Servicing and Custodial Agreement or the Supplements.

Servicer hereby agrees to indemnify and hold Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust as trustee of Upland Mortgage Loan Trust A, 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 Servicing and Custodial Agreement or the Supplements. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the Servicing and Custodial Agreement or the Supplements or the earlier resignation or removal of Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust as trustee of Upland Mortgage Loan Trust A under the Servicing and Custodial Agreement or the Supplements.



Witness my hand and seal this 7th day of October, 2016.

NO CORPORATE SEAL

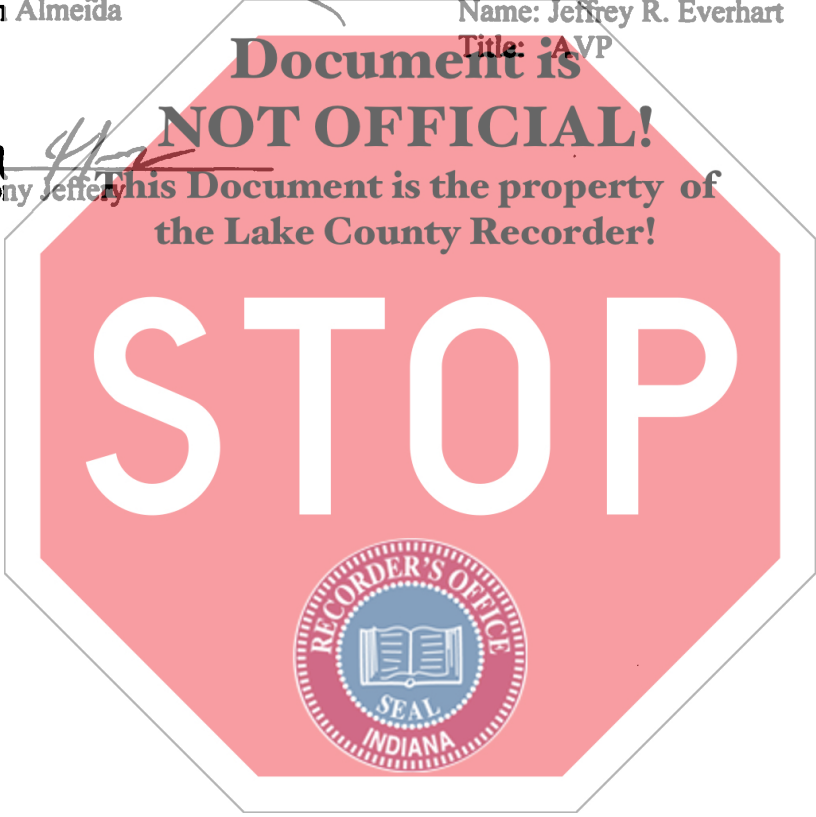
On Behalf of the Trust, by
Wilmington Savings Fund Society, FSB,
d/b/a Christiana Trust, not in its
individual capacity, but solely as
trustee of Upland Mortgage Loan Trust A


Witness: Devon Almeida

By: 
Name: Jeffrey R. Everhart
Title: AVP


Witness: Anthony Jeffrey

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CORPORATE ACKNOWLEDGMENT

State of Delaware

County of New Castle

On this 7th day of August, 2016, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Jeffrey R. Everhart, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as AVP of Wilmington Savings Fund Society, FSB d/b/a Christiana Trust, 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.

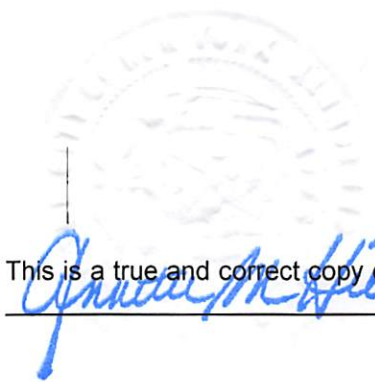
WITNESS my hand and official seal.

Signature: *Andrew Rutter*

My commission expires: March 1, 2018



SEAL



This is a true and correct copy of the original document recorded in the Office of the City Register of New York as attested by *Anna M. Hill* on the 14 day of October, 2017 (not valid unless signed and dated)