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2019 012966

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2019 MAR -4 AM 8:50

MICHAEL B. BROWN
RECORDER

PREPARED BY: **FIRST AMERICAN MORTGAGE SOLUTIONS**

WHEN RECORDED RETURN TO:
FIRST AMERICAN MORTGAGE SOLUTIONS
1795 INTERNATIONAL WAY
IDAHO FALLS, ID 83402
ATTN: TODD SLEIGHT



IN, LAKE
SH - 0568486914
MILL CITY MTG LOAN TRUST 2017-2 BY WSFS, FSB/SH

DATE OF DOCUMENT: 6/21/2017

GRANTOR: **MILL CITY MORTGAGE LOAN TRUST 2017-2**

GRANTEE: **NEW PENN FINANCIAL, LLC, D/B/A SHELLPOINT MORTGAGE SERVICING**

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law.

TODD L. SLEIGHT

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560967
RM

2017056987
P/ATTY Book: DE 2517 Page: 0029 - 0031 3 Pgs
July 19, 2017 11:21:21 AM
Rec: \$15.00
FILED IN GREENVILLE COUNTY, SC *Timothy J. Manning*

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LIMITED POWER OF ATTORNEY

Mill City Mortgage Loan Trust 2017-1, a Delaware statutory trust ("Trust") having an office at 500 Delaware Avenue, 11th Floor, Wilmington, Delaware 19801, and existing under the Amended and Restated Trust Agreement, dated as of March 30, 2017, by and between Mill City Depositor, LLC and Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust (not in its individual capacity, but solely as Trustee of the Trust, "Trustee"), hereby constitutes and appoints New Penn Financial LLC d/b/a Shellpoint Mortgage Servicing ("Servicer"), and in its name, aforesaid Attorney-In-Fact, by and through any officer or agent authorized by a Resolution by Manager 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 Securitization Servicing Agreement, dated as of March 30, 2017, by and among the Trust, U.S. Bank National Association, not in its individual capacity but solely as indenture trustee and Servicer ("Servicing Agreement"), and no power is granted hereunder to take any action that would be adverse to the interests of the Trustee. 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 Trust. These Loans are secured by collateral comprised of Mortgages, deeds of trust 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 Trust, 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 Trust or Trustee in litigation and resolve any litigation where the Servicer has an obligation to defend Trust or Trustee.
3. Transact business of any kind regarding the Loans and the Properties, as Trust'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.

Timothy J. Manning
Certified and Digitally Signed



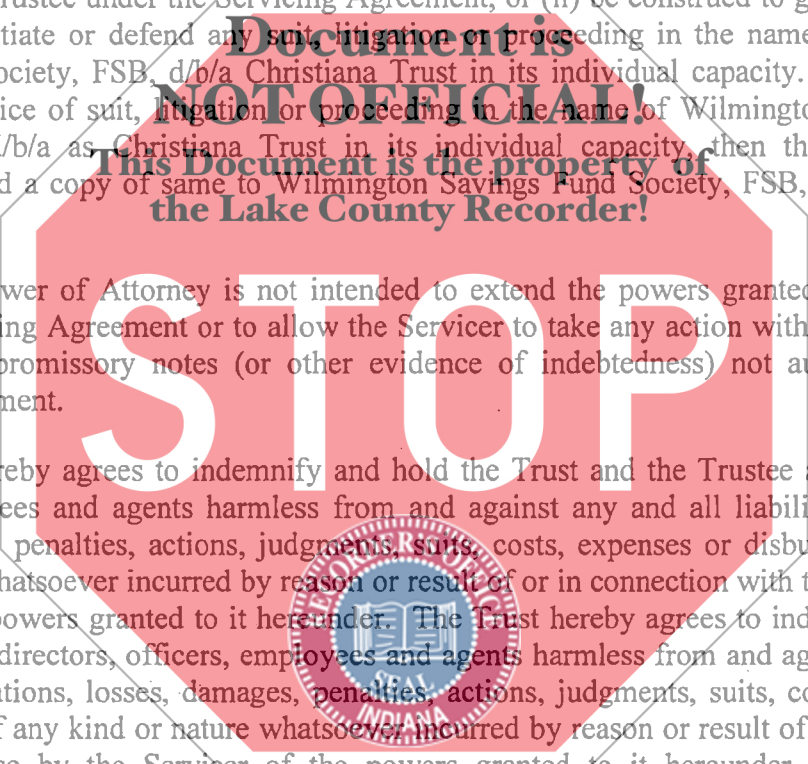
4. Execute bonds, notes, mortgages, deeds of trust and other contracts, agreements and instruments regarding the borrowers and/or the Property, including but not limited to the execution of releases, satisfactions, assignments, loan modification agreements, loan assumption agreements, subordination agreements, 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 Trustee.

5. Endorse on behalf of the undersigned Trust 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 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 as 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.

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

The Servicer hereby agrees to indemnify and hold the Trust and the 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 or in connection with the misuse by the Servicer of the powers granted to it hereunder. The Trust hereby agrees to indemnify and hold 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 indemnities shall survive the termination of this Limited Power of Attorney and the Servicing Agreement.



Witness my hand and seal this 28th day of June, 2017.

NO CORPORATE SEAL

MILL CITY MORTGAGE LOAN TRUST 2017-1

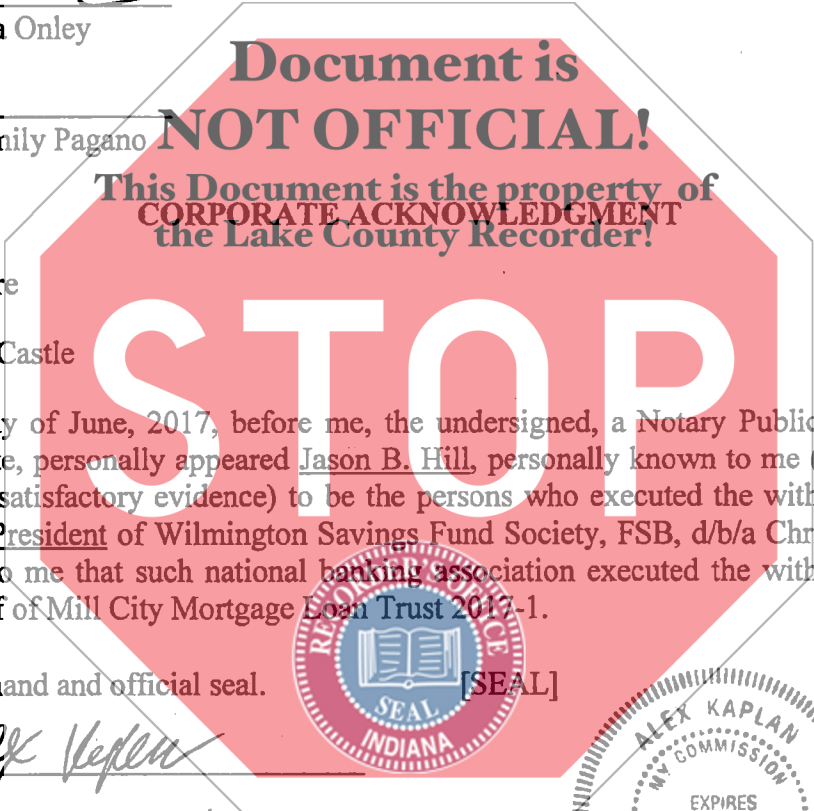
By: Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust not in its individual capacity but solely as Trustee

Anthony Jeffery
Witness: Anthony Jeffery

By: Jason B. Hill
Name: Jason B. Hill
Title: Assistant Vice President

Jessica Onley
Witness: Jessica Onley

Mary Emily Pagano
Attest: Mary Emily Pagano



State of Delaware

County of New Castle

On this 28th day of June, 2017, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Jason B. Hill, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as Assistant Vice President of Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust and acknowledged to me that such national banking association executed the within instrument as trustee on behalf of Mill City Mortgage Loan Trust 2017-1.

WITNESS my hand and official seal. [SEAL]

Signature: Alex Kaplan

My commission expires: 12/08/2018



Acknowledged and Agreed:

NEW PENN FINANCIAL LLC D/B/A SHELLPOINT MORTGAGE SERVICING,
as Servicer

By: Cynthia M. Brock

Name: Cynthia M. Brock, Manager
Title: