

Document drafted by and
RECORDING REQUESTED BY:
Nationstar Mortgage LLC d/b/a Mr. Cooper
4000 Horizon Way
Irving, TX 75063

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LIMITED POWER OF ATTORNEY

The trusts identified on the attached Schedule A (the "Trusts"), by and through U.S. Bank National Association, a national banking association organized and existing under the laws of the United States and having an office at 60 Livingston Avenue, EP-MN-WS3D, St. Paul, MN 55107, not in its individual capacity but solely as Trustee ("Trustee"), hereby constitutes and appoints Nationstar Mortgage LLC, d/b/a Mr. Cooper ("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 (11) below; provided however, that (a) 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 related servicing agreements, (b) all actions taken by Servicer pursuant to this Limited Power of Attorney must be in accordance with Federal, State and local laws and procedures, as applicable and (c) no power is granted hereunder to take any action that would be either adverse to the interests of or be in the name of U.S. Bank National Association in its individual capacity. This Limited Power of Attorney is being issued in connection with Servicer's responsibilities to service certain mortgage loans (the "Loans") held by the Trustee. 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. Please refer to Schedule A attached hereto.

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 the Trustee, 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, accepting deeds in lieu of foreclosure, evicting (to the extent allowed by federal, state or local laws), foreclosing on the properties under the Security Instruments by judicial or non-judicial foreclosure, instituting actions for temporary restraining orders, quiet title, injunctions, appointments of receiver, waste, fraud and any and all other legal actions, in tort, contract or otherwise, necessary to enforce the terms of the Security Instrument and to execute such verifications in support thereof, as may be necessary or advisable in any state or federal suit, bankruptcy action, administrative hearing or other proceeding.



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2. Execute and/or file such documents and take such other action as is proper and necessary to defend the Trustee in litigation and to resolve any litigation where the Servicer has an obligation to defend the Trustee, including but not limited to dismissal, termination, cancellation, rescission and settlement.
3. Transact business of any kind regarding the Loans, as the Trustee's act and deed, to contract for, purchase, 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, complete, indorse or file 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 estoppel certificates, financing statements, continuation statements, releases, satisfactions, reconveyances, assignments, loan modification agreements, payment plans, waivers, consents, amendments, forbearance agreements, loan assumption agreements, subordination agreements, property adjustment agreements, management agreements, listing agreements, purchase and sale agreements, short sale transactions and other instruments pertaining to mortgages or deeds of trust, and execution of deeds and associated instruments, if any, conveying the Property, in the interest of the Trustee.
5. Endorse on behalf of the undersigned all checks, drafts and/or other negotiable instruments made payable to the undersigned.
6. Execute any document or perform any act in connection with the administration of any PMI policy or LPMI policy, hazard or other insurance claim relative to the Loans or related Property.
7. Execute any document or perform any act described in items (3), (4), and (5) in connection with the termination of any Trust as necessary to transfer ownership of the affected Loans to the entity (or its designee or assignee) possessing the right to obtain ownership of the Loans.
8. Subordinate the lien of a mortgage, deed of trust, or deed or other security instrument to secure debt (i) for the purpose of refinancing Loans, where applicable, or (ii) to an easement in favor of a public utility company or a government agency or unit with powers of eminent domain, including but not limited to the execution of partial satisfactions and releases and partial reconveyances reasonably required for such purpose, and the execution or requests to the trustees to accomplish the same.
9. Convey the Property to the mortgage insurer, or close the title to the Property to be acquired as real estate owned, or convey title to real estate owned property ("REO Property").
10. Execute and deliver any documentation with respect to the sale, maintenance, preservation, renovation, repair, demolition or other disposition, of REO Property acquired through a foreclosure or deed-in-lieu of foreclosure, including, without limitation: permits, remediation plans or agreements, certifications, compliance certificates, health and safety certifications, listing agreements; purchase and sale agreements; grant / limited or special warranty, right of claim deeds or any other deed, but not general warranty deeds, causing the transfer of title of



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the property to a party contracted to purchase same; escrow instructions; and any and all documents necessary to effect the transfer of REO Property.

11. To execute, record, file and/or deliver any and all documents of any kind for the purpose of fulfilling any servicing duties, including but not limited to those listed in subparagraphs (1) through (10), above, where Trustee's interest is designated, stated, characterized as or includes any reference to one or more of the following: "Indenture Trustee", "Owner Trustee", "Successor Trustee", "Successor in Interest", "Successor to", "Successor by Merger", "Trustee/Custodian", "Custodian/Trustee" or other similar designation.


Trustee also grants unto Servicer the full power and authority to correct ambiguities and errors in documents necessary to effect or undertake any of the items or powers set forth in items (1) to (11), above.

In addition to the indemnification provisions set forth in the applicable servicing agreements for the Trusts listed on Schedule A, attached, Servicer hereby agrees to indemnify and hold 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 the misuse of this Limited Power of Attorney by the Servicer. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the related servicing agreements or the earlier resignation or removal of the Trustee for the Trusts listed on Schedule A.

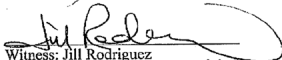
Witness my hand and seal this 15th day of September, 2020.

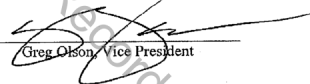
NO CORPORATE SEAL

On Behalf of the Trusts, by
U.S. Bank National Association, as Trustee


Witness: Jose Amaya

By: 
Michael Wang, Vice President


Witness: Jill Rodriguez

By: 
Greg Olson, Vice President

Attest: Michael D. Bergtson, Assistant Vice President



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CORPORATE ACKNOWLEDGMENT

State of Minnesota

County of Ramsey

On this 15th day of September, 2020, before me, the undersigned, personally appeared Michael Wang-Vice President, Greg Olson-Vice President, and Michael D. Bengtson-Asst. Vice President, personally known to me or proved to me on the basis of satisfactory evidence, to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities, and that by their signatures on the instrument, the individuals, executed the instrument and that such individuals made such appearance before the undersigned in the county of Ramsey, State of Minnesota.

WITNESS my hand and official seal.

Signature: 

Brad J. Weber

My commission expires: 01/31/2024



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SCHEDULE A

1. NRZ Pass-Through Trust VII (PREF), pursuant to that certain Pass-Through Trust Agreement, dated September 20, 2016 by and between NRZ Pass-Through VII Parent LLC, as trust depositor, U.S. Bank National Association, as Trustee and New Residential Investment Corp., as Guarantor

Property of Lake County Recorder



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Dallas County
John F. Warren
Dallas County Clerk

Instrument Number: 202000274913

eRecording - Real Property

Recorded On: October 07, 2020 01:35 PM

Number of Pages: 6

" Examined and Charged as Follows: "

Total Recording: \$42.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 202000274913
Receipt Number: 20201007000774
Recorded Date/Time: October 07, 2020 01:35 PM
User: Lynn G
Station: CC18

Record and Return To:

Simplifile



STATE OF TEXAS
COUNTY OF DALLAS

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Dallas County, Texas.

John F. Warren
Dallas County Clerk
Dallas County, TX

