

POWER OF ATTORNEY

Dated as of November 7, 2017

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, pursuant to the terms of the Mortgage Loan Purchase Agreement, by and among NRZ Mortgage Holdings LLC (the "Purchaser"), HSBC Finance Corporation, a Delaware corporation, individually as Finance Company and in its capacity as Seller Representative, HSBC Bank USA, N. A., as the bank seller (the "Bank Seller") and the Persons listed on Schedule 1 thereto, made and entered into as of June 1, 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"), and the Bank Seller 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 June 1, 2017, by and among the Purchaser, Fay Servicing, LLC, as successor servicer 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 **Fay Servicing, LLC located at 440 S. LaSalle Street, 20th Floor, Chicago, IL 60605** (the "Successor Servicer") to act as successor servicer for the Mortgage Loans;

WHEREAS, Seller is providing this Limited Power of Attorney to Successor Servicer 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 Successor Servicer at the direction of Purchaser, as Seller's true and lawful agent and attorney-in-fact with respect to each 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 checks and other payment instruments that are payable to the order of Seller and that have been received by the Purchaser or the 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 Servicer as said attorney in fact shall lawfully do or cause to be done by virtue hereof.

ARTICLE I

The enumeration of particular powers herein is not intended in any way to limit the grant to Successor Servicer as Seller's attorney-in-fact of full power and authority with respect to the 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 Successor Servicer as Seller's attorney-in-fact may rely completely, unconditionally and conclusively on the authority of Successor Servicer, and need not make any inquiry about whether Successor Servicer 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 Successor Servicer 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

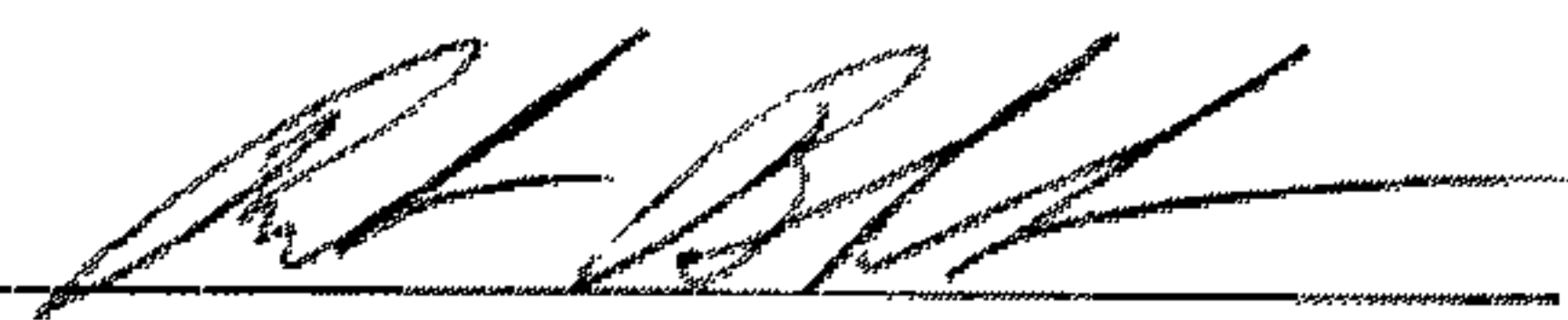
Any act or thing lawfully done hereunder and in accordance with this Limited Power of Attorney by Purchaser shall be binding on the Seller and the Seller's successors and assigns.

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 27th day of June 2019 (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.

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

By: 
Name: Rick L. Behnke
Title: Assistant Treasurer

WITNESS:


Name: K. Nolan

For: Sellers set forth on Schedule I hereto

WITNESS:

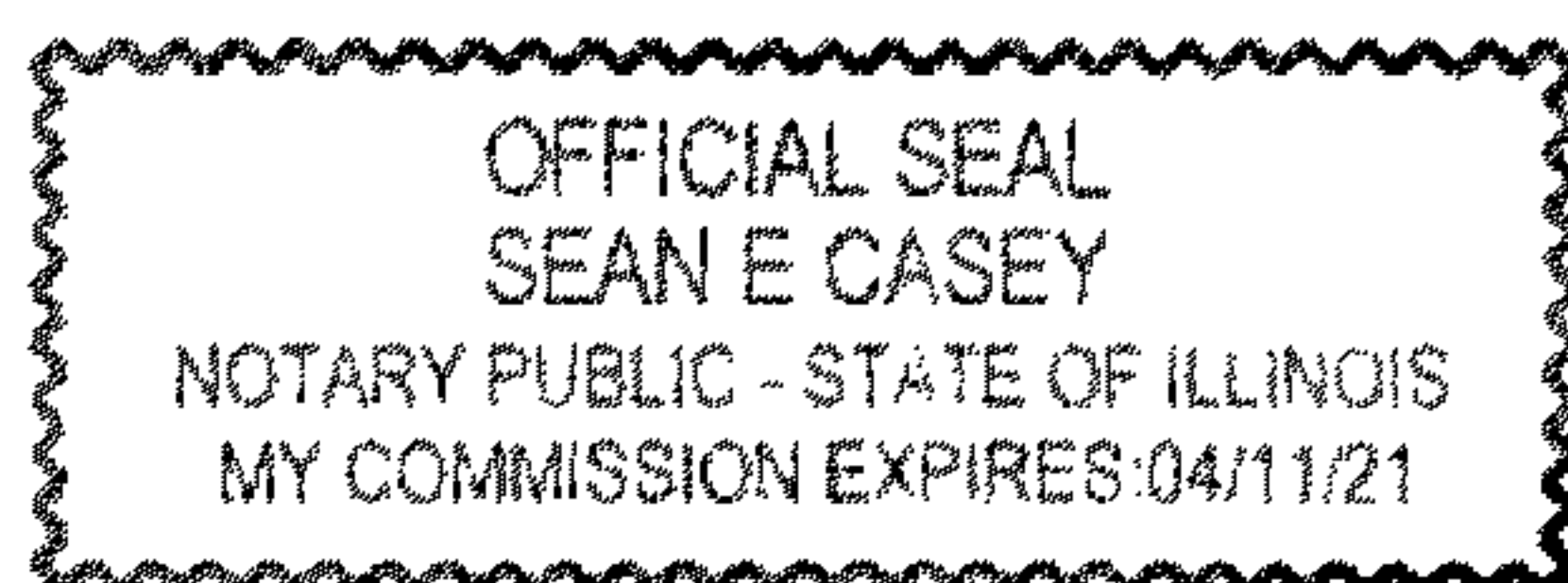

Name: P. Grum

STATE OF Illinois)
)ss.
COUNTY OF Cook)

On this 7th day of November 2017, before me, a notary public in and for the State of Illinois, appeared Rick L. Behnke who is known to me to be an officer of the entity listed herein, and who signed his name hereto for the purposes stated herein.

My Commission Expires April 11, 2021
Commission # FF 783037

[SEAL]




NOTARY PUBLIC
Sean Casey

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.	

**on behalf of itself and as successor by merger to
Household Finance Corporation of Hawaii*

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

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 Corporation of West Virginia, a West Virginia 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



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
11/15/2017 09:29:03 AM
\$30.00 CHERRY
20171115000412500

A handwritten signature in black ink, appearing to read "James W. Fuhrmeister", is written over the official text of the clerk's office.