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After Recording Return to:
Title Clearing & Escrow, LLC
6102 S. Memorial Dr.
Tulsa, OK 74133

LIMITED POWER OF ATTORNEY

New Residential Mortgage Loan Trust 2020-NPL2
c/o U.S. Bank Trust National Association
Delle Donne Corporate Center
1011 Centre Road, Suite 203, Mail Code EX-DE-WD2D
Wilmington, DE 19805

TO

Fay Servicing, LLC
440 South Lasalle St., Suite 2000
Chicago, IL 60605

LIMITED POWER OF ATTORNEY

Recording Requested By
and When Recorded Mail To:

Fay Servicing LLC
1601 LBJ Freeway, Suite 150
Farmers Branch, TX 75234

KNOW ALL MEN BY THESE PRESENTS, that New Residential Mortgage Loan Trust 2020-NPL2 (the "Issuer"), a Delaware statutory trust organized and existing under the laws of the State of Delaware, and having its principal place of business at c/o U.S. Bank Trust National Association, Delle Donne Corporate Center, 1011 Centre Road, Suite 203, Mail code: EX-DE-WD2D, Wilmington, DE 19805, dated as of September 10, 2020 (the "Agreement") by and among Fay Servicing, LLC as servicer ("Fay"), New Residential Mortgage Loan Trust 2020-NPL2 (the "Issuer") and Nationstar Mortgage LLC as master servicer (in such capacity, the "Master Servicer"), hereby constitutes and appoints Fay, by and through Fay officers, the Issuer's true and lawful Attorney-in-Fact, in the Issuer's name, place and stead and for the Issuer's benefit, in connection with all mortgage loans (the "Loans") serviced by Fay pursuant to the Agreement solely for the purpose of performing such acts and executing such documents in the name of the Issuer necessary and appropriate to effectuate the following enumerated transactions in respect of any of the mortgages or deeds of trust (the "Mortgages" and the "Deeds of Trust" respectively) and promissory notes secured thereby (the "Mortgage Notes") for which the undersigned is acting as Issuer for various securityholders (whether the undersigned is named therein as mortgagee or beneficiary or has become mortgagee by virtue of endorsement of the Mortgage Note secured by any such Mortgage) and for which Fay is acting as Servicer.

This appointment shall apply only to the following enumerated transactions and nothing herein or in the Agreement shall be construed to the contrary.

1. The modification or re-recording of a Mortgage or Deed of Trust, where said modification or re-recording is solely for the purpose of correcting the Mortgage or Deed of Trust to conform same to the original intent of the parties thereto or to correct title errors discovered after such title insurance was issued: provided that (i) said modification or re-recording, in either instance, does not adversely affect the lien of the Mortgage or Deed of Trust as insured and (ii) otherwise conforms to the provisions of the Agreement.
2. The subordination of the lien of a Mortgage or Deed of Trust to an easement in favor of a public utility company of a government agency or unit with powers of eminent domain; this section shall include, without limitation, the execution of partial satisfactions/release, partial reconveyances or the execution or requests to trustees to accomplish same.

3. The conveyance of the properties to the mortgage insured, or the closing of the title to the property to be acquired as real estate owned, or conveyance of title to real estate owned.
4. The completion of loan assumption agreements.
5. The full satisfaction/release of a Mortgage or Deed of Trust or full conveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.
6. The assignment of any Mortgage or Deed of Trust and the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby.
7. The full assignment of a Mortgage or Deed of Trust upon payment and discharge of all sums secured thereby in conjunction with the refinancing thereof, including without limitation, the assignment of the related Mortgage Note.
8. With respect to a Mortgage or Deed of Trust, the foreclosure, the taking of a deed in lieu of foreclosure, or the completion of judicial or non-judicial foreclosure or termination, cancellation or rescission of any such foreclosure, including, without limitation, any and all of the following acts:
 - a) The substitution of trustee(s) serving under a Deed of Trust, in accordance with state law and the Deed of Trust;
 - b) The preparation and issuance of statements of breach or non-performance;
 - c) The preparation and filing of notices of default and/or notices of sale;
 - d) The cancellation/rescission of notices of default and/or notices of sale;
 - e) The taking of a deed in lieu of foreclosure; and
 - f) The preparation and execution of such other documents and performance of such other actions as may be necessary under the terms of the Mortgage, Deed of Trust or state law to expeditiously complete said transaction in paragraphs 8.a. through 8.e. above.
9. With respect to the sale of property acquired through a foreclosure or deed-in lieu of foreclosure, including, without limitation, the execution of the following documentation:
 - a) Listing agreements;
 - b) Purchase and sale agreements;
 - c) Grant/warranty/quit claim deeds or any other deed causing the transfer of title of the property to a party contracted to purchase same;
 - d) Escrow instructions; and
 - e) Any and all documents necessary to effect the transfer of property.

10. The modification or amendment of escrow agreements established for repairs to the mortgaged property or reserves for replacement of personal property.
11. Initiate litigation and file petitions for summary proceedings related to the Mortgage Loans and the underlying property that may arise pursuant to bankruptcy, title to the property, title insurance, and eviction/unlawful detainer.
12. Servicer has the power to execute and deliver additional Limited Powers of Attorney and delegate the authority given to it by the Owner Trustee under the Servicing Agreement.

The undersigned gives said Attorney-in-Fact full power and authority to execute such instruments and to do and perform all and every act and thing necessary and proper to carry into effect the power or powers granted by or under this Limited Power of Attorney as fully as the undersigned might or could do, and thereby does ratify and confirm to all that said Attorney-in-Fact shall be effective as of September 10, 2020.

This appointment is to be construed and interpreted as a limited power of attorney. The enumeration of specific items, rights, acts or powers herein is not intended to, nor does it give rise to, and it is not to be construed as a general power of attorney. The authority granted to the Servicer under this Limited Power of Attorney is not transferable to any other party or entity.

Nothing contained herein shall (i) limit in any manner any indemnification provided by Fay to the Issuer under the Agreements, or (ii) be construed to grant Fay the power to initiate or defend any suit, litigation or proceeding in the name of the Issuer except as specifically provided for herein. If Fay receives any notice of suit, litigation or proceeding in the name of the Issuer then Fay shall promptly forward a copy of same to the Issuer.

This limited power of attorney is not intended to extend the powers granted to Fay under the Agreement or to allow the Servicer to take any action with respect to Mortgages, Deeds of Trust or Mortgage Notes not authorized by the Agreement.

Fay hereby agrees to indemnify and hold the Issuer and its owner trustee, 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 Fay of the powers granted to it hereunder. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the Agreement or the earlier resignation or removal of the Issuer under the Agreement.

This limited power of attorney and any subsequent limited power of attorney given to Fay shall terminate on) the occurrence of any of the following events or until revoked in writing by the undersigned provided, that so long as none of the following events below

have occurred or are continuing, the Issuer shall execute and deliver a replacement power of attorney upon the request of Fay:

- i. the termination of Fay as the Servicer with respect to the Loans serviced by Fay under the Agreement,
- ii. the transfer of servicing from Fay to another servicer with respect to the Loans serviced by Fay under the Agreement,
- iii. the appointment of a receiver or conservator with respect to the business of Fay, or
- iv. the filing of a voluntary or involuntary petition of bankruptcy by Fay or any of its creditors.

Notwithstanding the foregoing, the power and the authority given to Fay under this Limited Power of Attorney shall be revoked with respect to the Agreement and the Loans subject thereto upon the occurrence of:

- i. the suspension or termination of Fay as Servicer; or
- ii. the transfer of servicing from Fay to another servicer.

This Limited Power of Attorney is entered into and shall be governed by the laws of the State of New York, without regard to conflicts of law principles of such state.

Third parties without actual notice may rely upon the exercise of the power granted under this Limited Power of Attorney; and may be satisfied that this Limited Power of Attorney shall continue in full force and effect and has not been revoked unless an instrument of revocation has been made in writing by the undersigned.

It is expressly understood and agreed by the Attorney-in-Fact and any person relying on this Power of Attorney that (a) the Agreement and this Power of Attorney is executed and delivered by U.S. Bank Trust National Association, not individually or personally, but solely as Owner Trustee of the Issuer, in the exercise of the powers and authority conferred and vested in it under the Trust Agreement, (b) each of the representations, undertakings and agreements made in the Agreement or in this Power of Attorney on the part of the Issuer or Owner Trustee is made and intended not as personal representations, undertakings and agreements by U.S. Bank Trust National Association but is made and intended for the purpose of binding only, and is binding only on, the Issuer, (c) nothing in the Agreement or herein contained shall be construed as creating any liability on U.S. Bank Trust National Association, individually or personally, to perform any covenant either expressed or implied contained in the Agreement or herein of the Owner Trustee or the Issuer, all such liability, if any, being expressly waived by the Attorney-in-Fact and any person relying on this power of attorney and by any person claiming by, through or under the Attorney-in-Fact or such person, (d) U.S. Bank Trust National Association has

made no and will make no investigation as to the accuracy or completeness of any representations and warranties made or other obligations of the Issuer in the Agreement, in any other related documents or herein and (e) under no circumstances shall U.S. Bank Trust National Association be personally liable for the payment of any indemnities, indebtedness or expenses of the Owner Trustee or Issuer or be liable for the performance, breach or failure of any obligation, representation, warranty or covenant made or undertaken by the Owner Trustee or Issuer under the Agreement, this Power of Attorney or any other related documents.

Notwithstanding anything herein to the contrary, this Power of Attorney does not, and is not intended to, and will not be construed to, grant any authority to the Attorney-in-Fact to (i) expand, increase, incur, or otherwise impose any duties, liabilities or obligations of or on the Owner Trustee, as trustee or in its individual capacity, or (ii) provide any guaranty, indemnity or property of the Owner Trustee, as trustee or in its individual capacity, for any reason whatsoever.

IN WITNESS WHEREOF, the Issuer has caused this instrument to be signed in its name and behalf by a duly elected and authorized signatory this 1st day of October 2020.

NEW RESIDENTIAL MORTGAGE LOAN
TRUST 2020-NPL2

By: U.S. Bank Trust National Association, not in its individual capacity but solely as Owner Trustee

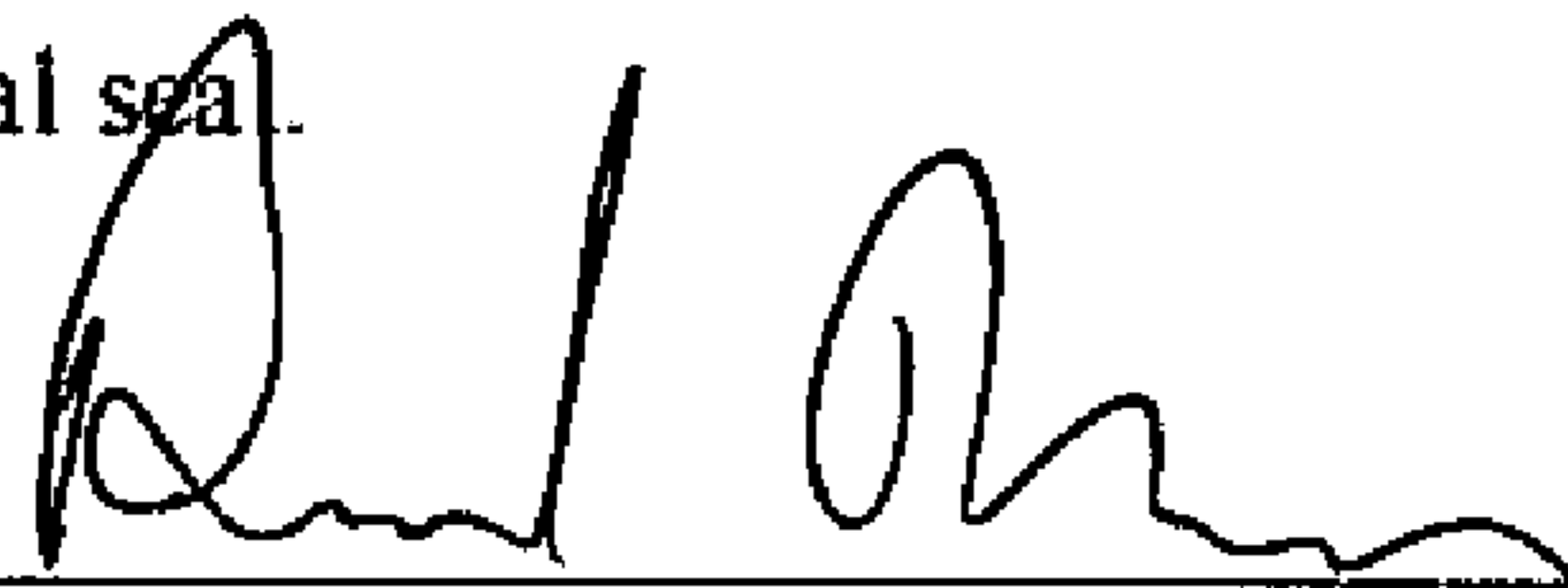
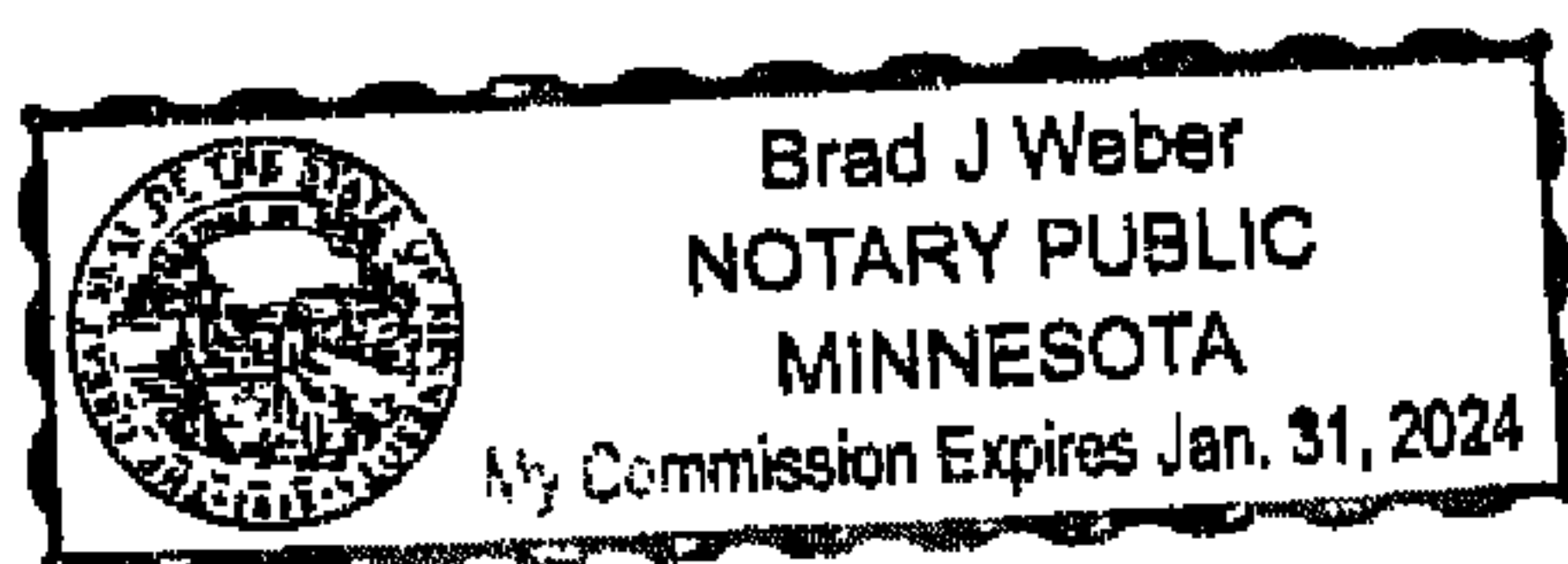


Name: Michael Wang
Title: Vice President

STATE OF Minnesota
COUNTY OF Ramsey

On October 1, 2020, before me, the undersigned, a Notary Public in and for said state, personally appeared Michael Wang Vice President of U.S. Bank Trust National Association, the Owner Trustee of New Residential Mortgage Loan Trust 2020-NPL2, personally known to me to the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the entity upon behalf of which the person acted and executed the instrument.

WITNESS by hand and official seal.
(SEAL)



Brad J. Weber Notary Public
State of Minnesota, commission expires 1/31/2024

Acknowledged and Agreed Oct. 1, 2020

By:



Name: Greg Olson

Title: Vice President



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
09/30/2021 11:46:54 AM
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