

LIMITED POWER OF ATTORNEY

1. Wells Fargo Bank, National Association, not in its individual or banking capacity, but solely in its capacity as Certificate Trustee (the "Trustee") under that certain Master Trust Agreement dated as of March 1, 2009 by and among Selene Finance LP, Depositor, Wells Fargo Delaware Trust Company, Delaware Trustee, and Wells Fargo Bank, National Association, solely in its capacity as Certificate Trustee (the "Trustee"), relating to SRMOF II 2011-1 Trust (the "Trust") and any related governing transactional and servicing agreement(s) (collectively, the "Agreements") hereby constitutes and appoints:

SELENE FINANCE LP

solely in its capacity as the Servicer under the Agreements, as its true and lawful attorney-in-fact, acting by and through its authorized officers, with full authority and power to execute and deliver on behalf of the Trustee any and all of the following instruments to the extent consistent with the terms and conditions of the Agreements:

(i) all documents with respect to residential mortgage loans serviced for the Trust by the Servicer which are customarily and reasonably necessary and appropriate for the satisfaction, cancellation, or partial or full release of any mortgages, deeds of trust, or deeds to secure debt upon payment and discharge of all sums secured thereby;

(ii) all documents and instruments necessary to conduct any (a) foreclosure, or (b) the taking of any deed in lieu of foreclosure, or (c) any judicial or non-judicial foreclosure or termination, cancellation, or rescission of any such foreclosure, or (d) any similar procedure (collectively, as applicable, a "Foreclosure");

(iii) instruments appointing one or more substitute trustees or special purpose entities ("SPEs") to act in place of the corresponding entity named in any deed of trust;

(iv) affidavits of debt, notice of default, declaration of default, notices of foreclosure, and all such contracts, agreements, deeds, and instruments as are appropriate to (a) maintain any real property acquired through Foreclosure, or (b) effect any sale, transfer, or disposition of real property acquired through Foreclosure;

(v) all documents and instruments necessary to effect any assignment of mortgage or assignment of deed of trust; and

(iv) all other comparable instruments.

2. This Limited Power of Attorney shall apply only to the foregoing enumerated transactions and shall be limited to the above-mentioned exercise of power. This instrument is to be construed and interpreted only 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 should not be construed as, a general power of attorney.

3. Third parties without actual notice may rely upon the power granted to said attorney-in-fact under this Limited Power of Attorney and may assume that, upon the exercise of such power, all conditions precedent to such exercise of power have been satisfied and this Limited Power of Attorney has not been revoked. This Limited Power of Attorney shall supersede and replace any other limited power of attorney executed by the Trustee in connection with the Agreements in favor of the Servicer and any such other limited power of attorney shall be deemed revoked by this writing.

4. This Limited Power of Attorney is effective as of the date below and shall remain in full force and effect until (a) revoked in writing by the Trustee, or (b) the termination, resignation or removal of the

Trustee as trustee of the Trust, or (c) the termination, resignation or removal of the Servicer as servicer of the Trust, or (d) the termination of the Master Trust Agreement, whichever occurs earlier.

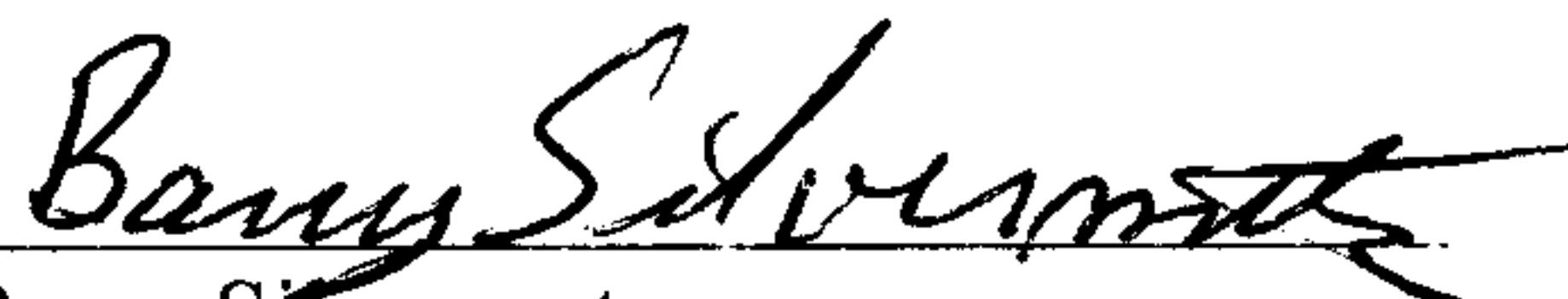
5. Nothing contained in this Limited Power of Attorney shall (i) limit in any manner any indemnification obligation provided by the Servicer to the Trustee or Trust under the Agreements or any document related thereto, or (ii) be construed to grant the Servicer the power to initiate or defend any suit, litigation, or proceeding in the name of the Trustee or Trust except as specifically provided for herein or under the Agreements.

Dated: October 14, 2013

Attest:


By: Alex Humphries
Its: Assistant Secretary

Wells Fargo Bank, National Association,
not in its individual or banking capacity, but
solely as Trustee on behalf of the Trust


By: Barry Silvermetz
Its: Vice President

Unofficial Witnesses:


Amanda Popovitch


Katie Craft


STATE OF MARYLAND
COUNTY OF HOWARD

SS:


On the 14th day of October 2013 before me, Kathleen A. Dean, a Notary in and for said State, personally appeared Barry Silvermetz, known to me to be Vice President of Wells Fargo Bank, National Association, and also known to me to be the person who executed this Limited Power of Attorney on behalf of Wells Fargo Bank, N.A., as Trustee, and acknowledged to me that Wells Fargo Bank, N.A., as Trustee, executed this Limited Power of Attorney.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my office seal the day and year written above,

KATHLEEN A. DEAN
NOTARY PUBLIC
HOWARD COUNTY
MARYLAND
My Commission Expires 2-6-2017


Notary Public: Kathleen A. Dean
My commission expires 2-6-2017

Prepared By: Kathleen Dean
Selene Financial, LP
9990 Richmond Ave., Ste 400S
Houston, TX 77042


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Shelby Cnty Judge of Probate, AL
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