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04/05/2016 02:40:19 PM  
POA 1/6

EXECUTION VERSION

LIMITED POWER OF ATTORNEY

AT516-22509  
RECORDING REQUESTED BY  
~~AND WHEN RECORDED MAIL TO:~~  
Rushmore Loan Management Services LLC  
15480 Laguna Canyon Road  
Irvine, California 92618  
Attn: Tamara Sulea

20150061324  
02/13/2015 RP2 \$32.00

ll  
KNOW ALL MEN BY THESE PRESENTS, that CARLSBAD FUNDING MORTGAGE TRUST, a statutory trust organized and existing under the laws of the State of Delaware and having its principal place of business at 2000 Avenue of the Stars, 11<sup>th</sup> Floor, Los Angeles, California 90067, as Owner (the "Owner") pursuant to that Base Servicing Agreement, by and among Rushmore Loan Management Services LLC (the "Servicer"), the Owner and Roosevelt Management Company LLC (the "Manager"), dated as of December 15, 2014 (the "Agreement"), hereby constitutes and appoints the Servicer, by and through the Servicer's officers, the Owner's true and lawful Attorney-in-Fact, in the Owner's name, place and stead and for the Owner's benefit, in connection with all mortgage loans and REO properties (collectively, the "Assets") subject to the terms of the Agreement and the SUBI Servicing Agreement Supplement, dated as of January 15, 2015, by and among the Owner, the Manager and the Servicer (the "Servicing Supplement"), for the purpose of performing all acts and executing all documents in the name of the Owner as may be customarily and reasonably 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 for which the undersigned is the Owner (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 or Deed of Trust) and for which the Servicer is performing sub-servicing activities all subject to the terms of the Agreement and the Servicing Supplement.

This appointment shall apply to the following enumerated transactions only:

1. The modification or re-recording of a Mortgage or Deed of Trust, where said modification or re-recording is 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 and said modification or rerecording, in either instance, does not adversely affect the lien of the Mortgage or Deed of Trust as insured.
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 United States governmental agency or unit with powers of eminent domain; this section shall include, without limitation, the execution of partial satisfactions/releases, partial reconveyances or the execution or requests to trustees to accomplish same.
3. The conveyance of the properties to the mortgage insurer, or the closing of the title to the property to be acquired as real estate owned, or conveyance of title to real estate owned.

Return to:  
Dakota Asset Services  
17171 Park Row # 215  
Houston TX 77084

711521717

Any provision herein which restrict the sale, rental or use of the described Real Property because of color or race is invalid and unenforceable under the Federal Law. Confidential information may have been redacted from the document in compliance with the Public Information Act.

A Certified Copy  
Attest: 6/17/2015  
Stan Stanart, County Clerk  
Harris County, Texas

  
Deputy  
Sean R. Russom



RP 093-98-1358

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 such other actions as may be necessary under the terms of the Mortgage, Deed of Trust or state law to expeditiously complete said transactions in paragraphs 8(a) through 8(e), above.
9. The completing and recording of any assignment, release or reconveyance instrument which is required for (a) the proper servicing of the related Asset or otherwise necessary to cure any defect in the chain of title, (b) ensuring that the Assets vest in the name of the Owner or another party designated by Owner, and (c) any transfer of record title which is required with respect to the Assets or any security interest related thereto.
10. The curing of any defects associated with any other document or instrument with respect to an Asset related to the servicing thereof pursuant to the Agreement and the Servicing Supplement.
11. The pursuing, prosecuting and defending of foreclosures (or other comparable conversions to ownership), ejectments, evictions, bankruptcies, suits and other related matters with respect to any Mortgaged Property, as defined in and pursuant to the Agreement or the Servicing Supplement.
12. The taking of such further actions as are deemed necessary or required to service, administer and endorse the terms of the Assets in accordance with the Agreement.

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Deputy

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13. The endorsing of checks, drafts and other evidence of payment made payable to the Owner in conjunction with any Asset, representing payments on accounts with all such amounts deposited in the related Custodial Account or Escrow Account, as defined in and pursuant to the Agreement.
14. The executing of loan modification agreements or forbearance agreements related to any Mortgage, promissory note, or any other documents related to any Asset consistent with the authority provided pursuant to the terms of the Agreement.

The Servicer hereby agrees to indemnify and hold Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, as UTI Trustee and SUBI Trustee (as each such term is defined in the Agreement), 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 for misuse of this Limited Power of Attorney by the Servicer of the powers specifically granted to it under the Agreement. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the Agreement or the earlier resignation or removal of Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, as UTI Trustee and SUBI Trustee (as each such term is defined in the Agreement).

Nothing contained herein shall (i) limit in any manner any indemnification provided by the Servicer to the UTI Trustee and SUBI Trustee (as each such term is defined in the Agreement, collectively, the "trustee") under the 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 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.

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, each subject to the terms and conditions set forth in the Agreement and in accordance with the standard of care set forth in the Agreement as fully as the undersigned might or could do, and hereby does ratify and confirm to all that said Attorney-in-Fact shall lawfully do or cause to be done by authority hereof. This Limited Power of Attorney shall be effective as of February 4, 2015.

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.

To the extent permitted by applicable law, the terms and provisions of the Agreement shall control in the event of any conflict or ambiguity between such terms or provisions and this Limited Power of Attorney.

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A Certified Copy  
Attest: 6/17/2015  
**Stan Stanart, County Clerk**  
Harris County, Texas

 Deputy  
**Sean R. Russom**



Witness my hand and seal this 6<sup>th</sup> day of February, 2015.

NO CORPORATE SEAL

CARLSBAD FUNDING MORTGAGE TRUST

By: Wilmington Savings Fund Society, FSB,  
d/b/a Christiana Trust, not individually but  
as trustee for Carlsbad Funding Mortgage  
Trust

(4)  
10/2

30R

By:   
Name: Jeffrey R. Everhart  
Title: Assistant Vice President

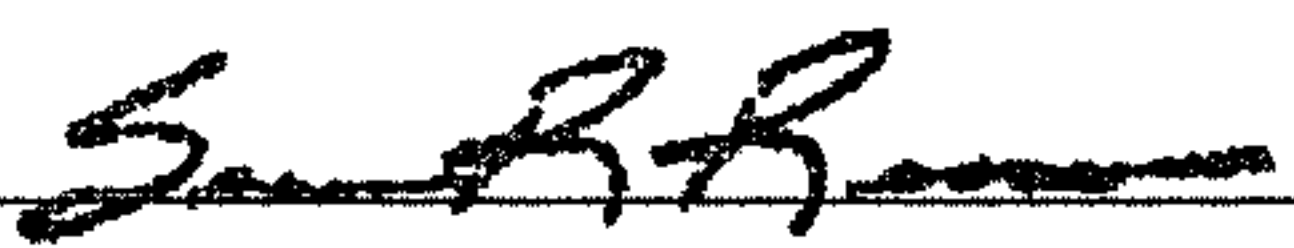
RP 093-98-1368

711521717

Power of Attorney

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A Certified Copy  
Attest: 6/17/2015  
Stan Stanart, County Clerk  
Harris County, Texas

 Deputy  
Sean R. Russom



CORPORATE ACKNOWLEDGMENT

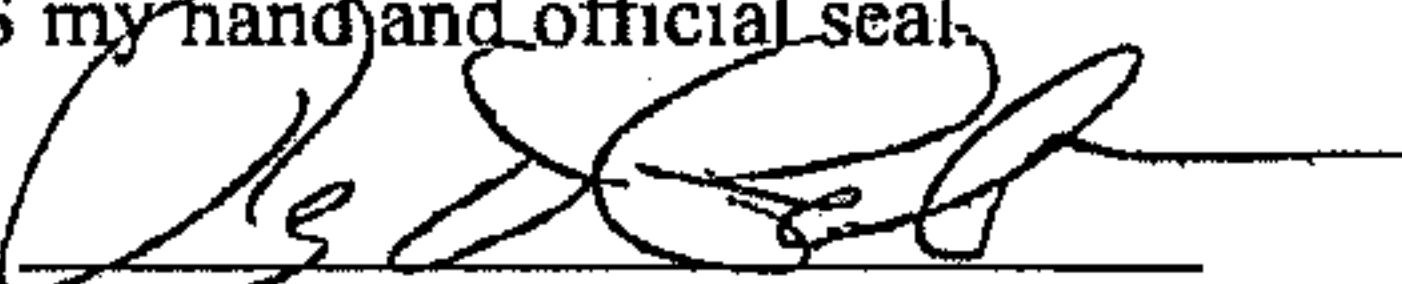
State of Delaware

County of New Castle

On this 6<sup>th</sup> day of February, 2015 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Jeffrey R. Everhart 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 federal savings bank executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

Signature:



My commission expires:



RP 093-98-1361

711521717

Power of Attorney

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A Certified Copy

Attest: 6/17/2015

Stan Stanart, County Clerk

Harris County, Texas



Deputy

Sean R. Russom



RP 093-98-1362

FILED  
2015 FEB 13 PM 1:28  
*Stan Stanart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

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.  
THE STATE OF TEXAS  
COUNTY OF HARRIS  
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time  
stamped herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris  
County, Texas.

FEB 13 2015



*Stan Stanart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
04/05/2016 02:40:19 PM  
\$29.00 CHERRY  
20160405000110330

*James W. Fuhrmeister*

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A Certified Copy

Attest: 6/17/2015

Stan Stanart, County Clerk

Harris County, Texas

*Sean R. Russom* Deputy

Sean R. Russom

