# SUBORDINATION AGREEMENT

アトシアのインな RICHARD C MILLER, JR., DIVORCED Mortgagors: Mortgagee: SPRINGCASTLE FINANCE FUNDING TRUST Mortgage: Dated: 12/08/2006 Recorded: 12/27/2006 Principal Amount: \$15,000.00 Book: Instrument: 20061227000626230 Page: County Recorded: SHELBY Legal Description of Property: See Attached Address of Property: 100 SUNFLOWER PLACE ALABASTER, AL 35007 Lender (Requesting Subordination): **NATIONSTAR MORTGAGE** KNOW ALL MEN BY THESE PRESENTS, that Mortgagee, on the date forth below, for valuable consideration paid to it in hand, the receipt of which is hereby acknowledged, hereby agrees that certain Mortgage given by Mortgagors which is more fully described above, a legal description of which is attached hereto as Exhibit A, which Mortgage constitutes a lien upon the Property above, shall hereafter be subordinate in lien priority, and distribution to the following Mortgage held by Lender named above, not exceeding the following principal amount and interest rate: Principal Amount: \$109,000.00 Interest Rate:4.625%(per year) Dated: County Recorded: SVRWXX #Senios New second concurrently besent the FURTHER, it is expressly understood and agreed that this Subordination Agreement shall not apply to any refinancing, renewal or extension of the Mortgage from Mortgagors to Lender. 06/13/2017 Agreed to on this date: SPRINGCASTLE FINANCE FUNDING TRUST, THROUGH ITS TRUSTEE Mortgagee: WILMINGTON TRUST, NATIONAL ASSOCIÁTION, BY SPRINGLEAF MORTGAGE SERVICES, INC., its Attorney-in-Fact see alached By: n wood-LEE JACKSON Vice President Title: Kentucky State of: County of: Laurel before me, the undersigned individual personally On this day, (0-15-1) A-Ksu ... Who acknowledged him or herself to be the Vice appeared

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

contained by signing the name of the corporation by him or herself under the title indicated.

President of ONEMAIN MORTGAGE SERVICES, INC., its Attorney-in-fact for SPRINGCASTLE FINANCE

he/she, as such, being authorized to do so, executed the foregoing instrument for the purposes therein

My Commission Expires:

3-12-20

FUNDING TRUST, THROUGH ITS TRUSTEE WILMINGTON TRUST, NATIONAL ASSOCIATION and that

Notary Public ANChelle Return To+ Prepared By: WELINDA RICHARDSON

ONEMAIN

725 INDUSTRIAL BLVD **LONDON, KY 40741** 

# EXHIBIT "A"

LOT 79, ACCORDING TO THE SURVEY OF GRANDE VIEW GARDEN & TOWNHOMES, FIRST ADDITION, AS RECORDED IN MAP BOOK 26, PAGE 16 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Commonly Known As: 100 SUNFLOWER Place, Alabaster, AL 35007

Parcel ID: 23-5-21-0-006-050.000

Document prepared by and Recording Requested by:

ONEMAIN MORTGAGE SERVICES, INC. FORMERLY KNOWN AS SPRINGLEAF MORTGAGE SERVICES, INC. Attn: ERICK M. CASTILLO

601 NW SECOND STREET

EVANSVILLE, IN 47701

(812) 468-5141

## LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that WILMINGTON TRUST, NATIONAL ASSOCIATION, WHOSE ADDRESS IS 1100 NORTH MARKET STREET, WILMINGTON, DELAWARE 19890 (the "Trustee"), pursuant to the trust agreements pertaining to the trusts set forth on Exhibit A and in connection with those certain servicing agreements, as may be amended from time to time, set forth on Exhibit B (the "Servicing Agreements") hereby constitutes and appoints ONEMAIN MORTGAGE SERVICES, INC. FORMERLY KNOWN AS SPRINGLEAF MORTGAGE SERVICES, INC., as the Trustee's true and lawful Attorney-in-Fact, in the Trustee's name, place and stead and for the Trustee's benefit, in connection with all mortgage loans serviced pursuant to the Servicing Agreements solely for the purpose of performing such acts and executing such documents in the name of the Trustee necessary and appropriate to effectuate the following enumerated transactions in respect of any of the mortgages or deeds of trust (the "Mortgages" and "Deeds of Trust" respectively), retail installment contracts ("other security instruments") and promissory notes secured thereby (the "Mortgage Notes") for which the undersigned is acting as Trustee for various Certificateholders of the trusts listed on Exhibit A (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/or assignment of the Mortgage or Deed of Trust).

This Appointment shall apply only to the following enumerated transactions and nothing herein or in the Servicing Agreements shall be construed to the contrary:

- The modification or re-recording of a Mortgage or Deed of Trust, or re-titling of other security instruments, where said modification, re-recording or re-titling is being done solely for the purpose of correcting the Mortgage, Deed of Trust or other security instruments 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, re-recording, or re-titling in either instance, does not adversely affect the lien position of the Mortgage, Deed of Trust or other security instruments as insured and (ii) otherwise conforms to the provisions of the applicable Servicing Agreements.
- 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;

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include, without this limitation, the execution section shall satisfactions/releases, partial reconveyances or the execution or requests to trustees to accomplish same.

- 3. The subordination of a lien of Mortgage or Deed of Trust to senior position Mortgage.
- 4. 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.
- 5. The completion of loan assumption agreements, and recordation of same (if necessary).
- 6. The full or partial satisfaction/release of a Mortgage or Deed of Trust or full or partial conveyance upon payment and discharge of the necessary limitation, and cancellation of the related Mortgage Note.
- The assignment of any Mortgage, Deed of Trust or other security instrument and the related Mortgage Note, in connection with the repurchase of the Mortgage Loan secured and evidenced thereby.
- 8. The full assignment of a Mortgage, Deed of Trust or other security instrument 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.
- With respect to a Mortgage or Deed of Trust, the foreclosure, the taking of a deed in lieu 9. 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:
  - The substitution of trustee(s) serving under a Deed of Trust, in accordance with а. state law and the Deed of Trust;
  - The preparation and issuance of statements of breach or non-performance; b.
  - The preparation and filing of notices of default and/or notices of sale;
  - c. d. The cancellation/rescission of notices of default and/or notices sale;
  - The taking of deed-in-lieu of foreclosure;
  - To file and prosecute claims, and to appear on behalf of the Trustee, in bankruptcy cases affecting the Mortgage Note, Mortgage or Deed of Trust; and
  - The preparation and execution of such other documents and performance of g. 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.f. above.
- 10. With respect to other security instruments the power to:
  - Perform any and all necessary acts of foreclosure and/or eviction; and
  - To file and prosecute claims, and to appear on behalf of the Trustee, in bankruptcy cases affecting the other security instruments.
- With respect to the sale of real property acquired through a foreclosure or deed-in-lieu of 11. foreclosure, including, without limitation, the execution of the following documentation:
  - Listing agreements;
  - Purchase and sale agreements;
  - Grant/warranty/quit claim deeds or any other deed causing the transfer of title of the property to a party contracted to purchase same;
  - Escrow instructions; and
  - Any and all documents necessary to effect the transfer of real property.
- 12. The modification or amendment of escrow agreements established for repairs to the mortgaged property.
- The endorsement of loss drafts or other checks that are necessary to effectuate proper 13. servicing of the loan.
- When requested by the Trustee, respond to litigation complaints, naming the Trustee as 14. a defendant. Trustee will be apprised of potential litigation by ONEMAIN MORTGAGE SERVICES, INC. FORMERLY KNOWN AS SPRINGLEAF MORTGAGE SERVICES, INC. as soon as commercially reasonable.

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15. To the extent permitted by law, the appearance in legal and administrative proceedings, actions, disputes, and matters concerning loan collateral and real estate owned, and the execution of documents necessary to effectuate such appearance, including without limitation, affidavits, pleadings, settlements, agreements, stipulations, and letters of consent.

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 hereby does ratify and confirm to all the Limited Power of Attorney shall be effective as of the date hereof.

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 or attorney.

Nothing contained herein shall (i) limit in any manner any indemnification provided to the Trustee under the applicable Servicing Agreements, or (ii) be construed to grant ONEMAIN MORTGAGE SERVICES, INC. FORMERLY KNOWN AS SPRINGLEAF MORTGAGE SERVICES, INC. the power to initiate or defend any suit, litigation or proceeding brought against Wilmington Trust, National Association as successor Trustee for the applicable trust, except as specifically provided for herein. If ONEMAIN MORTGAGE SERVICES, INC. FORMERLY KNOWN AS SPRINGLEAF MORTGAGE SERVICES, INC. receives any notice of suit, litigation or proceeding in the name of Wilmington Trust, National Association as successor Trustee, then ONEMAIN MORTGAGE SERVICES, INC. FORMERLY KNOWN AS SPRINGLEAF MORTGAGE SERVICES, INC. shall forward a copy of same to the Trustee within a reasonable period of time.

This Limited Power of Attorney is not intended to extend the powers granted to under the applicable Servicing Agreements or to allow ONEMAIN MORTGAGE SERVICES, INC. FORMERLY KNOWN AS SPRINGLEAF MORTGAGE SERVICES, INC. to take any action with respect to Mortgages, Deeds of Trust, other security instruments or Mortgage Notes not authorized by the applicable Servicing Agreements. Notwithstanding anything contained herein to the contrary, ONEMAIN MORTGAGE SERVICES, INC. FORMERLY KNOWN AS SPRINGLEAF MORTGAGE SERVICES, INC. shall not, without the Trustee's written consent, and such consent shall not be unreasonably withheld: (i) initiate any action, suit or proceeding directly relating to the servicing of a Mortgage Loan solely under the Trustee's name without indicating ONEMAIN MORTGAGE SERVICES, INC. FORMERLY KNOWN AS SPRINGLEAF MORTGAGE SERVICES, INC. in its applicable, representative capacity, so long as the jurisdictional and procedural rules will allow for this insertion to occur, (ii) initiate any action, suit or proceeding not directly relating to the servicing of a Mortgage Loan (including but not limited to actions, suits or proceedings against Certificateholders, or against the Depositor or any Mortgage Loan Seller for breaches of representations and warranties) solely under the Trustee's name, (iii) engage counsel to represent the Trustee in any action, suit or proceeding not directly relating to the servicing of a Mortgage Loan (including but not limited to actions, suits or proceedings against Certificateholders, or against the Depositor or any Mortgage Loan Seller for breaches of representations and warranties), or (iv) prepare, execute or deliver any government filings, forms, permits, registrations or other documents or take any action with the intent to cause, and that actually causes, the Trustee to be registered to do business in any state.

ONEMAIN MORTGAGE SERVICES, INC. FORMERLY KNOWN AS SPRINGLEAF MORTGAGE SERVICES, INC. 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 or in connection with the exercise by ONEMAIN MORTGAGE SERVICES, INC. FORMERLY KNOWN AS SPRINGLEAF MORTGAGE SERVICES, INC. of the powers granted to it hereunder. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the applicable Servicing Agreements or the earlier resignation or removal of the Trustee under the applicable trust agreements.

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

The authority granted to ONEMAIN MORTGAGE SERVICES, INC. FORMERLY KNOWN AS SPRINGLEAF MORTGAGE SERVICES, INC. by this Limited Power of Attorney is not transferable to any other party or entity.

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.

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IN WITNESS WHEREOF, Wilmington Trust, National Association has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by a duly elected and authorized signatory this 14 day of October, 2016.

> Wilmington Trust, National Association, in its capacity as Trustee for the trusts listed on Exhibit A

Name: /Jennifer A. Luce Title: Vice President

{Corporate Seal}

Rachel L. Simpson Title: Vice President

Katie Longwell Printed Name:

Katherine Janguzzio Printed Némé:

Acknowledged and Agreed

ONEMAIN MORTGAGE SERVICES, INC. FORMERLY KNOWN AS SPRINGLEAF MORTGAGE SERVICES, INC.

By: Name: Title:

STATE OF DELAWARE COUNTY OF NEW CASTLE

On Ochober 14, 2016 before me, the undersigned, a Notary Public in and for said state, personally appeared Jannifiz Aluce, Vice president of Wilmington Trust, a National Association and Rachel L. Sinusan Vice President of Wilmington Trust, National Association, in its capacity as Trustee for the trusts listed on Exhibit A personally known to me to be the persons whose names subscribed to the within instrument and acknowledge to me that he/she executed that 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 my hand and official seal-

(Seal)

Notary Public, State of Delaware

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### Exhibit A List of Trusts

SPRINGCASTLE AMERICA FUNDING TRUST, a Delaware common law trust; SPRINGCASTLE CREDIT FUNDING TRUST, a Delaware common law trust; SPRINGCASTLE FINANCE FUNDING TRUST, a Delaware common law trust

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# Exhibit B List of Servicing Agreements

SERVICING AGREEMENT for SPRINGCASTLE SERIES ASSET BACKED NOTES 2013-A, dated April 1, 2013 SUBSERVICING AGREEMENT among SPRINGLEAF FINANCE, INC., ONEMAIN MORTGAGE SERVICES, INC. FORMERLY KNOWN AS SPRINGLEAF MORTGAGE SERVICES, INC. et al, dated April 1, 2013



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
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