

EXECUTION VERSION

**20191212000458790
12/12/2019 08:01:12 AM
POA 1/4**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

After Recording Return To:
Nationstar Mortgage LLC
8950 Cypress Waters Boulevard
Coppell, TX 75019

LIMITED POWER OF ATTORNEY

Wilmington Savings Fund Society, FSB, not individually but solely as trustee of the New York common law trust known as Nationstar HECM Acquisition Trust 2018-3 (the "Acquisition Trustee") having an office at 500 Delaware Avenue, 11th Floor, Wilmington, Delaware 19801, hereby appoints Nationstar Mortgage LLC, a Delaware limited liability company ("Nationstar"), having an office at 8950 Cypress Waters Boulevard, Coppell, TX 75019 and any of its affiliates, and the officers, employees and agents of each, as its true and lawful attorney-in-fact for the purposes set forth below. This Limited Power of Attorney is given for the purpose of performing all acts and executing all documents in the name of the Acquisition Trustee, as necessary and incidental to the servicing of said loans in compliance with the terms of the Trust Agreement of Nationstar HECM Acquisition Trust 2018-3, dated as of November 12, 2018, by and among Nationstar Reverse Mortgage Funding LLC, U.S. Bank National Association, as Claims Payment Agent, and the Acquisition Trustee, and applicable law, including but not limited to:

1. Demand, sue for, recover, collect and receive each and every sum of money, debt, account and interest (which now is, or hereafter shall become due and payable) belonging to or claimed by the Acquisition Trustee, and to use or take any lawful means for recovery by legal process or otherwise, including but not limited to the substitution of trustee serving under a Deed of Trust, the preparation and issuance of statements of breach, notices of default, and/or notices of sale, accepting deeds in lieu of foreclosure, evicting (to the extent allowed by federal, state or local laws) foreclosing on the properties under the Security Instruments by judicial or non-judicial foreclosure, actions for temporary restraining orders, injunctions, appointments of receiver, suits for waste, fraud and any and all other tort, contractual or verifications in support thereof, as may be necessary or advisable in any bankruptcy action, state or federal suit or any other action.
2. Execute and/or file such documents and take such other action as is proper and necessary to defend the Acquisition Trustee in litigation and to resolve any litigation where the Servicer has an obligation to defend the Acquisition Trustee, including but not limited to dismissal, termination, cancellation, rescission and settlement.
3. Transact business of any kind regarding the Loans, as the Acquisition Trustee's act and deed, to contract for, purchase, receive and take possession and evidence of title in and to the Property and/or to secure payment of a promissory note or performance of any obligation or agreement relating thereto.

4. Execute, complete, indorse or file bonds, notes, mortgages, deeds of trust and other contracts, agreements and instruments regarding the Borrowers and/or the Property, including but not limited to the execution of estoppel certificates, financing statements, continuation statements, releases, satisfactions, reconveyances, assignments, loan modification agreements, payment plans, waivers, consents, amendments, forbearance agreements, loan assumption agreements, subordination agreements, property adjustment agreements, management agreements, listing agreements, purchase and sale agreements and other instruments pertaining to mortgages or deeds of trust, and execution of deeds and associated instruments, if any, conveying the Property, in the interest of the Acquisition Trustee.
5. Endorse on behalf of the undersigned all checks, drafts and/or other negotiable instruments made payable to the undersigned.
6. Execute any document or perform any act in connection with the administration of any PMI policy or LPMI policy, hazard or other insurance claim relative to the Loans or related Property.
7. Subordinate the lien of a mortgage, deed of trust, or deed to secure debt (i) for the purpose of refinancing Loans, where applicable, or (ii) to an easement in favor of a public utility company or a government agency or unit with powers of eminent domain, including but not limited to the execution of partial satisfactions and releases and partial reconveyances reasonably required for such purpose, and the execution or requests to the Acquisition Trustee to accomplish the same.
8. Convey the Property to the mortgage insurer, or close the title to the Property to be acquired as real estate owned, or convey title to real estate owned property ("REO Property").
9. Execute and deliver the following documentation with respect to the sale of REO Property acquired through a foreclosure or deed-in-lieu of foreclosure, including, without limitation: listing agreements; purchase and sale agreements; grant / limited or special warranty / quit claim deeds or any other deed, but not general warranty deeds, 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 REO Property.

It is expressly understood and agreed by Nationstar and any person relying on this Power of Attorney that (a) this Power of Attorney is executed and delivered by Wilmington Savings Fund Society, FSB, not individually or personally, but solely as Acquisition Trustee, in the exercise of the powers and authority conferred and vested in it, (b) each of the representations, undertakings and agreements made in this Power of Attorney on the part of the Acquisition Trustee is made and intended not as personal representations, undertakings and agreements by Wilmington Savings Fund Society, FSB but is made and intended for the purpose of binding only the Acquisition Trust, (c) nothing herein contained shall be construed as creating any liability on Wilmington Savings Fund Society, FSB, individually or personally, to perform any covenant either expressed or implied contained herein of the Acquisition Trustee or Nationstar, all such liability, if any, being expressly waived by Nationstar and any person relying on this power of attorney and by any person claiming by, through or under the Servicer or such person, (d) Wilmington Savings Fund Society, FSB has made no investigation as to the accuracy or completeness of any representations and warranties made herein and (e) under no circumstances shall Wilmington Savings Fund Society, FSB be personally liable for the payment of any indebtedness or expenses of the Acquisition Trust or Nationstar or be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by Nationstar or the Acquisition Trust under this Power of Attorney.

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 Nationstar to (i) expand, increase, incur, or otherwise impose any duties, liabilities or obligations of or on the Acquisition Trustee, as trustee or in its individual capacity, or (ii) provide any guaranty, indemnity or property (except for the Mortgage Assets) of the Acquisition Trustee, as trustee or in its individual capacity, for any reason whatsoever.

Nationstar hereby agrees to indemnify, defend and hold the Acquisition Trustee (individually and in its capacity as 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

20191212000458790 12/12/2019 08:01:12 AM POA 3/4

nature whatsoever incurred by reason or result of the misuse of this Limited Power of Attorney by Nationstar. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the related agreements.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Acquisition Trustee has executed this Limited Power of Attorney this 27th day of November, 2018.

Witness: [Signature]
Name: ANTHONY JEFFERY

WILMINGTON SAVINGS FUND SOCIETY, FSB,
not in its individual capacity, but solely as Acquisition Trustee

Witness: [Signature]
Name: Karen Huffman

By: [Signature]
Name: Mary Emily Pagano
Title: Trust Officer

STATE OF DELAWARE

COUNTY OF NEW CASTLE

On November 27, 2018, Mary Emily Pagano personally appeared before me, a Notary Public in and for said State, known to me to be a Trust Officer of Wilmington Savings Fund Society, FSB that executed the within instrument, and also known to me to be the person who executed said instrument on behalf of such Acquisition Trustee and acknowledged to me that such Acquisition Trustee executed the within instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.
(SEAL)

[Signature]
Name: Jessica Marie Onley
Notary Public
My Commission Expires: December 21, 2018



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
12/12/2019 08:01:12 AM
\$32.00 CHERRY
20191212000458790

Allen S. Bayl

AT Power of Attorney