

WHEN RECORDED RETURN TO:

New Penn Financial LLC d/b/a Shellpoint Mtg
55 Beattie Place Suite 500
Greenville, SC 29601



201612080082

Skagit County Auditor

\$82.00

12/8/2016 Page

1 of 10 1:45PM

DOCUMENT TITLE(S)

Limited Power of Attorney

GUARDIAN NORTHWEST TITLE CO.

113051

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

GRANTOR(S):

FMJM RWL Trust 2013-1, etal

GRANTEE(S):

New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing

ABBREVIATED LEGAL DESCRIPTION:

Lot 1 & Ptn Lot 2, SP #34-89, AF #8909130027; in 36-35-3 E W.M.

TAX PARCEL NUMBER(S):

350336-4-005-0100 PID 35436

DATE
CERTIFIED TO BE A TRUE AND CORRECT COPY
OF DOCUMENT ON FILE IN THIS OFFICE

SEP 28 2016

2016055959
P/ATTY Book: DE 2493 Page: 0900 - 0908 9 Pgs
July 29, 2016 11:35:31 AM
Rao: \$20.00

FILED IN GREENVILLE COUNTY, SC *Timothy J. Hammy*

REGISTER OF DEEDS, GREENVILLE COUNTY

LIMITED POWER OF ATTORNEY

When recorded return to:
New Penn Financial, LLC
d/b/a Shellpoint Mortgage Servicing
55 Beattie Place, Suite 500
Greenville, South Carolina 29601

This Limited Power of Attorney is made in connection with that certain Servicing Agreement, dated as of April 13, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Servicing Agreement"), by and among FMJM RWL Trust 2013-1 ("FMJM RWL"), FMJM RWL II Trust 2013-A ("FMJM RWL II"), FMJM RWL III Trust 2015-1 ("FMJM RWL III"), FMJM RWL REO LLC, FMJM RWL II REO LLC, FMJM RWL III REO LLC, and any statutory trust organized under the laws of the State of Delaware that becomes a party thereto pursuant to a Joinder Agreement (each, a "Trust" and collectively, the "Trusts"), and New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing (the "Servicer").

Each Owner hereby makes, constitutes and appoints Servicer for such Owner's benefit and in such Owner's name, place, and stead, the true and lawful attorney-in-fact of such Owner, with full power of substitution, to act, only with respect to any of the matters described in Exhibit A hereto, in any manner necessary and proper to exercise the servicing and administrative powers set forth in the Servicing Agreement. This appointment shall not be assigned to any third party by Servicer without the written prior consent of Owners. Unless sooner revoked by any Owner, this Limited Power of Attorney shall survive for a period not to exceed one (1) year past the date herein.

Nothing herein shall give any attorney-in-fact the rights or powers to negotiate or settle any suit, counterclaim or action against any Owner. If the Servicer receives any notice of suit, litigation or proceeding in the name of any Owner, then the Servicer shall promptly forward a copy of same to such Owner.

Except as otherwise permitted in Exhibit A hereto, nothing herein shall give any attorney-in-fact the rights or powers to execute any deed or similar instrument conveying or transferring title in and to any real property.

No Owner will be responsible for inspection of any items being executed pursuant to this Limited Power of Attorney and as such, is relying upon the Servicer to undertake whatever procedures may be necessary to confirm the accuracy of such items.

Any third party may rely upon presentation of an original counterpart of this Limited Power of Attorney, or a copy of this Limited Power of Attorney, as confirmation that no Owner has revoked this Limited Power of Attorney or the limited powers granted to Servicer hereunder. Any third party may rely upon a copy of this Limited Power of Attorney, to the same extent as if it were original, and shall be entitled to rely on a writing signed by the Servicer to establish

conclusively the identity of a particular right, power, capacity, asset, liability, obligation, property, loan or commitment of Servicer for all purposes of this Limited Power of Attorney.

Servicer shall not be obligated to furnish bond or other security in connection with its actions hereunder. The Servicer hereby agrees to indemnify and hold Owners and their directors, officers, employee 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 the Servicer of the powers granted to it hereunder. The foregoing indemnity shall be in addition to and not in lieu of any indemnity or other right(s) Owners may have in the Servicing Agreement, at law or in equity, and survive the termination of this Limited Power of Attorney and the Agreement.

Each Owner authorizes Servicer, by and through any of its directors or officers, or any other employee who is duly authorized by Servicer to certify, deliver and/or record copies and originals of this Limited Power of Attorney. Servicer's employees executing such documents in the name of such Owner necessary to properly service and administer mortgage loans must hold the office of Assistant Vice President or higher.

If any provisions of this Limited Power of Attorney shall be held invalid, illegal, or unenforceable, the validity, legality or enforceability of the other provisions hereof shall not be affected thereby. This Limited Power of Attorney is entered into and shall be governed by and construed by the laws of the State of New York without regard to conflicts of law principles of such state (except for Section 5-1401 of the New York General Obligations Law which shall govern).

Capitalized terms used, but not defined, herein shall have the meanings assigned thereto in the Servicing Agreement.

[signature page follows]

IN WITNESS WHEREOF, FMJM RWL Trust 2013-1, as an Owner, has caused these presents to be signed and acknowledged in its name and behalf by a duly elected and authorized signatory this 28 day of July, 2016.

FMJM RWL Trust 2013-1

By: Five Mile Capital Partners LLC, not in its individual capacity but solely as Administrator

By: 

Name: Thomas A. Kendall

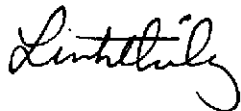
Title: Managing Member

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

On July 28, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared before me Thomas A. Kendall, Authorized Signatory of FMJM RWL Trust 2013-1, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed that same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted and executed the instrument.

WITNESS my hand and official seal.


[NOTARY SEAL]





IN WITNESS WHEREOF, FMJM RWL II Trust 2013-A, as an Owner, has caused these presents to be signed and acknowledged in its name and behalf by a duly elected and authorized signatory this 28 day of July, 2016.

FMJM RWL II Trust 2013-A
By: Five Mile Capital Partners LLC, not in its
individual capacity but solely as Administrator

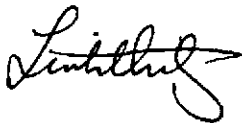
By: 
Name: Thomas A. Kendall
Title: Managing Member

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

On July 28, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared before me Thomas A. Kendall, Authorized Signatory of FMJM RWL II Trust 2013-A, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed that same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted and executed the instrument.

WITNESS my hand and official seal.

[NOTARY SEAL]





IN WITNESS WHEREOF, FMJM RWL III Trust 2015-1, as an Owner, has caused these presents to be signed and acknowledged in its name and behalf by a duly elected and authorized signatory this 28 day of July, 2016.

FMJM RWL III Trust 2015-1

By: Five Mile Capital Partners LLC, not in its individual capacity but solely as Administrator

By: 

Name: Thomas A. Kendall

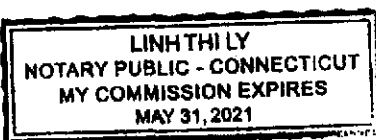
Title: Managing Member

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

On July 28, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared before me Thomas A. Kendall, Authorized Signatory of REO Acquisition Vehicle LLC, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed that same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted and executed the instrument.

WITNESS my hand and official seal.

[NOTARY SEAL]



IN WITNESS WHEREOF, FMJM RWL REO LLC, as an Owner, has caused these presents to be signed and acknowledged in its name and behalf by a duly elected and authorized signatory this 28 day of July, 2016.

FMJM RWL REO LLC

By: Five Mile Capital Partners LLC, not in its individual capacity but solely as Administrator

By: Thomas A. Kendall
Name: Thomas A. Kendall
Title: Managing Member

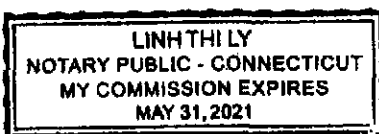
STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

On July 28, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared before me Thomas A. Kendall, Authorized Signatory of FMJM RWL REO LLC, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed that same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted and executed the instrument.

WITNESS my hand and official seal.

[NOTARY SEAL]

Linh Thily



IN WITNESS WHEREOF, FMJM RWL II REO LLC, as an Owner, has caused these presents to be signed and acknowledged in its name and behalf by a duly elected and authorized signatory this 28 day of July, 2016.

FMJM RWL II REO LLC

By: Five Mile Capital Partners LLC, not in its individual capacity but solely as Administrator

By: Thomas A. Kendall

Name: Thomas A. Kendall

Title: Managing Member

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

On July 28, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared before me Thomas A. Kendall, Authorized Signatory of FMJM RWL II REO LLC, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed that same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted and executed the instrument.

WITNESS my hand and official seal.

[NOTARY SEAL]

Linh Thi Ly



IN WITNESS WHEREOF, FMJM RWL III REO LLC, as an Owner, has caused these presents to be signed and acknowledged in its name and behalf by a duly elected and authorized signatory this 28 day of July, 2016.

FMJM RWL III REO LLC

By: Five Mile Capital Partners LLC, not in its individual capacity but solely as Administrator

By: Thomas A. Kendall

Name: Thomas A. Kendall

Title: Managing Member

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

On July 28, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared before me Thomas A. Kendall, Authorized Signatory of FMJM RWL III REO LLC, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed that same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted and executed the instrument.

WITNESS my hand and official seal.

Linh Thi Ly

[NOTARY SEAL]

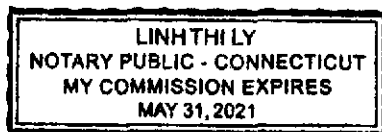


Exhibit A

List of Permitted/Authorized Action for Limited Power of Attorney

(a) to endorse, negotiate, deliver and deposit (into the account(s) specified in the Servicing Agreement) any check, draft, money order or other form of payment instrument payable to Owner and tendered as payment on or proceeds from any Mortgage Loan or REO Property;

(b) to endorse, execute, seal, acknowledge, deliver, file and /or record (including with the appropriate public officials) the following:

1. any documents or instruments (i) to endorse any promissory note for any Mortgage Loan to Servicer or its successors or assigns, (ii) to deliver assignments of mortgage or other security instruments related to any Mortgage Loan and supporting documents as may be necessary or appropriate to effect such assignment, (iii) to maintain and protect the validity, priority or value of the lien and security interest created by any mortgage on the related mortgaged property, REO Property, and any other security instrument for any Mortgage Loan or REO Property, including without limitation the notification of any property tax authorities and any casualty, property or mortgage insurers, (iv) to represent the interests of Owner with respect to any Mortgage Loan in connection with the default, collection, liquidation or foreclosure of any Mortgage Loan and the related mortgaged property or REO Property, the bankruptcy of the related mortgagor or any lawsuit or legal proceeding involving the Mortgage Loan or REO Property, (v) to appoint any successor or substitute trustee under a deed of trust mortgage, and (vi) to provide notice to any mortgagor of the transfer of the servicing of any Mortgage Loan, including any goodbye letters;

2. any modifications, waivers, assumptions, amendments or agreements for subordination or forbearance of any mortgage, promissory note or any other documents related to any Mortgage Loan or REO Property; and

3. any instrument of satisfaction or cancellation, or of partial or full release or discharge, and all other comparable instruments with respect to any mortgage or any related mortgaged property or REO Property for any Mortgage Loan; and

(c) to institute and pursue foreclosure proceedings or obtain a deed in lieu of foreclosure so as to effect ownership of any related mortgaged property or REO Property in the name or on behalf of Servicer or its successors and assigns, to manage, maintain, sell and otherwise liquidate any resulting REO Property, and to endorse, execute, seal, acknowledge, deliver, file, and/or record (including with the appropriate public officials) any deed, certificate of foreclosure sale and collateral assignment for the ownership of any REO Property and any mortgage or any other security instrument for the pledge of any REO Property.