

2017-003631

Klamath County, Oregon

04/06/2017 10:53:00 AM

Fee: \$52.00

Document drafted by and
RECORDING REQUESTED BY:
American Mortgage Investment Partners Management, LLC
2999 Westminster Avenue, Suite 265
Seal Beach, CA 90740
Attention: Dena Noble

CORD FIRST

Accommodation
Recording

SPACE ABOVE THIS LINE FOR RECORDER'S USE

(i) LIMITED POWER OF ATTORNEY

Wilmington Savings Fund Society, FSB, doing business as Christiana trust, having an office at 500 Delaware Avenue, 11th Floor, Wilmington, Delaware 19801 not in its individual capacity but solely as trustee ("Trustee") for BCAT 2015-14BTT (the "Trust"), hereby constitutes and appoints **American Mortgage Investment Partners Management, LLC** (the "Attorney-In-Fact"), and in its name, aforesaid Attorney-In-Fact, by and through any officer appointed by the Board of Directors of Attorney-In-Fact, to execute and acknowledge in writing or by facsimile stamp all documents customarily and reasonably necessary and appropriate for the tasks described in the items (1) through (5) below; provided however, that the documents described below may only be executed and delivered by such Attorneys-In-Fact if such documents are required or permitted under the terms of the Mortgage Asset Purchase and Sale Agreement, dated as of January 31, 2017 (the "Agreement"), by and between the Sellers (as defined in the Agreement) and Residential Credit Opportunities Trust III ("Purchaser"), and no power is granted hereunder to take any action that would be adverse to the interests of Wilmington Savings Fund Society, FSB, doing business as Christiana Trust. This Limited Power of Attorney is being issued in connection with Purchaser's rights related to certain mortgage loans (the "Loans") and related Properties (as defined below) held by Wilmington Savings Fund Society, FSB, doing business as Christiana Trust, as Trustee. These Loans are secured by collateral comprised of mortgages, deeds of trust and other forms of security instruments (collectively the "Security Instruments") encumbering any and all real and personal property delineated therein (the "Property") and the Notes secured thereby. It is expressly understood and agreed by the Attorneys-in-Fact and any person relying on this Limited Power of Attorney that (a) the Agreement and this Limited Power of Attorney is executed and delivered by Wilmington Savings Fund Society, FSB, not individually or personally, but solely as Trustee, in the exercise of the powers and authority conferred and vested in it, (b) each of the representations, undertakings and agreements made in the Agreement and in this Limited Power of Attorney on the part of the Sellers or the 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 Sellers, (c) nothing in the Agreement or 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 in the Agreement or herein of the Trustee or the Sellers, all such liability, if any, being expressly waived by the Attorneys-in-Fact and any person relying on this power of attorney and by any person claiming by, through or under the Attorneys-in-Fact or such person, (d) Trustee has made no investigation as to the accuracy or completeness of any representations and warranties made in the Agreement or herein and (e) under no circumstances shall Trustee be personally liable for the payment of any indebtedness or expenses of the Trustee or the Sellers or be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by the Trustee or the Sellers under the Agreement, this Limited Power of Attorney or any other related documents. Notwithstanding anything herein to the contrary, this Limited Power of Attorney does not, and is not intended to, and will not be construed to, grant any authority to the Attorneys-in-Fact to (i) expand, increase, incur, or otherwise impose any duties, liabilities or obligations of or on the Trustee, as Trustee or in its individual capacity, or (ii) provide any guaranty, indemnity or property of the Trustee, as trustee or in its individual capacity, for any reason whatsoever.

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 Wilmington Savings Fund Society, FSB, doing business as Christiana Trust, as 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, taking deeds in lieu of foreclosure, evicting (to the extent allowed by federal, state or local laws) and foreclosing on the properties under the Security Instruments.
2. Execute and/or file such documents and take such other action as is proper and necessary to defend Wilmington Savings Fund Society, FSB, doing business as Christiana Trust, as Trustee in litigation and resolve any litigation where the Purchaser has an obligation to defend Wilmington Savings Fund Society, FSB, doing business as Christiana Trust, as Trustee.
3. Transact business of any kind regarding the Loans and the Properties, as Wilmington Savings Fund Society, FSB, doing business as Christiana Trust, as Trustee's act and deed, to contract for, purchase, lease, 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 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 releases, satisfactions, assignments, loan modification agreements, loan assumption agreements, subordination agreements, property adjustment agreements, and other instruments pertaining to mortgages or deeds of trust, bills of sale and execution of deeds and associated and related instruments and documents necessary, if any, conveying or encumbering the Property or to effect the conveyance or release of an encumbrance on the Property, in the interest of Wilmington Savings Fund Society, FSB, doing business as Christiana Trust, as Trustee.
5. Endorse on behalf of the undersigned all checks, drafts and/or other negotiable instruments made payable to the undersigned.

Nothing contained herein shall (i) limit in any manner any indemnification provided by the Purchaser to the Trustee under the Agreement, or (ii) be construed to grant the Purchaser the power to initiate or defend any suit, litigation or proceeding in the name of Wilmington Savings Fund Society, FSB, doing business as Christiana Trust in its individual capacity. If the Purchaser receives any notice of suit, litigation or proceeding in the name of Wilmington Savings Fund Society, FSB, doing business as Christiana Trust in its individual capacity, then the Purchaser shall promptly forward a copy of same to the Trustee.

The Purchaser 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 willful misconduct by Purchaser of this Limited Power of Attorney. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the Agreement or the earlier resignation or termination of any servicer under the Agreement.

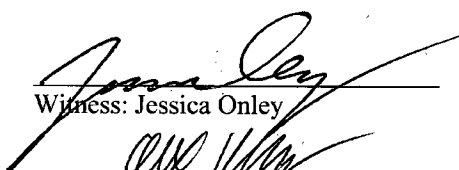
Third parties without actual notice may rely upon the exercise of the power granted under this Limited Power of Attorney; and may be satisfied that this Limited Power of Attorney shall continue in full force and effect and has not been revoked unless an instrument of revocation has been made in writing by the undersigned.

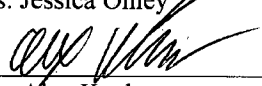
This Limited Power of Attorney is not intended to extend the powers granted to the Purchaser under the Agreement or to allow the Purchaser to take any action with respect Security Instruments or promissory notes (or other evidence of indebtedness) not authorized by the Trustee.

Witness my hand and seal this 21st day of February, 2017.

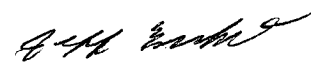
NO CORPORATE SEAL

On Behalf of the Trust, by Wilmington Savings Fund Society, FSB, doing business as Christiana Trust solely as Trustee for BCAT 2015-14BTT


Witness: Jessica Onley


Witness: Alex Kaplan


Attest: Karen Huffman

By: 
Name: Jeffrey R. Everhart
Title: AVP

CORPORATE ACKNOWLEDGMENT

State of Delaware

County of New Castle

On this 21st day of February, 2017, 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 AVP of Wilmington Savings Fund Society, FSB, doing business as 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: March 1, 2018

