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Klamath County, Oregon

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DOCUMENT TITLE: LIMITED POWER OF ATTORNEY

GRANTOR: U.S. BANK NATIONAL ASSOCIATION, TRUSTEE
60 LIVINGSTON AVENUE, EP-WS3D, ST. PAUL, MN 55107

GRANTEE(S): FAY SERVICING, LLC
440 SOUTH LASALLE ST, SUITE 2000, CHICAGO, IL 60605

Document drafted by and
RECORDING REQUESTED BY:
Fay Servicing, LLC
440 South LaSalle Street, Suite 2000
Chicago, IL 60605

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LIMITED POWER OF ATTORNEY

The trusts identified on the attached Schedule A (the "Trusts"), by and through U.S. Bank National Association, a national banking association organized and existing under the laws of the United States and having an office at 60 Livingston Avenue, EP-MN-WS3D, St. Paul, MN 55107, not in its individual capacity but solely as Trustee ("Trustee"), hereby constitutes and appoints Fay Servicing, LLC ("Servicer"), and in its name, aforesaid Attorney-In-Fact, by and through any officer appointed by the Board of Directors of Servicer, 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 (12) below; provided however, that (a) 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 related servicing agreements, (b) all actions taken by Servicer pursuant to this Limited Power of Attorney must be in accordance with Federal, State and local laws and procedures, as applicable and (c) no power is granted hereunder to take any action that would be either adverse to the interests of or be in the name of U.S. Bank National Association in its individual capacity. This Limited Power of Attorney is being issued in connection with Servicer's responsibilities to service certain mortgage loans (the "Loans") held by the Trustee. These Loans are secured by collateral comprised of mortgages, deeds of trust, deeds to secure debt 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. Please refer to Schedule A attached hereto.

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 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 Trustee in litigation and to resolve any litigation where the Servicer has an

obligation to defend the Trustee, including but not limited to dismissal, termination, cancellation, rescission and settlement.

3. Transact business of any kind regarding the Loans, as the 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 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. Execute any document or perform any act described in items (3), (4), and (5) in connection with the termination of any Trust as necessary to transfer ownership of the affected Loans to the entity (or its designee or assignee) possessing the right to obtain ownership of the Loans.
8. 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 trustees to accomplish the same.
9. 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").
10. Execute and deliver any documentation with respect to the sale, maintenance, preservation, renovation, repair, demolition or other disposition, of REO Property acquired through a foreclosure or deed-in-lieu of foreclosure, including, without limitation: permits, remediation plans or agreements, certifications, compliance certificates, health and safety certifications, 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.

11. Servicer has the power to execute additional limited powers of attorney and delegate the authority given to it by U.S. Bank National Association, as Trustee, under the related servicing agreements listed on Schedule A, attached.
12. To execute, record, file and/or deliver any and all documents of any kind where Trustee's interest is designated, stated or characterized as "Successor Trustee", "Successor in Interest", "Successor to", "Trustee/Custodian", "Custodian/Trustee" or other similar designation.

Trustee also grants unto Servicer the full power and authority to correct ambiguities and errors in documents necessary to effect or undertake any of the items or powers set forth in items (1) to (12), above.

In addition to the indemnification provisions set forth in the applicable servicing agreements for the Trusts listed on Schedule A, attached, Servicer 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 the misuse of this Limited Power of Attorney by the Servicer. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the related servicing agreements or the earlier resignation or removal of the Trustee under the related servicing agreements listed on Schedule A, attached.

Witness my hand and seal this 13th day of January, 2016.


NO CORPORATE SEAL

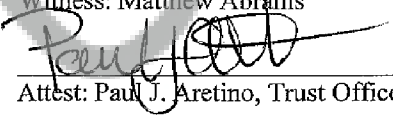
On Behalf of the Trusts, by
U.S. Bank National Association, as Trustee


Witness: Joan Chubb

By: 
Amy B. Byrnes, Senior Vice President


Witness: Matthew Abrams

By: 
Patrick S. MacDonald, Asst. Vice President


Attest: Paul J. Aretino, Trust Officer

CORPORATE ACKNOWLEDGMENT

Commonwealth of Massachusetts

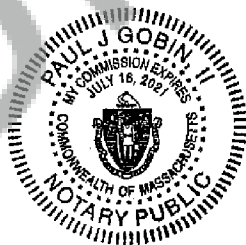
County of Suffolk

On this 13th day of January, 2016, before me, the undersigned, a Notary Public in and for said County and Commonwealth, personally appeared Amy B. Byrnes, Patrick S. MacDonald and Paul J. Aretino, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as Senior Vice President, Assistant Vice President, and Trust Officer, respectively of U.S. Bank National Association, a national banking association, and acknowledged to me that such national banking association executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

Signature: 
Paul J. Gobin II

My commission expires: 7/16/2021



SCHEDULE A

NAME OF TRUST:

PROF-2012-S1 Holding Trust I
PROF-2013-M4 Grantor Trust I
PROF-2013-M4 Grantor Trust II
PROF-2013-M4 REMIC Trust I
PROF-2013-M4 REMIC Trust II
PROF-2013-M4 REMIC Trust III
PROF-2013-M4 REMIC Trust IV
PROF-2013-M4 REMIC Trust V
PROF-2013-M4 REMIC Trust VI
PROF-2013-S3 Grantor Trust I
PROF-2013-S3 Grantor Trust II
PROF-2013-S3 Grantor Trust III
PROF-2013-S3 REMIC Trust I
PROF-2013-S3 REMIC Trust II
PROF-2013-S3 REMIC Trust III
PROF-2013-S3 REMIC Trust IV
PROF-2013-S3 REMIC Trust V
PROF-2013-S3 REMIC Trust VI
PROF-2013-S3 REMIC Trust VII
PROF-2014-S2 Grantor Trust I
U.S. Residential Opportunity Fund Pass Through Trust 2014-1
U.S. Residential Opportunity Fund Trust 2014-1
PROF-2014-S2 REMIC Trust I
PROF-2014-S2 REMIC Trust II
PROF-2014-S2 REMIC Trust III
SROF-2013-M4 REMIC Trust I
SROF-2013-M4 REMIC Trust II
SROF-2013-M4 REMIC Trust III
SROF-2013-S3 REMIC Trust I
SROF-2013-S3 REMIC Trust II
SROF-2013-S3 REMIC Trust III
U.S.. ROF II Legal Title Trust 2015-1
U.S.. ROF III Legal Title Trust 2015-1
U.S.. ROF IV Legal Title Trust 2015-1
PROF-2013-M4 Legal Title Trust
PROF-2013-S3 Legal Title Trust
PROF-2014-S2 Legal Title Trust