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Karen A. Yarbrough

Cook County Recorder of Deeds

Date: 07/09/2014 01:35 PM Pg: 1 of 6

LIMITED POWER OF ATTORNEY

CITIZENS BANK, N.A. FORMERLY KNOWN AS RBS CITIZENS, N.A.

AND

U.S. BANK NATIONAL ASSOCIATION

JUNE 20, 2014

After recording return to:

Debra R. Wiese

U.S. Bank Home Mortgage

809 S. 60th Street, Suite 210

West Allis, WI 53214

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Limited Power of Attorney

KNOW ALL BY THESE PRESENTS, that in connection with the transfer on June 20, 2014 ("Closing"), of certain Loans by Citizens Bank, N.A., formerly known as RBS Citizens, N.A. ("Seller") to U.S. Bank National Association ("Purchaser"), in accordance with that certain Purchase and Assumption Agreement dated as of January 3, 2014 ("Agreement"), by and between Seller and Purchaser, Seller has made, constituted and appointed, and hereby makes, constitutes and appoints Purchaser, through any of its authorized officers holding the title of Senior Vice President or higher, as well as the persons listed on Annex A hereto, as its true and lawful attorney-in-fact for Seller and in Seller's name, place and stead, with full power of substitution ("Representative(s)"), with full power and authority to do and perform the limited acts described below with respect to the Loans. Capitalized terms used and not defined herein shall have the same meanings given such terms in the Agreement.

Purchaser, through each Representative, is hereby empowered to take the following limited actions: (i) to endorse and assign over to Purchaser any and all notes, or other evidence of obligation, installment sale contracts, reimbursement agreements, guarantees, loan agreements, and related collateral and other evidences of indebtedness or collateral given by or on behalf of Customers in connection with the Loans, using for such endorsement such stamps or other devices as may be deemed appropriate for the purpose of such endorsement, in Purchaser's reasonable discretion, (ii) to execute and record assignments to Purchaser of any and all other documents, agreements and materials relating to the Loans (including without limitation, mortgages, collateral assignments of leases and rentals, Uniform Commercial Code financing statements, motor vehicle title certificates, marketable securities, life insurance assignments, and title insurance policies) by signing appropriate instruments of assignment and transfer on behalf of Seller, including affixing facsimile signature(s) to such instruments, (iii) to execute, deliver and record, for and on behalf of Seller, any and all documents necessary to effectuate the full and proper discharge after the Closing of mortgages and other collateral relating to the Loans as transferred by Seller to Purchaser at Closing, (iv) to endorse and assign over to Purchaser any check, draft, negotiable order of withdrawal or other like instrument which represents a payment to a Loan using for such endorsement such stamps or other devices as may be deemed appropriate for the purpose of such endorsement, in Purchaser's reasonable discretion, (v) to execute and deliver any documents deemed appropriate by Purchaser, in its reasonable discretion, to grant, correct or perfect a security interest in favor of Purchaser in any collateral securing a Loan and (vi) to do and perform any and all acts for and on behalf of Seller which are proper and / or necessary to complete such assignments, transfers and discharges as are referred to in clauses (i) and (vi) above; provided, however, that the authority of Purchaser, through its Representatives, to perform any or all the actions specified in the preceding clauses (i) through (v) pursuant to this Limited Power of Attorney shall expire at 11:59 p.m. Eastern Time on June 20, 2019, which date and time Seller may extend upon Purchaser's reasonable written request.

Seller ratifies and confirms, as its own act, all that Purchaser, through the Representatives, shall do or cause to be done pursuant to the foregoing provisions. This grant of a limited power of attorney in favor of Purchaser, through the Representatives, shall be deemed to be executed under seal, is coupled with an interest, is irrevocable and shall extend to any successor of Seller.

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Purchaser hereby agrees to indemnify and hold harmless Seller and its Affiliates and their respective successors, permitted assigns, directors, shareholders, officers, employees and agents from and against any and all Damages they shall receive, suffer or incur, arising out of or relating to Seller's or Purchaser's, through the Representatives', use of this Limited Power of Attorney, including all costs and expenses incurred by them in defending against any claim of liability in connection herewith.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the undersigned have caused this Limited Power of Attorney to be executed as of this 20th day of June, 2014.

**CITIZENS BANK, N.A., a national banking association
formerly known as RBS CITIZENS, N.A.**

By: 

Name: John T. Fawcett

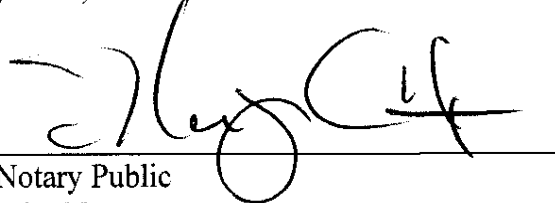
Title: Chief Financial Officer

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STATE OF RI)
) ss.:
 County of Providence)

On the 17th day of June 2014, before me, the undersigned, personally appeared John Tawcett, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


 Notary Public

Print Name: _____

MARGIE COTTO

My Commission expires: _____

NOTARY PUBLIC

STATE OF RHODE ISLAND, ID NO. 50077

MY COMMISSION EXPIRES: 07.08.2014-18

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ANNEX A

ADDITIONAL REPRESENTATIVES

1. Steven Barnes
2. Faustino Barrera
3. Joseph Berenz
4. Brett Burnham
5. Kelly Christopherson
6. Sachin J. Dargi
7. Terri Duchenes
8. Jennifer Dudzinski
9. David Heyson
10. Kelly Hillard
11. Kim Kintop
12. Judi Long
13. Dick Mikos
14. David S. Miller
15. Thomas A. Pantalion
16. Renea Paulick
17. Stephen Sabo
18. Gregg Speer
19. Daniel Sundell
20. Deb Wiese
21. Greg Wilson