

DOCUMENT DRAFTED BY AND
RECORDING REQUESTED BY:
Fay Servicing, LLC
1601 LBJ Freeway, Suite 150
Farmers Branch, TX 75234

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LIMITED POWER OF ATTORNEY

VRMTG Asset Trust ("Trust"), by and through **U.S. Bank Trust National Association**, a national banking association organized and existing under the laws of the United States and having an office at 300 Delaware Avenue, EX-DE-WDAW, Wilmington, DE 19801, not in its individual capacity but solely as Delaware 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 Servicing Agreement dated as of July 23, 2019 as amended and joined from time to time, among VRMTG ACQ, LLC, Depositor, Fay Servicing, LLC as Servicer, and U.S. Bank Trust National Association, as Trustee for VRMTG Asset Trust, (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 Trust 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 Trust or the Trustee on behalf of the Trust. 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.

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 Trust or the Trustee on behalf of the Trust, 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, file petitions for summary proceedings, 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, title claim or action, or any other action.

2. Execute and/or file such documents and take such other action as is proper and necessary to defend the Trust or the Trustee in litigation and to resolve any litigation where the Servicer has an obligation to defend the Trust or the Trustee, including but not limited to dismissal, termination, cancellation, rescission and settlement.
3. Transact business of any kind regarding the Loans, as the Trust or 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 ("Borrowers") and/or the Property ("Property") associated with each of the Loans, including but not limited to the execution of estoppel certificates, financing statements, continuation statements, releases, satisfactions, assignments, loan modification agreements, payment plans, waivers, consents, amendments, forbearance agreements, loan assumption agreements, subordination agreements, property adjustment agreements, management agreements, listing agreements, lien releases and other documents necessary to effectuate the short sale of a property secured by a mortgage or deed of trust, a deed in lieu of foreclosure or related documents to facilitate the acceptance of a deed in lieu of foreclosure, 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 the 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 re-conveyances 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 and deliver additional Limited Powers of Attorney and delegate the authority given to it by the Trust or the Trustee, under the Servicing Agreements for the Trust.
12. To execute, record, file and/or deliver any and all documents of any kind for the purpose of fulfilling any servicing duties, including but not limited to those listed in subparagraphs (1) through (11), above, where Trust's or the Trustee's interest is designated, stated, characterized as or includes any reference to one or more of the following: "Delaware Trustee", "Indenture Trustee", "Owner Trustee", "Successor Trustee", "Successor in Interest", "Successor to", "Successor by Merger", "Trustee/Custodian", "Custodian/Trustee" or other similar designation.

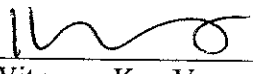
Trustee also grants Servicer the full power and authority to correct minor ambiguities and errors in documents necessary to effect items (1) through (12) above.

In addition to the indemnification provisions set forth in the applicable servicing agreement for the Trust, 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.

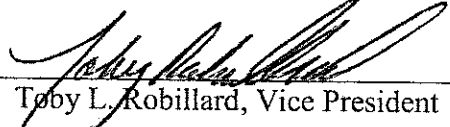
Witness my hand and seal this 3rd day of October, 2019.

NO CORPORATE SEAL

VRMTG Asset Trust by
U.S. Bank Trust National Association,
as Trustee



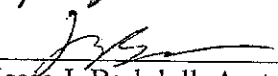
Witness: Kay Vang

By: 

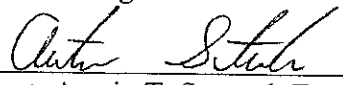
Toby L. Robillard, Vice President



Witness: Angela Lee

By: 

Jesse J. Barkdull, Asst. Vice President



Attest: Austin T. Sternad, Trust Officer

CORPORATE ACKNOWLEDGMENT

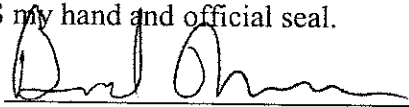
State of Minnesota

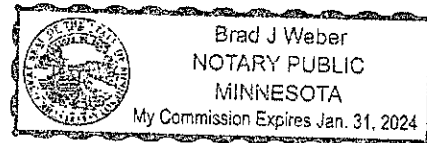
County of Ramsey

On this 3rd day of October, 2019, before me, the undersigned, personally appeared Toby L. Robillard, Jesse J. Barkdull, and Austin T. Sternad, personally known to me or proved to me on the basis of satisfactory evidence, to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities, and that by their signatures on the instrument, and that such individuals made such appearance before the undersigned in the County of Ramsey, State of Minnesota.

WITNESS my hand and official seal.

Signature:


Brad J. Weber



My commission expires: 1/31/2024