

MORNINGSTAR CREDIT RATINGS, LLC

REPRESENTATIONS, WARRANTIES, AND ENFORCEMENT MECHANISMS – Verus 2018-INV2

This report describes the representations, warranties and enforcement mechanisms available to investors for these securities and set forth in the preliminary private placement memorandum as of December 20, 2018 and compares them to the representations, warranties and enforcement mechanisms generally anticipated by Morningstar, based on the following considerations, to be available to investors for similar securities. In determining the representations, warranties and enforcement mechanisms that we expect to see with similar securities, we examined the standard representations and warranties established by Commercial Real Estate Finance Council as of March 2011 and relied on our knowledge of industry standards, our experience with Morningstar rated transactions, our general RMBS market knowledge and the advice of our counsel. Morningstar may change the representations, warranties and enforcement mechanics described in the first column, entitled "Morningstar Benchmark" below at any time and/or the format, scope or method of comparison based on Morningstar's policies and procedures and/or regulatory changes. Other agencies, investors, sellers or other parties may not have selected, preferred or utilized Morningstar's same basis for comparison. In any event, you are encouraged to perform your own independent analysis and comparison including, without limitation, performing your own review of the relevant underlying documents, schedules, exceptions, defined terms and other information.

We express no opinion as to the sufficiency or quality of these representations, warranties and enforcement mechanisms, including any opinion related to your ability and/or standing to enforce the forgoing or the ability of any seller or related guarantor or any other party to satisfy any repurchase or other obligation. We recommend that you seek the advice of legal counsel with regard to your rights, if any, as an investor related to these representations, warranties and enforcement mechanisms. The information below is not intended to substitute for your own review of any investor reporting packages, agreements, prospectus, documents and information (as supplemented or amended) available to you with respect to this investment or as a substitute for seeking the advice from your legal counsel, financial advisor, or other advisor. Unless otherwise noted in our published methodologies or this report, any differences between the representations, warranties and enforcement mechanisms for this transaction and those we expect from similar securities should not be construed to indicate or imply that these differences were material to Morningstar's rating analysis. As Morningstar's analysis herein was based on Morningstar's review of the respective documents as of the dates referenced herein, any amendments, updates, waivers or modifications to any of such documents subsequent to such review date may alter or change the descriptions provided herein. Morningstar may not receive or be aware of any such amendments, updates, waivers or modifications, and in any event, Morningstar does not undertake to update the information below. In addition, Morningstar has solely relied on the preliminary private placement memorandum posted on the arranger's website as of December 20, 2018 and has not independently verified the accuracy of the information. The representations and warranties for this transaction are subject to certain exceptions disclosed in the schedules, exhibits or reports to the offering documents. Therefore, you should consider the limited scope of this review when reviewing this report. Any information herein remains subject to the disclaimers and terms of use contained in the corresponding ratings report. This report should not be construed as providing advice related to structuring a transaction or otherwise. Morningstar and its affiliates have no liability or responsibility for the representations, warranties and/or enforcement mechanics.

Morningstar Benchmark	Transaction: Verus 2018-INV2
A. Representations and warranties of the loan sponsor relating to mortgage loans	
1. Any and all requirements of any federal, state or local law including, without limitation, all applicable predatory and abusive lending, usury, truth-in-lending, real estate settlement procedures, consumer credit protection (including Uniform Consumer Credit Code laws, where applicable), fair credit reporting, unfair collection practices, equal credit opportunity or fair housing and disclosure laws applicable to the origination, servicing and collection of each such mortgage loan have been complied with in all material respects, and the mortgagor received all disclosure materials required by applicable law with respect to the origination of each such mortgage loan and, if such mortgage loan is a refinanced mortgage loan, rescission materials required by applicable laws; and if required by applicable law, the seller shall maintain in its possession, available for the purchaser's inspection, and shall deliver to the purchaser upon demand, evidence of material compliance with all such requirements.	Origination and Servicing Regulatory Compliance: The origination, servicing, and collections practices used with respect to each Mortgage Loan have been in accordance with applicable requirements, whether such servicing was done by the applicable Mortgage Loan Seller, its affiliates, or any third party or any subservicer or servicing agent of any of the foregoing.
2. Each mortgage loan has been serviced by the seller, either by it or by a subservicer on its behalf, in all material respects (i) in material compliance with all applicable federal, state and local laws and (ii) in material compliance with the terms of the mortgage and mortgage note.	Origination and Servicing Regulatory Compliance: The origination, servicing, and collections practices used with respect to each Mortgage Loan have been in accordance with applicable requirements, whether such servicing was done by the applicable Mortgage Loan Seller, its affiliates, or any third party or any subservicer or servicing agent of any of the foregoing.
With respect to escrow deposits and escrow payments, all such payments are in the possession of, or under the control of, the seller or its subservicer and	Servicing: The Mortgage Loans have been serviced in all respects, including collection

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there exist no deficiencies in connection therewith for which customary arrangements for repayment thereof have not been made. All escrow payments have been collected in compliance with applicable state and federal law. No escrow deposits or escrow payments or other charges or payments due the seller have been capitalized under the mortgage or the mortgage note has been properly paid and credited.	practices, in accordance with all applicable requirements.
The mortgage loan seller has complied in all material respects with all applicable anti-money laundering laws and regulations, including without limitation the USA Patriot Act of 2001 with respect to the origination of each mortgage loan;	None.
4. All taxes, governmental assessments, insurance premiums, leasehold payments, ground rents, water, sewer and municipal charges or other outstanding charges affecting the related mortgaged property, which previously became due and owing have been paid by the mortgagor, or an escrow of funds has been established to the extent permitted by law, in an amount sufficient to pay for every such item which remains unpaid and which has been assessed but is not yet due and payable. The seller has not advanced funds, or induced, solicited or knowingly received any advance of funds by a party other than the mortgagor, directly or indirectly, for the payment of any amount required under the mortgage loan, except for (i) payments in the nature of escrow payments and (ii) interest accruing from the date of the mortgage note or date of disbursement of the mortgage loan proceeds, whichever is later, to the day which precedes by one (1) month the due date of the first installment of principal and interest.	Taxes Paid: All taxes, governmental assessments, insurance premiums, water, sewer and municipal charges, leasehold payments or ground rents which previously became due and owing have been paid by the mortgagor, or escrow funds from the mortgagor have been established in an amount sufficient to pay for every such escrowed item which remains unpaid and which has been assessed but is not yet due and payable, or an escrow of funds has been established to the extent permitted by applicable requirements, in an amount sufficient to pay for every such item which remains unpaid and which has been assessed but is not yet due and payable. Such Mortgage Loan Seller has not advanced funds, or induced, solicited or knowingly received any advance of funds by a party other than the mortgagor (except for gift funds allowed under the applicable Sponsor Approved Underwriting Standards), directly or indirectly, for the payment of any amount required under the Mortgage Loan.
5. There is no proceeding pending or, to seller's knowledge, threatened for the total or partial condemnation of the mortgaged property, nor is such a proceeding currently occurring.	No Damage/Condemnation: Each Mortgaged Property is undamaged by waste, vandalism, fire, hurricane, earthquake or earth movement, windstorm, flood, tornado or other casualty adversely affecting the value of a Mortgaged Property or the use for which the premises were intended, and each Mortgaged Property is in substantially the same condition it was at the time the most recent appraised value was obtained. There is no proceeding pending or threatened for the total or partial condemnation of any Mortgaged Property.
6. All buildings or other improvements upon the mortgaged property (or underlying mortgaged property, in the case of a cooperative loan or a mortgage loan that is secured by a unit in a condominium project) are insured by a qualified insurer or a generally acceptable insurer acceptable to Fannie Mae standards applicable at the time of origination of the related mortgage loan against loss by fire, hazards of extended coverage and such other hazards as are customary in the area where the mortgaged property is located in an amount which is at least equal to the lesser of (1) the lesser of 100% of the insurable value of the mortgaged property and the outstanding principal balance of the mortgage loan and (2) an amount such that the proceeds of such insurance shall be sufficient to avoid the application to the mortgagor or loss payee of any coinsurance under the insurance policy, but in no event less than the minimum amount necessary to fully compensate for any damage or loss on a replacement cost basis. If the mortgaged property is in an area identified in the Federal Register by the Federal Emergency Management Agency as having special flood hazards (and such flood insurance has been made available) a flood insurance policy meeting the requirements of the current guidelines of the Federal Flood Insurance Administration is in effect with a generally acceptable insurance carrier and such policy conforms to the requirements of Fannie Mae applicable at the time of origination of the related mortgage loan and is in an amount representing coverage not less than the lesser of (i) the minimum amount required, under the terms of coverage, to compensate for any damage or loss on a replacement cost basis (or the unpaid balance of the mortgage if replacement cost coverage is not available for the type of building insured) and (ii) the	Hazard Insurance: All buildings or other customarily insured improvements upon the Mortgaged Property are insured by an insurer that was qualified to do business in the jurisdiction where the Mortgaged Property is located and satisfied the applicable requirements of the Sponsor Approved Underwriting Standards, against loss by fire, hazards of extended coverage and such other hazards consistent with the Sponsor Approved Underwriting Standards, in an amount representing coverage not less than the lesser of (i) the maximum insurable value of the improvements securing such Mortgage Loans and (ii) the greater of (a) the outstanding principal balance of the Mortgage Loan and (b) an amount such that the proceeds thereof will be sufficient to prevent the mortgagor and/or the mortgagee from becoming a co-insurer. If the Mortgaged Property is a condominium unit, it is included under the coverage afforded by a blanket policy for the project. If required by the Flood Disaster Protection Act, as it may be amended from time to time (the "FDPA"), the Mortgage Loan is covered by a flood insurance policy meeting the requirements of the current guidelines of the Federal Insurance Administration and conforming to the applicable requirements of the Sponsor Approved Underwriting Standards, in an amount not less than the amount required by the FDPA. Such policy was issued by an insurer that was qualified to do business in the jurisdiction where the Mortgaged Property is located and satisfied the applicable requirements of the Sponsor Approved Underwriting Standards. The mortgage obligates the mortgagor thereunder to maintain all such insurance at the mortgagor's cost and expense and to seek reimbursement therefor from the mortgagor. All such standard hazard and flood policies are in full force and effect and

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maximum amount of insurance which is available under the National Flood Insurance Act of 1968 or the Flood Disaster Protection Act of 1973, as amended. All individual insurance policies contain a standard mortgagee clause naming the seller and its successors and assigns as mortgagee, and all premiums thereon have been paid. The hazard insurance policy is the valid and binding obligation of the insurer, is in full force and effect, and will be in full force and effect and inure to the benefit of the purchaser upon the consummation of the transactions contemplated by the applicable sale agreement.

With respect to any insurance policy including, but not limited to, hazard, title, or mortgage insurance covering a mortgage loan and the related mortgaged property, the seller has not engaged in, and has no knowledge of the borrower's having engaged in, any act or omission that would impair the coverage of any such policy, the benefits of the endorsement, or the validity and binding effect of such coverage, including without limitation, no unlawful fee, commission, kickback, or other unlawful compensation or value of any kind as has been or will be received, retained, or realized by any attorney, firm, or other person or entity, and no such unlawful items have been received, retained, or realized by the seller.

7. With respect to a mortgage loan that is not a cooperative loan, the mortgaged property is a fee simple estate that consists of a single parcel of real property with a detached single family residence erected thereon, or a two- to four-family dwelling, or an individual residential condominium unit in a condominium project, or an individual unit in a planned unit development, or an individual unit in a residential cooperative housing corporation; provided, however, that any condominium unit, planned unit development or residential cooperative housing corporation shall conform with the applicable Fannie Mae and Freddie Mac requirements regarding such dwellings applicable at the time of origination of the related mortgage loan. No portion of the mortgaged property (or underlying mortgaged property, in the case of a cooperative loan) is used for commercial or agricultural purposes, and since the date of origination, to the seller's knowledge, no portion of the mortgaged property has been used for commercial or agricultural purposes; none of the mortgaged properties are log homes, mobile homes, geodesic domes or other unique property types; no mortgage loan is secured by mixed-use properties or condotels; and no mortgage loan is a simple interest mortgage loan.

8. All improvements considered in determining the appraised value of the mortgaged property lay wholly within the boundaries and building restriction lines of the mortgaged property, and no improvements on adjoining properties encroach upon the mortgaged property. No improvement located on or being part of the mortgaged property, as of the date the related mortgage loan was originated, is in violation of any applicable zoning law or regulation.

9. With respect to each mortgage loan, to the best of seller's knowledge all parties that have had any interest in such mortgage loan, whether as mortgagee, assignee, pledgee, or otherwise, are (or, during the period in which they held and disposed of such interest, were) in material compliance with any and all applicable licensing requirements of the laws of the state wherein the related mortgaged property is located, except to the extent that failure to be so licensed would not give rise to any claim against the

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on the date of origination contained a standard mortgagee clause naming such Mortgage Loan Seller and its successors in interest and assigns as loss payee; such clause is still in effect and all premiums due on any such policies have been paid in full. Each such insurance policy may not be reduced, terminated, or canceled without thirty (30) days prior written notice to the mortgagee. No such notice has been received by any obligated party. Neither the applicable Originator nor any prior owner of the Mortgage Loan, mortgagor or any other person, has engaged in any act or omission that would impair the coverage of any such insurance policy, the benefits of the endorsement provided for therein, or the validity and binding effect of either, including, without limitation, the provision or receipt of any unlawful fee, commission, kickback, or other compensation or value of any kind. As of the Closing Date, no action, inaction, or event has occurred and no state of facts exists or has existed that has resulted or will result in the exclusion from, denial or defense to coverage under any such insurance policies, regardless of the cause of such failure of coverage.

Mortgaged Property is 1-4 Family: The Mortgaged Property consists of a single parcel of real property with a detached single family residence erected thereon, or a townhouse, or a two-to four-family dwelling, or an individual condominium unit in a condominium project, or an individual unit in a planned unit development or a de minimis planned unit development, provided, however, that no residence or dwelling is a mobile home. The Mortgaged Property is not an ineligible property as set forth in the applicable Sponsor Approved Underwriting Standards in effect as of the origination date of related Mortgage Loan.

Business Purpose: Each Mortgage Loan was originated for a business purpose.

Fee Simple or Leasehold Estate / No Encroachments / Compliance With Zoning: The mortgage creates a first lien or a first priority ownership interest in an estate in fee simple or, if so specified in the Mortgage Loan Schedule, a leasehold estate in real property securing the related Mortgage Note. All improvements subject to the mortgage which were considered in determining the appraised value of the Mortgaged Property lie wholly within the boundaries and building restriction lines of the Mortgaged Property (and wholly within the project with respect to a condominium unit), no improvements on adjoining properties encroach upon the Mortgaged Property except those which are insured against by the title insurance policy referred to in paragraph (21) below and all improvements on the property comply with all applicable building, zoning and subdivision laws, regulations and ordinances.

Doing Business: All parties which have had any interest in the mortgage, whether as mortgagee, assignee, pledgee or otherwise, are (or, during the period in which they held and disposed of such interest, were) (i) in compliance with any and all applicable licensing requirements of the laws of the state wherein the Mortgaged Property is located and (ii) (a) organized under the laws of such state, (b) qualified to do business in such state, (c) a federal savings and loan association, a national bank, a federal home loan bank or a savings bank having principal offices in such state or (d) not

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purchaser.	doing business in such state.
10. The mortgaged property is undamaged by waste, fire, earthquake or earth movement, windstorm, flood, tornado or other casualty so as to affect adversely the value of the mortgaged property as security for the mortgage loan or the use for which the premises were intended.	No Damage/Condemnation: Each Mortgaged Property is undamaged by waste, vandalism, fire, hurricane, earthquake or earth movement, windstorm, flood, tornado or other casualty adversely affecting the value of a Mortgaged Property or the use for which the premises were intended, and each Mortgaged Property is in substantially the same condition it was at the time the most recent appraised value was obtained. There is no proceeding pending or threatened for the total or partial condemnation of any Mortgaged Property.
11. The seller, or MERS as nominee for the seller, is the sole owner of record and holder of the mortgage loan. The mortgage loan is not assigned or pledged, and the seller has good and marketable title thereto, and has full right to transfer and sell the mortgage loan to the purchaser free and clear of any encumbrance, equity, participation interest, lien, pledge, charge, claim or security interest, and has full right and authority subject to no interest or participation of, or agreement with, any other party, to sell and assign each mortgage loan pursuant to the applicable sale agreement and following the sale of each mortgage loan, the purchaser will own such mortgage loan free and clear of any encumbrance, equity, participation interest, lien, pledge, charge, claim or security interest.	No Prior Liens: Immediately prior to the sale to the Depositor on the Closing Date of the Mortgage Loan, including the mortgage note and the mortgage, the applicable Mortgage Loan Seller was the sole owner and holder of the Mortgage Loan free and clear of any and all liens, pledges, security interests of any nature. The applicable Mortgage Loan Seller had good and marketable title and had full right to sell and assign the Mortgage Loan to the Depositor. Each sale of the Mortgage Loan from the applicable prior owner or the applicable Mortgage Loan Seller was in exchange for fair equivalent value, and the prior owner or the applicable Mortgage Loan Seller, as applicable, was solvent both prior to and after the transfer and had sufficient capital to pay and was able to pay its debts as they would generally mature. Following the sale of the Mortgage Loan to the Depositor, the Depositor will hold such Mortgage Loan free and clear of any encumbrance, equity, participation interest, lien, pledge, charge, claim (including, but not limited to, any preference or fraudulent transfer claim), or security interest except any such interest created pursuant to or in accordance with the terms of the mortgage loan purchase agreement.
12. The mortgage note and the mortgage and any other agreement executed and delivered by a mortgagor in connection with a mortgage loan are genuine, and each is the legal, valid and binding obligation of the maker thereof enforceable in accordance with its terms subject to bankruptcy, insolvency, reorganization, moratorium and other principles of equity affecting the rights of creditors generally, whether considered in the proceeding at law or in equity. All parties to the mortgage note, the mortgage and any other such related agreement had legal capacity to enter into the mortgage loan and to execute and deliver the mortgage note, the mortgage and any such agreement, and the mortgage note, the mortgage and any other such related agreement have been duly and properly executed by other such related parties	Mortgage Loan Legal and Binding: The Mortgage Note, the mortgage and other agreements executed in connection therewith are original and genuine and each is the legal, valid and binding obligation of the maker thereof, enforceable in all respects in accordance with its terms (including, without limitation, any provisions therein related to prepayment premiums) subject to bankruptcy, insolvency, moratorium, reorganization and other laws of general application affecting the rights of creditors and by general equitable principles. Such Mortgage Loan Seller has taken all action necessary to transfer such rights of enforceability to the Depositor. All parties to the Mortgage Note, the mortgage and other agreements executed in connection therewith, had the legal capacity to enter into the Mortgage Loan and to execute and deliver the Mortgage Note and the mortgage. The Mortgage Note and the mortgage have been duly and properly executed by such parties.
The mortgage note and mortgage are not subject to any right of rescission, set—off, counterclaim or defense, including without limitation the defense of usury, nor will the operation of any of the terms of the mortgage note or the mortgage, or the exercise of any right thereunder, render either the mortgage note or the mortgage unenforceable, in whole or in part, or subject to any right of rescission, set-off, counterclaim or defense, including without limitation the defense of usury, and no such right of rescission, set—off, counterclaim or defense has been asserted with respect thereto, and the mortgagor was not a debtor in any state or federal bankruptcy or insolvency proceeding at the time the mortgage loan was originated.	Rescission: The Mortgage Note and the mortgage are not subject to any right of rescission, set-off, counterclaim or defense, including, without limitation, the defense of usury, nor will the operation of any of the terms of the Mortgage Note or the mortgage, or the exercise of any right thereunder, render the Mortgage Note or mortgage unenforceable, in whole or in part, or subject to any right of rescission, set-off, counterclaim or defense, including the defense of usury, and no such right of rescission, set-off counterclaim or defense has been asserted with respect thereto. The mortgagor was not a debtor at the time of origination of the Mortgage Loan and is not currently a debtor in any state or federal bankruptcy or insolvency proceeding.
13. The mortgage has not been satisfied, canceled, subordinated or rescinded, in whole or in part, and the mortgaged property has not been released from the lien of the mortgage, in whole or in part, nor has any instrument been executed that would effect any such satisfaction, release, cancellation, subordination or rescission.	Rescission: The mortgage note and the mortgage are not subject to any right of rescission, set-off, counterclaim or defense, including, without limitation, the defense of usury, nor will the operation of any of the terms of the mortgage note or the mortgage, or the exercise of any right thereunder, render the mortgage note or mortgage unenforceable, in whole or in part, or subject to any right of rescission, set-off, counterclaim or defense, including the defense of usury, and no such right of rescission, set-off counterclaim or defense has been asserted with respect thereto. The mortgagor was not a debtor at the time of origination of the Mortgage Loan and

Morningstar Benchmark Transaction: Verus 2018-INV2 is not currently a debtor in any state or federal bankruptcy or insolvency proceeding. 14. The mortgage contains customary and enforceable provisions such as to Enforceable Right of Foreclosure: The mortgage relating to a Mortgaged Property render the rights and remedies of the holder thereof adequate for the contains customary and enforceable provisions such as to render the rights and remedies of the holder thereof adequate for the realization against such Mortgaged realization against the mortgaged property of the benefits of the security Property of the benefits of the security provided thereby. There is no homestead or provided thereby, including, (i) in the case of a mortgage designated as a deed of trust, by trustee's sale, and (ii) otherwise by judicial foreclosure. Upon other exemption available to the mortgagor which would interfere with the right to sell the Mortgaged Property at a trustee's sale or the right to foreclose on the default by a mortgagor on a mortgage loan and foreclosure on, or trustee's sale of, the mortgaged property pursuant to the proper procedures, the holder mortgage. of the mortgage loan will be able to deliver good and merchantable title to the mortgaged property. There is no homestead or other exemption available to a mortgagor which would interfere with the right to sell the mortgaged property at a trustee's sale or the right to foreclose the mortgage. 15. The terms of the mortgage note and mortgage have not been impaired, No Modification: Unless otherwise noted on the Mortgage Loan Schedule, the terms waived, altered or modified in any respect, except by a written instrument of the Mortgage Note and the mortgage have not been impaired, waived, altered or which has been recorded, if necessary to protect the interests of the modified in any material respect, except by a written instrument that, if required by purchaser and which has been delivered to the custodian. The terms of the applicable law, has been recorded or is in the process of being recorded. No mortgagor has been released, in whole or in part, from the terms of the Mortgage substance of any such waiver, alteration or modification have been reflected Note and the mortgage, except in connection with an assumption agreement which is on the related mortgage loan schedule. No instrument of waiver, alteration or part of the mortgage file and the terms of which are reflected in the related Mortgage modification has been executed, and no mortgagor has been released, in whole or in part, except in connection with an assumption agreement, which Loan Schedule. The mortgage and Mortgage Note have not been satisfied, canceled assumption agreement is part of the mortgage loan file delivered to the or subordinated, in whole or in part, or rescinded, and the Mortgaged Property has custodian and the terms of which are reflected in the related mortgage loan not been released from the lien of the mortgage, in whole or in part, nor has any schedule. instrument been executed that would result in any such release, cancellation, subordination or rescission. Such Mortgage Loan Seller has not waived the performance by the mortgagor of any action, if the mortgagor's failure to perform such action would cause the Mortgage Loan to be in default, nor has such Mortgage Loan Seller waived any default resulting from any action or inaction by the mortgagor. Enforceability and Priority of Lien: The related mortgage is a valid, subsisting, 16. The mortgage is a valid, subsisting, enforceable and perfected, first lien on the mortgaged property (or underlying mortgaged property, in the case of a enforceable first lien on the Mortgaged Property. The Mortgaged Property is free and cooperative loan), including all buildings and improvements on the mortgaged clear of all liens and encumbrances having priority over the lien of the mortgage property and all installations and mechanical, electrical, plumbing, heating subject only to (i) the liens for real property taxes and special assessments not yet and air conditioning systems located in or annexed to such buildings, and all due and payable, (ii) covenants, conditions and restrictions, rights of way, easements additions, alterations and replacements made at any time with respect to the and other matters of the public record as of the date of such mortgage and (iii) such foregoing. The lien of the mortgage is subject only to: other matters to which like properties are commonly subject which do not individually or in the aggregate materially interfere with the benefits of the security intended to (i) (a) the lien of current real property taxes and assessments not yet due and be provided by the mortgage and any security agreement, chattel mortgage or payable or (b) with respect to any cooperative loan, liens of the related equivalent document related to and delivered in connection with the Mortgage Loan. residential cooperative housing corporation for unpaid assessments Immediately prior to the sale of the Mortgage Loan to the Depositor, the applicable representing the mortgagor's pro rata share of the related residential Mortgage Loan Seller had full right to sell and assign the mortgage to the Depositor. cooperative housing corporation's payments for its blanket mortgage, current The Mortgaged Property is free and clear of all mechanics' and materialmen's liens or and future real property taxes, insurance premiums, maintenance fees and similar liens (and no rights are outstanding that under law could give rise to such other assessments to which like collateral is commonly subject. liens) affecting the related Mortgaged Property which are or may be liens prior to or equal to the lien of the related mortgage. The related original mortgage has been (ii) covenants, conditions and restrictions, rights of way, easements and other recorded or is in the process of being recorded in the appropriate jurisdiction wherein matters of the public record as of the date of recording acceptable to prudent such recordation is required to perfect the lien thereof for the benefit of the Depositor mortgage lending institutions generally and specifically referred to in the (or its assignee). lender's title insurance policy or attorney's title opinion delivered to the seller and (a) specifically referred to or otherwise considered in the appraisal made for the seller or (b) which do not adversely affect the appraised value of the mortgaged property set forth in such appraisal; and (iii) other matters to which like properties are commonly subject which do not materially interfere with the benefits of the security intended to be provided by the mortgage or the use, enjoyment, value or marketability of the related mortgaged property or (b) with respect to a cooperative loan only, other

matters to which like collateral is commonly subject which do not materially

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To seller's knowledge, there are no mechanics' or materialmen's or similar Enforceability and Priority of Lien: The related mortgage is a valid, subsisting, liens or claims which have been filed for work, labor or material (and no rights enforceable first lien on the Mortgaged Property. The Mortgaged Property is free and are outstanding that under the law could give rise to such liens) affecting the clear of all liens and encumbrances having priority over the lien of the mortgage related mortgaged property which are or may be liens prior to, or equal or subject only to (i) the liens for real property taxes and special assessments not yet coordinate with, the lien of the related mortgage which are not insured due and payable, (ii) covenants, conditions and restrictions, rights of way, easements against by a title policy affording, in substance, the same protection afforded and other matters of the public record as of the date of such mortgage and (iii) such by this warranty. other matters to which like properties are commonly subject which do not individually or in the aggregate materially interfere with the benefits of the security intended to be provided by the mortgage and any security agreement, chattel mortgage or equivalent document related to and delivered in connection with the Mortgage Loan. Immediately prior to the sale of the Mortgage Loan to the Depositor, the applicable Mortgage Loan Seller had full right to sell and assign the mortgage to the Depositor. The Mortgaged Property is free and clear of all mechanics' and materialmen's liens or similar liens (and no rights are outstanding that under law could give rise to such liens) affecting the related Mortgaged Property which are or may be liens prior to or equal to the lien of the related mortgage. The related original mortgage has been recorded or is in the process of being recorded in the appropriate jurisdiction wherein such recordation is required to perfect the lien thereof for the benefit of the Depositor (or its assignee). 18. The mortgage loan (except: any (1) mortgage loan secured by a mortgaged Existence of Title Insurance: Each Mortgage Loan (except any Mortgage Loan secured property located in the State of Iowa and an attorney's certificate and/or a by a Mortgaged Property located in any jurisdiction as to which an opinion of counsel certificate of title guaranty has been obtained and (2) mortgage loan secured of the type customarily rendered in such jurisdiction in lieu of title insurance is by cooperative shares) is covered by an ALTA lender's title insurance policy instead received) is covered by an American Land Title Association lender's title issued at origination and acceptable to Fannie Mae or Freddie Mac or other insurance policy or other generally acceptable form of policy or insurance, issued by a generally acceptable form of policy of insurance acceptable to Fannie Mae or nationally recognized title insurer that is qualified to do business in the jurisdiction Freddie Mac, issued by a qualified insurer, insuring the originator, its where the Mortgaged Property is located, insuring (subject to the exceptions successors and assigns, as to the first priority lien of the mortgage in the contained in (i), (ii) and (iii) of paragraph (12) above) such Mortgage Loan Seller, its original principal amount of the mortgage loan, subject only to the exceptions successors and assigns, as to the first priority lien of the mortgage in the original contained in clauses (i), (ii) and (iii) of Paragraph (17) above, and against any principal amount of the Mortgage Loan. Additionally, such policy affirmatively insures loss by reason of the invalidity or unenforceability of the lien resulting from ingress and egress to and from the Mortgaged Property. Where required by the provisions of the mortgage providing for adjustment to the mortgage applicable law, the mortgagor has been given the opportunity to choose the carrier of interest rate and monthly payment. Additionally, such lender's title insurance the required mortgage title insurance. Such Mortgage Loan Seller (either directly or policy affirmatively insures ingress and egress, and against encroachments by through its administrator), its successors and assigns, are the sole insureds of such or upon the mortgaged property or any interest therein. Where required by lender's title insurance policy; such title insurance policy has been duly and validly state law or regulation, the mortgagor has been given the opportunity to endorsed to the Trustee for the benefit of the Certificateholders or the assignment to choose the carrier of such lender's title insurance policy. The seller and its the Trustee of such Mortgage Loan Seller's interest (or any interest of any owner of successors and assigns are the sole insureds of such lender's title insurance such Mortgage Loan Seller) therein does not require the consent of or notification to policy upon the consummation of the purchase of the mortgage loans as the insurer; and such lender's title insurance policy is in full force and effect and will contemplated by the related sale agreement. No claims have been made be in full force upon the transfer of the Mortgage Loan to the Depositor pursuant to under such lender's title insurance policy, and no obligated party, any servicer the mortgage loan purchase agreement. No claims have been made under such or any other person has done, by act or omission, anything which would lender's title insurance policy, and no prior holder of the related mortgage, including impair the coverage of such lender's title insurance policy. To the seller's such Mortgage Loan Seller, has done, by act or omission, anything which would impair the coverage of such lender's title insurance policy. Neither the applicable knowledge, in connection with the issuance of such lender's title insurance policy, no unlawful fee, commission, kickback or other compensation or value Originator nor any prior owner of the Mortgage Loan or other person has provided or

received any unlawful fee, commission, kickback, or other compensation or value of

of any kind has been or will be provided, received, retained or realized by any

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obligated party, any servicer or any other person (including, but not limited to any attorney, firm or other entity) or any of their affiliates or assigns.	any kind in connection with the title insurance policy.
19. There are, as of origination, and to the mortgage loan seller's knowledge, as of the cut-off date, no subordinate mortgages or junior liens securing the payment of money encumbering the related mortgaged property (other than Permitted Encumbrances, taxes and assessments, homeowner association dues and fees, mechanics and materialmen's liens (which are the subject of the representation above), and equipment and other personal property financing). The mortgage loan seller has no knowledge of any mezzanine debt secured directly by interests in the related mortgagor.	None.
20. The mortgagor is one or more natural persons and/or trustees for an Illinois land trust or a trustee under a "living trust" and such "living trust" is in compliance with Fannie Mae guidelines applicable at the time of origination of the related mortgage loan or otherwise permitted in the underwriting guidelines. As of the time of origination, the mortgagor was and is either a United States citizen or a permanent resident alien who has the right legally to live and work permanently in the United States.	Mortgagor: As of the Closing Date, the mortgagor is not in bankruptcy and is not insolvent and the applicable Mortgage Loan Seller has no knowledge of any circumstances or condition with respect to the mortgage, the Mortgaged Property, the mortgagor or the mortgagor's (or is applicable, the guarantor's) credit standing that could reasonably be expected to cause investors to regard the Mortgage Loan as an unacceptable investment, cause the Mortgage Loan to become delinquent or materially adversely affect the value or marketability of the Mortgage Loan. No Mortgage Loan has previously been repurchased by the applicable Mortgage Loan Seller, except with respect to such Mortgage Loans for which the applicable Mortgage Loan Seller has provided the Depositor the supporting documentation prior to the Closing Date setting forth the reason(s) the Mortgage Loan was either previously rejected for purchase by prospective purchasers or repurchased by the applicable Mortgage Loan Seller. Except where permitted by the applicable Sponsor Approved Underwriting Standards, the mortgagor was not the subject of a bankruptcy proceeding that was dismissed or discharged in the thirty-six (36) months prior to the origination of the Mortgage Loan. Except where permitted by the applicable Sponsor Approved Underwriting Standards, the mortgagor has not previously owned a property with respect to which a foreclosure sale was completed or with respect to which title was conveyed to the applicable Originator or a deed in lieu of foreclosure was given in the thirty-six (36) months prior to the origination of the related Mortgage Loan. Except where approved by the Sponsor (or its designee) in writing, the mortgagor has not previously owned a property with respect to which a foreclosure was given in the thirty-six (36) months prior to the origination of the related Mortgage Loan. Except where permitted by the applicable Sponsor Approved Underwriting Standards, the mortgagor is (a) a natural person who is a U.S. Citizen or a legal United States p
21. To the extent not prohibited by applicable law as of the date of the mortgage, the mortgage contains an enforceable provision for the acceleration of the payment of the unpaid principal balance of the mortgage loan in the event that the mortgaged property is sold or transferred without the prior written consent of the mortgagee thereunder.	Acceleration of Payments: Subject to exceptions required by applicable law, the mortgage contains the customary and enforceable provisions of the originator at the time of origination for the acceleration of the payment of the unpaid principal amount of the Mortgage Loan if the related Mortgaged Property is sold without the prior consent of the mortgagee thereunder.
22. No error, omission, misrepresentation, negligence, fraud or similar occurrence with respect to any mortgage loan has taken place on the part of (i) seller, or, (ii) to the best of seller's knowledge, on the part of any other party involved in the origination of the mortgage loan, including, without limitation, the related mortgagor or any broker, seller, appraiser, builder or developer.	No Fraud: No fraud, error, omission, material misrepresentation, gross negligence or similar occurrence has taken place in connection with the origination of the Mortgage Loan on the part of (i) the applicable Originator, (ii) any broker or correspondent, (iii) the mortgagor, or (iv) any other person involved in the origination or sale of the Mortgage Loan or the sale of the related Mortgaged Property, including, without limitation, any servicer, any appraiser, builder, developer, escrow agent, closing attorney, realtor, title company or any other party involved in the origination of the Mortgage Loan. No obligated party has made any representations to the mortgagor

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	that are inconsistent with the mortgage loan documents.
23. Each mortgage file contains a written appraisal prepared by a qualified appraiser and in accordance with the requirements of Title XI of the Financial Institutions Reform Recovery and Enforcement Act of 1989. The appraisal was written, in form and substance, to (i) customary Fannie Mae or Freddie Mac standards applicable at the time of origination for mortgage loans of the same type as such mortgage loans and (ii) Uniform Standards of Professional Appraisal Practice (USPAP) standards, and satisfies applicable legal and regulatory requirements in effect on the origination date of the mortgage loan. The appraisal was made and signed prior to the final approval of the mortgage loan application. The selection of the appraiser met the criteria of Fannie Mae and Freddie Mac for selecting an independent appraiser.	Property Valuation: Each mortgage file contains a written appraisal prepared by an appraiser licensed or certified by the applicable governmental body in which the Mortgaged Property is located and in accordance with the requirements of Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act, as it may be amended from time to time. The appraisal was written, in form and substance, consistent with (i) the customary standards of the Federal National Mortgage Association ("Fannie Mae") for mortgage loans of the same or similar type as such Mortgage Loans and (ii) the standards of the Uniform Standards of Professional Appraisal Practice, and satisfies applicable legal and regulatory requirements. The appraisal was made and signed prior to the final approval of the Mortgage Loan application. The person performing any property valuation (including an appraiser) received no benefit from, and such person's compensation or flow of business from the applicable Originator was not affected by, the approval or disapproval of the Mortgage Loan. The selection of the person performing the property valuation was made independently of the broker (where applicable) and the applicable Originator's loan sales and loan production personnel. The selection of the appraiser met the criteria of Fannie Mae for selecting an independent appraiser.
24. There is no pending action or proceeding directly involving the mortgaged property in which compliance with any environmental law, rule or regulation is an issue; to the best of the seller's knowledge, there is no violation of any environmental law, rule or regulation with respect to the mortgaged property and to the best of the seller's knowledge, the mortgaged property is free from any and all toxic or hazardous substances; and nothing further remains to be done to satisfy in full all requirements of each such law, rule or regulation constituting a prerequisite to use and enjoyment of said property.	No Violation of Environmental Laws: The Mortgaged Property is free from any and all toxic or hazardous substances, hazardous wastes or solid wastes, as such terms are defined in the Comprehensive Environmental Response Compensation and Liability Act, the Resource Conservation and Recovery Act of 1976 and there exists no violation of any other local, state or federal environmental law, rule or regulation, including, without limitation, asbestos, in each case in excess of the permitted limits and allowances set forth in such environmental laws to the extent such laws are applicable to the Mortgaged Property. To the applicable Mortgage Loan Seller's knowledge, there is no pending action or proceeding directly involving any Mortgaged Property in which compliance with any environmental law, rule or regulation is an issue and nothing further remains to be done to satisfy in full all requirements of each such law, rule or regulation constituting a prerequisite to use and enjoyment of said property.
25. No payment required under any mortgage loan has been delinquent 30 or more days since the origination date. All payments due on a mortgage loan on or prior to the related cut-off date specified in connection with the sale of the mortgage loan have been made as of the related closing date; no payment made on such mortgage loan has been dishonored; and neither the seller nor any other party has advanced funds or induced, solicited or knowingly received any advance of funds from a party other than the owner of the mortgaged property subject to the mortgage or a third party with respect to amounts to be taken from the escrow accounts and any shortfall thereof which may be remitted by the seller, directly or indirectly, for the payment of any amount required by the mortgage loan.	Loans Current / Prior Delinquencies: All payments required to be made up to the Due Date immediately preceding the Cut-off Date under the terms of the related Mortgage Note have been made, no Mortgage Loan is delinquent and, (a) except as described in "Description of Mortgage Loans-General", no Mortgage Loan has been delinquent since its origination; (b) no payment made on such Mortgage Loan has been dishonored; (c) there are no material defaults under the terms of such Mortgage Loan; and (d) neither the applicable Mortgage Loan Seller nor any other party has advanced funds or induced, solicited or knowingly received any advance of funds from a party other than the owner of the Mortgaged Property subject to the mortgage, directly or indirectly, for the payment of any amount required by the Mortgage Loan.
26. If the mortgage loan is identified as "Qualified Mortgage-Rebuttable Presumption" on the mortgage loan schedule, such mortgage loan (i) is a "qualified mortgage" within the meaning of Section 1026.43(e)(2) of Regulation Z without reference to Section 1026.43(e)(4), (5), (6) or (f) of Regulation Z, (ii) complies with the total points and fees limitations for a qualified mortgage set forth in Section 1026.43(e)(3) of Regulation Z (including the inflation adjustments provided for in Section 1026.43(e)(3)(ii) of Regulation Z), (iii) is a "higher-priced covered transaction" within the meaning of Section 1026.43(b)(4) of Regulation Z, (iv) does not provide for a balloon payment and (v) qualifies for the presumption of compliance set forth in Section 1026.43(e)(1)(ii) of Regulation Z.	None.
27. With respect to escrow deposits and escrow payments, all such payments	Underwriting; Collection Practices; Escrow Payments: Except for underwriting

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No escrow deposits or escrow payments or other charges or payments mortgage loan schedule and contained in the servicing file, no escrow deposits or due the seller have been capitalized under the mortgage or the mortgage escrow payments or other charges or payments due the applicable Mortgage Loan note.has been properly paid and credited. Seller have been capitalized under the mortgage or the mortgage note. With respect to each adjustable rate Mortgage Loan, all Mortgage Interest Rate adjustments and monthly payment adjustments have been made in strict compliance with customary servicing procedures, and, as of the Closing Date, the applicable Servicer's servicing system has been updated to reflect any such adjustments. Any interest required to be paid to the mortgagor pursuant to state, federal and local law has been properly paid and credited 28. The proceeds of the mortgage loan have been fully disbursed to or for the Proceeds Fully Disbursed / Recording Fees Paid: The proceeds of the Mortgage Loan account of the mortgagor, and there is no requirement for future advances have been fully disbursed and there is no requirement for future advances thereunder. Any and all requirements as to completion of any on-site or offthereunder, and any and all requirements as to completion of any on-site or off site site improvements and any and all requirements as to disbursements of disbursements of any escrow funds therefor have been complied with. All costs, fees escrow funds for such improvements have been complied with. All costs, fees and expenses incurred in making or closing the Mortgage Loan and the recording of and expenses incurred in making or closing the mortgage loan and the the mortgage were paid or are in the process of being paid, and the mortgagor is not recording of the mortgage were paid, and the mortgagor is not entitled to any entitled to any refund of any amounts paid or due under the Mortgage Note or refund of any amounts paid or due under the mortgage note or mortgage. mortgage. 29. All taxes, governmental assessments, insurance premiums, leasehold Taxes Paid: All taxes, governmental assessments, insurance premiums, water, sewer payments, ground rents, water, sewer and municipal charges or other and municipal charges, leasehold payments or ground rents which previously became outstanding charges affecting the related mortgaged property, which due and owing have been paid by the mortgagor, or escrow funds from the previously became due and owing have been paid by the mortgagor, or an mortgagor have been established in an amount sufficient to pay for every such escrow of funds has been established to the extent permitted by law, in an escrowed item which remains unpaid and which has been assessed but is not yet due amount sufficient to pay for every such item which remains unpaid and which and payable, or an escrow of funds has been established to the extent permitted by has been assessed but is not yet due and payable. The seller has not applicable requirements, in an amount sufficient to pay for every such item which advanced funds, or induced, solicited or knowingly received any advance of remains unpaid and which has been assessed but is not yet due and payable. Such funds by a party other than the mortgagor, directly or indirectly, for the Mortgage Loan Seller has not advanced funds, or induced, solicited or knowingly payment of any amount required under the mortgage loan, except for (i) received any advance of funds by a party other than the mortgagor (except for gift payments in the nature of escrow payments and (ii) interest accruing from the funds allowed under the applicable Sponsor Approved Underwriting Standards), date of the mortgage note or date of disbursement of the mortgage loan directly or indirectly, for the payment of any amount required under the Mortgage proceeds, whichever is later, to the day which precedes by one (1) month the Loan. due date of the first installment of principal and interest. 30. If the mortgage loan is identified as "Qualified Mortgage-Safe Harbor" on None. the mortgage loan schedule, such mortgage loan (i) is a "qualified mortgage" within the meaning of Section 1026.43(e)(2) of 12 C.F.R. Part 1026 ("Regulation Z") without reference to Section 1026.43(e)(4), (5), (6) or (f) of Regulation Z, (ii) complies with the total points and fees limitations for a qualified mortgage set forth in Section 1026.43(e)(3) of Regulation Z (including the inflation adjustments provided for in Section 1026.43(e)(3)(ii) of Regulation Z), (iii) is not a "higher-priced covered transaction" within the meaning of Section 1026.43(b)(4) of Regulation Z, (iv) only includes a prepayment penalty permitted by Section 1026.43(g) of Regulation Z, (v) does not provide for a balloon payment and (vi) qualifies for the safe harbor set forth in Section 1026.43(e)(1)(i) of Regulation Z. 31. No mortgage loan is a high cost loan or covered loan, as applicable, under Predatory Lending: No Mortgage Loan is a "high cost" loan, "covered" loan, or any any predatory lending law or regulation applicable in the jurisdiction in which other similarly designated loan as defined under any state, local, or federal law, as the mortgaged property is located, and no mortgage loan originated on or defined by applicable predatory and abusive lending laws at the time of the after October 1, 2002, through March 6, 2003, is governed by the Georgia Fair origination of the Mortgage Loan. Lending Act. No mortgage loan is covered by the Home Ownership and Equity Protection Act of 1994 and no mortgage loan is in violation of any comparable state or local law.

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32. As of the date of origination and to the mortgage loan seller's knowledge as of the cut-off date, there was no pending or filed action, suit or proceeding, arbitration or governmental investigation involving any mortgagor, guarantor or other obligor on the mortgage loan, or mortgagor's interest in any mortgaged property, an adverse outcome of which would reasonably be expected to materially and adversely affect (a) such mortgagor's title to such mortgaged property, (b) the validity or enforceability of the related mortgage or (c) the current principal use of such mortgaged property.	None.
33. There is no default, breach, violation or event of acceleration existing under the mortgage or the related mortgage note and no event which, with the passage of time or with notice and the expiration of any grace or cure period, would constitute a default, breach, violation or event of acceleration; and neither the seller nor prior mortgagee has waived any default, breach, violation or event permitting acceleration. The seller has not waived the performance by the mortgagor of any action, if the mortgagor's failure to perform such action would cause the mortgage loan to be in default. No foreclosure action is currently threatened or has been commenced with respect to any mortgaged property.	No Default: There is no non-monetary default (and no monetary default with respect to any amounts required to be paid up to the Due Date immediately preceding the Cut-off Date) or breach, violation or event of acceleration existing under the mortgage or the related mortgage note and no event which, with the passage of time or with notice and the expiration of any grace or cure period, would constitute such a default or other breach, violation or event permitting acceleration; and neither the applicable Mortgage Loan Seller nor any prior mortgagee has waived any default, breach, violation or event permitting acceleration. No foreclosure action is currently threatened or has been commenced with respect to any Mortgaged Property.
34. Unless otherwise indicated on the related mortgage loan schedule, the mortgaged property is not subject to any bankruptcy proceeding or foreclosure proceeding at the time the mortgage loan was originated. The mortgagor is not in bankruptcy and is not insolvent. No borrower previously owned a property in the last seven years that was the subject of a foreclosure during the time the borrower was the owner of record.	Mortgagor: As of the Closing Date, the mortgagor is not in bankruptcy and is not insolvent and the applicable Mortgage Loan Seller has no knowledge of any circumstances or condition with respect to the mortgage, the Mortgaged Property, the mortgagor or the mortgagor's credit standing that could reasonably be expected to cause investors to regard the Mortgage Loan as an unacceptable investment, cause the Mortgage Loan to become delinquent or materially adversely affect the value or marketability of the Mortgage Loan. No Mortgage Loan has previously been repurchased by the applicable Mortgage Loan Seller, except with respect to such Mortgage Loans for which the applicable Mortgage Loan Seller has provided the Depositor the supporting documentation prior to the Closing Date setting forth the reason(s) the Mortgage Loan was either previously rejected for purchase by prospective purchasers or repurchased by the applicable Mortgage Loan Seller. Except where permitted by the applicable Sponsor Approved Underwriting Standards, the mortgagor was not the subject of a bankruptcy proceeding that was dismissed or discharged in the thirty-six (36) months prior to the origination of the Mortgage Loan. The mortgagor was not the subject of multiple bankruptcy proceedings, whether personal or business, that were dismissed or discharged in the sixty (60) months prior to the origination of the Mortgage Loan. Except where permitted by the applicable Sponsor Approved Underwriting Standards, the mortgagor has not previously owned a property with respect to which a foreclosure was given in the thirty-six (36) months prior to the origination of the related Mortgage Loan. Except where approved by the Sponsor (or its designee) in writing, the mortgagor has not previously owned a property with respect to which a foreclosure sale was completed or a deed in lieu of foreclosure was given in the sixty (60) months prior to the origination of the related Mortgage Loan. Except where permitted by the applicable Sponsor Approved Underwriting Stand
35. In the event the mortgage constitutes a deed of trust, a trustee, duly qualified under applicable law to serve as such, has been properly designated and currently so serves and is named in the mortgage, and no fees or expenses are or will become payable by the mortgagee to the trustee under the deed of trust, except in connection with a trustee's sale after default by the mortgagor.	Complete Mortgage Files: The Mortgage Note, the mortgage, the assignment of mortgage and the other mortgage loan documents required to be delivered on the Closing Date have been delivered to the Depositor (or the Custodian for the benefit of the Depositor's assignee) in compliance with the specific requirements of the mortgage loan purchase agreement. With respect to each Mortgage Loan, the applicable Mortgage Loan Seller is in possession of a complete mortgage file including all documents used in the qualification of the mortgagor except for such documents as have been delivered to the Depositor or its designee. In the event the

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	mortgage is a deed of trust, a trustee, authorized and duly qualified under applicable law to serve as such, has been properly designated, is named in the mortgage and currently so serves, and no fees or expenses are or will become payable by the Depositor to the trustee under the deed of trust, except in connection with a trustee's sale after default by the mortgagor.
36. Each mortgage loan is a "qualified mortgage" within the meaning of Code Section 860G(a)(3) (but determined without regard to the rule in the U.S. Department of Treasury Regulations (the "Treasury Regulations") Section 1.860G-2(f)(2) that treats certain defective mortgage loans as qualified mortgages), and, accordingly, (A) the issue price of such mortgage loan to the related mortgager at origination did not exceed the non-contingent principal amount of such mortgage loan and (B) either: (a) such mortgage loan is secured by an interest in real property (including buildings and structural components thereof, but excluding personal property) having a fair market value (i) at the date such mortgage loan was originated at least equal to 80% of the adjusted issue price of such mortgage loan on such date or (ii) at the closing date at least equal to 80% of the adjusted issue price of such mortgage loan on such date, provided that for purposes hereof, the fair market value of the real property interest must first be reduced by (A) the amount of any lien on the real property interest must first be reduced by (A) the amount of any lien on the real property interest that is senior to such mortgage loan and (B) a proportionate amount of any lien that is in parity with such mortgage loan; or (b) substantially all of the proceeds of such mortgage loan were used to acquire, improve or protect the real property which served as the only security for such mortgage loan (other than a recourse feature or other third-party credit enhancement within the meaning of Section 1.860G-2(a)(1)(ii) of the Treasury Regulations). If any mortgage loan was "significantly modified" prior to the closing date so as to result in a taxable exchange under Section 1001 of the Code, it either (x) was modified as a result of the default or reasonably foreseeable default of such mortgage loan or (y) satisfies the provisions of either sub-clause (B)(a)(ii), above (substituting the date of the last such modification for the date such mortgage loan was	Mortgage Loan Qualifies for REMIC: Each Mortgage Loan is a "qualified mortgage" under Section 860G(a)(3)(A) of the Code and Treasury Regulation Section 1.860G-2(a)(1), (2), (4), (5), (6), (7) and (9) without reliance on the provisions of Treasury Regulations Section 1.860G-2(a)(3) or Treasury Regulations Section 1.860G-2(f)(2) or any other provision that would allow a Mortgage Loan to be treated as a "qualified mortgage" notwithstanding its failure to meet the requirements of Section 860G(a)(3)(A) of the Code and Treasury Regulation Section 1.860G-2(a)(1), (2), (4), (5), (6), (7) and (9). No Mortgage Loan that is secured by more than one Mortgaged Property permits the release of a related Mortgaged Property or any portion thereof, including due to a partial condemnation, from the lien of the related Mortgage unless such release (i) would not constitute a "significant modification" of the subject Mortgage Loan within the meaning of Section 1.860G-2(b)(2) of the Treasury Regulations and (ii) would not cause the subject Mortgage Loan to fail to be a "qualified mortgage" within the meaning of Code Section 860G(a)(3)(A). Prepayment Penalty: Any prepayment premium or yield maintenance charge applicable to any Mortgage Loan constitutes a "customary prepayment penalty" within the meaning of Treasury Regulations Section 1.860G-1(b)(2).
37. The mortgage loan is in compliance in all material respects with all requirements set forth in the related sale agreement. The information set forth in the related mortgage loan schedule sent to the purchaser is complete, true and correct in all material respects. The information on the mortgage loan schedule and the information provided are consistent with the contents of the seller's records and the mortgage file in all material respects. Any seller or builder concession has been subtracted from the appraised value of the mortgaged property for purposes of determining the loan-to-value ratio. Except for information specified to be as of the origination date of the mortgage loan, the mortgage loan schedule contains the most current information possessed by the seller. As of the date the mortgage loan was originated, the credit score listed on the mortgage loan schedule is no more than four months old. No appraisal or other property valuation referred to or used to determine any data listed on the mortgage loan schedule was more than 90 days old at the time of the mortgage loan closing.	Data: The information provided by the applicable Mortgage Loan Seller to the Depositor with regard to each Mortgage Loan, including the information set forth in the related Mortgage Loan Schedule is complete, true and correct in all material respects. The information on the Mortgage Loan Schedule and the information provided are consistent with the contents of the applicable Mortgage Loan Seller's records and the mortgage file. The Mortgage Loan Schedule contains all of the required fields identified in the mortgage loan purchase agreement. Except for information specified to be as of the origination date of the Mortgage Loan, all of the required fields in the Mortgage Loan Schedule contain the most current information possessed by the applicable Mortgage Loan Seller. Except as otherwise set forth on the Mortgage Loan Schedule, no appraisal or other property valuation referred to or used to determine any data listed on the Mortgage Loan Schedule was more than one hundred twenty (120) days old at the time of the Mortgage Loan closing. Except as otherwise set forth on the Mortgage Loan Schedule, the most recent credit score listed on the Mortgage Loan Schedule was no more than ninety (90) days old as of the origination date of the related Mortgage Loan.
38. To the extent the mortgage loan is secured by a leasehold interest: as of the origination date of the mortgage loan (1) the mortgagor is the owner of a valid and subsisting interest as tenant under the lease and is not in default thereunder, (2) the lease is in full force and effect, (3) all rents and other	Leasehold Interest Representation and Warranty: To the extent the Mortgage Loan is secured by a leasehold interest: (i) the mortgagor is the owner of a valid and subsisting interest as tenant under the lease and is not in default thereunder, (ii) the lease is in full force and effect, and is unmodified, (iii) all rents and other charges

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charges have been paid, (4) the lessor under the lease is not in default, (5) the execution, delivery, and performance of the mortgage do not require the consent (other than the consents that have been obtained and are in full force and effect) under, and will not violate or cause a default under, the terms of the lease, (6) the lease is assignable or transferable, (7) the term of such lease does not terminate earlier than [five] [ten] years after the maturity date of the mortgage note, (8) the lease does not provide for termination of the lease in the event of the mortgagor's default without written notice to the mortgagee and a reasonable opportunity to cure the default, (9) the lease permits the mortgaging of the related mortgaged property, (10) the lease protects the mortgagee's interests in the event of a property condemnation and (11) the mortgaged property is located in a jurisdiction in which the use of leasehold estates for residential properties is an accepted practice.	have been paid when due, (iv) the lessor under the lease is not in default, (v) the execution, delivery, and performance of the mortgage do not require the consent (other than the consents that have been obtained and are in full force and effect) under, and will not violate or cause a default under, the terms of the lease, (vi) the lease is assignable or transferable, (vii) the term of such lease does not terminate earlier than five years after the maturity date of the Mortgage Note, (viii) the lease does not provide for termination of the lease in the event of the mortgagor's default without written notice to the mortgagee and a reasonable opportunity to cure the default, (ix) the lease permits the mortgaging of the related Mortgaged Property, and (x) the lease protects the mortgagee's interests in the event of a property condemnation.
39. None.	Prepayment Premiums: All information on the Mortgage Loan Schedule and electronic data file delivered to the Depositor regarding the prepayment premium is complete and accurate and each prepayment premium is permissible and enforceable in accordance with its terms under applicable law. Prepayment premiums on the Mortgage Loans are applicable to prepayments resulting from both refinancings and sales of the related Mortgaged Properties and the terms of such prepayment premiums do not provide for a waiver or release (i.e., "holidays") during the term of the prepayment premiums.
40. Each mortgage loan either (i) was underwritten in conformance with the seller's underwriting guidelines in effect at the time of origination without regard to any underwriter discretion or (ii) if not underwritten in conformance with the seller's underwriting guidelines, has reasonable and documented compensating factors. The methodology used in underwriting the extension of credit for the mortgage loan includes objective mathematical principles that relate to the relationship between the borrower's income, assets and liabilities and the proposed payment.	Underwriting; Collection Practices; Escrow Payments: Except for underwriting exceptions agreed to in writing by the Sponsor (or its designee), each Mortgage Loan was underwritten in conformance with the applicable Sponsor Approved Underwriting Standards in effect at the time of origination without regard to any underwriter discretion. Except in connection with a modification disclosed on the Mortgage Loan Schedule and contained in the servicing file, no escrow deposits or escrow payments or other charges or payments due the applicable Mortgage Loan Seller have been capitalized under the mortgage or the mortgage note. With respect to each adjustable rate Mortgage Loan, all Mortgage Interest Rate adjustments and monthly payment adjustments have been made in strict compliance with customary servicing procedures, and, as of the Closing Date, the applicable Servicer's servicing system has been updated to reflect any such adjustments. Any interest required to be paid to the mortgagor pursuant to state, federal and local law has been properly paid and credited.
41. The related original mortgage has been recorded or is in the process of being recorded.	Recordable: As to any Mortgage Loan which is not a MERS Mortgage Loan, the assignment of mortgage is in recordable form and is acceptable for recording under the laws of the jurisdiction in which the Mortgaged Property is located.
42. Principal payments on the mortgage loan commenced no more than sixty (60) days after the proceeds of the mortgage loan were disbursed. The mortgage loan bears interest at the mortgage interest rate. With respect to each fixed rate mortgage loan, the mortgage note is payable on the first day of each month in equal monthly installments of principal and interest, with interest in arrears, providing for full amortization by maturity over a scheduled term of not more than thirty (30) years. The mortgage note does not permit negative amortization.	None.
43. The mortgagor has not notified the seller, and the seller has no knowledge of any relief requested by or allowed to the mortgagor under the Servicemembers Civil Relief Act or any similar state law or local laws.	Servicemembers' Civil Relief Act: Except as otherwise set forth on the Mortgage Loan Schedule, no mortgagor has notified the applicable Servicer, and the applicable Mortgage Loan Seller has no knowledge of any request for relief by any mortgagor, under the Servicemembers' Civil Relief Act or any similar state law or local laws.
44. The mortgage loan documents for the related mortgage loans have been or will be delivered to the custodian in compliance with this agreement and the seller guide. The originator is in possession of a complete mortgage file	Complete Mortgage Files: The Mortgage Note, the mortgage, the assignment of mortgage and the other mortgage loan documents required to be delivered on the Closing Date have been delivered to the Depositor (or the Custodian for the benefit of

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(including all documents used in the qualification of the mortgagor) for each mortgage loan, except for such documents the originals of which have been delivered to the custodian, and all documents required to be included in the mortgage file shall be complete, executed as required and in compliance with applicable law.	the Depositor's assignee) in compliance with the specific requirements of the mortgage loan purchase agreement. With respect to each Mortgage Loan, the applicable Mortgage Loan Seller is in possession of a complete mortgage file including all documents used in the qualification of the mortgagor except for such documents as have been delivered to the Depositor or its designee. In the event the mortgage is a deed of trust, a trustee, authorized and duly qualified under applicable law to serve as such, has been properly designated, is named in the mortgage and currently so serves, and no fees or expenses are or will become payable by the Depositor to the trustee under the deed of trust, except in connection with a trustee's sale after default by the mortgagor.
45. With respect to each mortgage loan, the seller verified the borrower's income, employment, and/or assets in accordance with its written underwriting guidelines and employed procedures designed to authenticate the documentation supporting such income, employment, and/or assets. Such verification may include the transcripts received from the Internal Revenue Service pursuant to a filing of IRS Form 4506-T. With respect to each mortgage loan, in order to test the reasonableness of the income, the seller used (i) pay statements reflecting current and year-to-date earnings and deductions, (ii) copies of tax returns provided by borrowers, (iii) transcripts received from the IRS pursuant to a filing of IRS Form 4506-T (to the extent specified in the mortgage loan schedule), provided in connection with the sale or (iv) where commercially reasonable, public and/or commercially available information.	None.
46. The seller has given due consideration to factors, including but not limited to, and to the extent applicable, other real estate owned by the borrower, commuting distance to work, appraiser comments and notes, the location of the property and any difference between the mailing address active in the servicing system and the subject property address to evaluate whether the occupancy status of the property as represented by the borrower is reasonable.	Occupancy: The applicable Originator has given due consideration to factors, including but not limited to, other real estate owned by the mortgagor, commuting distance to work, appraiser comments and notes, the location of the property and any difference between the mailing address active in the servicing system and the subject property address to evaluate whether the occupancy status of the property as represented by the mortgagor is reasonable.
47. Each mortgage loan with a loan-to-loan value ratio at origination in excess of 80% is and will be subject to a primary mortgage insurance (PMI) policy issued by a qualified insurer, which provides coverage in an amount at least equal to that which would be required by Fannie Mae. All provisions of such mortgage insurance policy have been and are being complied with, such policy is in full force and effect, and all premiums due thereunder have been paid. The insurer under such PMI policy is a qualified insurer at the time of origination and as of the closing date. Any mortgage loan subject to a mortgagor-paid PMI policy obligates the mortgagor thereunder to maintain the PMI policy and to pay all premiums and charges in connection therewith up to the time it may be discontinued according to applicable law. Any such premium is not payable from any portion of the mortgage interest rate. No mortgage loan requires payment of such premiums, in whole or in part, by the mortgage loan seller.	None.
48. No portion of the mortgage loan proceeds has been escrowed for the purpose of making monthly payments on behalf of the mortgagor and no payments due and payable under the terms of the mortgage note and mortgage or deed of trust, except for seller or builder concessions or amounts paid, have been paid by any person (other than the mortgagor and any guarantor) who was involved in, or benefited from, the sale or purchase of the mortgaged property or the origination, refinancing, sale, purchase or servicing of the mortgage loan.	Source of Loan Payments: No loan payment has been escrowed as part of the loan proceeds on behalf of the mortgagor. No payments due and payable under the terms of the Mortgage Note and mortgage or deed of trust have been paid by any person who was involved in, or benefited from, the sale or purchase of the Mortgaged Property or the origination, refinancing, sale, purchase or servicing of the Mortgage Loan other than the mortgagor.
49. Except as otherwise indicated on the mortgage loan schedule, the borrower has contributed at least 3% of the purchase price with his/her own	None.

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funds.	
50. All inspections, licenses and certificates required to be made or issued with respect to all occupied portions of the mortgaged property and, with respect to the use and occupancy of the same, including but not limited to certificates of occupancy and fire underwriting certificates, have been made or obtained from the appropriate authorities.	Legally Occupied: As of the Closing Date, the Mortgaged Property is lawfully occupiable under applicable law, and all inspections, licenses and certificates required to be made or issued with respect to all occupiable portions of the Mortgaged Property and, with respect to the use and occupancy of the same, including but not limited to certificates of occupancy and fire underwriting certificates, have been made or obtained from the appropriate authorities. Neither such Mortgage Loan Seller nor any servicer has received notice from the mortgagor, any governmental authority, or any other person of any noncompliance with any use or occupancy law, ordinance, regulation, standard, license, or certificate with respect to the Mortgaged Property.
51. The mortgage loan was originated by a mortgagee approved by the Secretary of Housing and Urban Development pursuant to Sections 203 and 211 of the National Housing Act, a savings and loan association, a savings bank, a commercial bank, credit union, insurance company or similar institution supervised and examined by a federal or state authority.	None.
52. None.	No Additional Fees: With respect to any broker fees collected and paid on any of the Mortgage Loans, all such fees have been properly assessed to the mortgagor and no claims will arise as to such fees that are double charged and for which the mortgagor would be entitled to reimbursement.
53. No mortgagor was required to purchase any credit life, disability, accident or health insurance product as a condition of obtaining the extension of credit. No mortgagor obtained a prepaid single-premium credit life, credit disability, credit unemployment, credit property, accident or health insurance policy in connection with the origination of the mortgage loan. None of the proceeds of the mortgage loan were used to purchase or finance single-premium credit insurance policies as part of the origination of, or as a condition to the closing, such mortgage loan.	None.
54. The related assignment of mortgage to MERS has been, or is in the process of being, duly and properly recorded. With respect to each MERS mortgage loan, the seller has not received any notice of liens or legal actions with respect to such mortgage loan and no such notices have been electronically posted by MERS.	MERS Mortgage Loans: With respect to each Mortgage Loan for which the applicable Mortgage Loan Seller has designated or will designate Mortgage Electronic Registration Systems, Inc. ("MERS") as, and has taken or will take such action as is necessary to cause MERS to be, the mortgagee of record, as nominee for such Mortgage Loan Seller (each a "MERS Mortgage Loan"), a Mortgage Identification Number ("MIN") has been assigned by MERS and such MIN is accurately provided on the Mortgage Loan Schedule. The related assignment of mortgage to MERS has been duly and properly recorded. With respect to each MERS Mortgage Loan, such Mortgage Loan Seller has not received any notice of liens or legal actions with respect to such Mortgage Loan and no such notices have been electronically posted by MERS.
55. None.	Adjustments: All of the terms of the related Mortgage Note pertaining to interest rate adjustments, payment adjustments and adjustments of the outstanding principal balance, if any, are enforceable and such adjustments on such Mortgage Loan have been made properly and in accordance with the provisions of such Mortgage Loan, including any required notices, and such adjustments do not and will not affect the priority of the mortgage lien.
56. Each mortgage loan is covered by a paid in full, life of loan, tax service contract and a paid in full, life of loan, flood certification contract (where applicable) and each of these contracts is fully assignable to the purchaser and its assigns.	Tax Service Contracts; Flood Certification Contract: Each Mortgage Loan is either (a) covered by a paid in full, life of loan, tax service contract, and a paid in full, life of loan, flood certification contract and each of these contracts is fully assignable to the Depositor and its assigns, or (b) covered by a month-to-month service that provides flood and tax information that is the same (in all material respects) as the information provided by a tax service contract or flood certification contract, and (i) such service is provided by a vendor that has been engaged by the applicable Servicer in accordance

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	with the related Servicing Agreement and (ii) the applicable Servicing Agreement obligates such Servicer to maintain such month-to-month service so long as such Mortgage Loan is owned by the Issuing Entity.
57. None.	No Mandatory Arbitration Provisions: With respect to each Mortgage Loan, neither the related mortgage nor the related Mortgage Note requires the mortgagor to submit to arbitration to resolve any dispute arising out of or relating in any way to the mortgage loan transaction.
58. With respect to each mortgage loan where the mortgagor's loan application for the mortgage loan was taken on or after January 10, 2014, such mortgage loan (i) is a Qualified Mortgage and (ii) complies with the Ability To Repay Standards, and all necessary evidence to demonstrate such compliance with 12 CFR Part 1026.43(e) and 12 CFR Part 1026.43(c) is included in the mortgage file.	None.
59. With respect to each mortgage loan to which the TILA-RESPA Integrated Disclosure Rule ("TRID") applies, such mortgage loan was originated in compliance with the TRID.	None.
60. No mortgage loan has been offered or extended primarily for personal, family or household purposes and all such mortgage loans were offered or extended for commercial or business purposes, as defined in the Truth in Lending Act and its implementing Regulation Z.	Business Purpose: Each Mortgage Loan was originated for a business-purpose.
B. Enforcement mechanisms related to loan sponsor's loan, property, and related r	epresentations in the offering document
1. If there is a material breach of any representation or warranty made by the loan seller relating to the loan as described above, and such breach materially and adversely affects the value of the loan or the interest of the trust (or the certificateholders) therein or causes the loan to be other than a "qualified mortgage" (within the meaning of Section 860G(a)(3) of the Code, without regard to the rule of Treasury Regulations Section 1.860G-2(f)(2) which causes a defective mortgage loan to be treated as a "qualified mortgage") (a "Material Breach"), upon discovery by any party to the loan purchase agreement of such Material Breach, such party shall give prompt notice thereof to the loan seller.	The Sponsor will purchase, or cause the related Mortgage Loan Seller to repurchase, any Mortgage Loan at the Repurchase Price no later than seventy-five (75) days following the discovery of a breach of a representation or warranty of such Mortgage Loan Seller specified in the Mortgage Loan Purchase Agreement with respect to a Mortgage Loan that causes such Mortgage Loan to not be a "qualified mortgage" within the meaning of Section 860G(a)(3) of the Code without regard to the rule of Treasury Regulation Section 1.860G-2(f)(2) which causes a defective mortgage loan to be treated as a "qualified mortgage."
2. Within 90 days of the receipt by the loan seller of notice of such material breach, the loan seller must either (i) repurchase the loan at an amount equal to the repurchase price or (ii) promptly cure such Material Breach in all material respects; provided, that if (a) such Material Breach is capable of being cured but not within such 90-day period, (b) such Material Breach is not related to the loan not being a "qualified mortgage" within the meaning of the REMIC provisions and (c) the loan seller has commenced and is diligently proceeding with the cure of such Material Breach, the loan seller will have an additional 90 days to complete such cure; provided, further, that with respect to such additional 90-day period, the loan seller shall have delivered an officer's certificate to the trustee and the servicer setting forth the reason why such Material Breach is not capable of being cured within the initial 90-day period and what actions the loan seller is pursuing in connection with the cure thereof and stating that the loan seller anticipates that such Material Breach will be cured within the additional 90-day period. For the avoidance of doubt, no liquidation fee shall be paid by the loan seller in connection with a repurchase of the loan due to a Material Breach pursuant to the loan purchase agreement. The sole remedy of the depositor, the trustee, the certificate administrator, the servicer, the special servicer and the certificate holders against the loan seller in connection with a Material Breach is to enforce the repurchase claim in accordance with the provisions of the	Upon receipt of notice of a breach of representation or warranty with respect to a Mortgage Loan, the Sponsor will, as set forth in the Mortgage Loan Purchase Agreement, have sixty (60) business days to cure such breach, purchase or cause the applicable Mortgage Loan Seller to repurchase such Mortgage Loan at the Repurchase Price or substitute for the related Mortgage Loan (including paying any required Substitution Adjustment Amount) but, as discussed below, only if the breach materially and adversely affects the value of such Mortgage Loan or the interests of the Certificateholders therein (any such breach, a "Material Breach"). Any substitution of a Mortgage Loan must occur no later than two (2) years following the Closing Date. Moreover, the Sponsor will purchase, or cause the related Mortgage Loan Seller to repurchase, any Mortgage Loan at the Repurchase Price no later than seventy-five (75) days following the discovery of a breach of a representation or warranty of such Mortgage Loan Seller specified in the Mortgage Loan Purchase Agreement with respect to a Mortgage Loan that causes such Mortgage Loan to not be a "qualified mortgage" within the meaning of Section 860G(a)(3) of the Code without regard to the rule of Treasury Regulation Section 1.860G-2(f)(2) which causes a defective mortgage loan to be treated as a "qualified mortgage".

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loan purchase agreement.	
3. The "Repurchase Price" is an amount (without duplication) equal to the sum of (i) the unpaid principal balance of the loan, (ii) accrued and unpaid interest on the loan and the components at the regular component interest rate (exclusive of the default rate with respect to the floating rate components) to and including the last day of the related interest accrual period in which the repurchase is to occur, (iii) unreimbursed servicing advances and administrative advances together with interest on such advances, (iv) an amount equal to all interest on outstanding monthly payment advances, (v) any unpaid trust fund expenses and (vi) any other expenses reasonably incurred or expected to be incurred by the servicer, special servicer, certificate administrator or trustee arising out of the enforcement of the repurchase obligation. No liquidation fee will be paid by (a) the depositor in connection with a repurchase of the loan by the depositor pursuant to trust and servicing agreement as a result of a Material Document Defect, provided such repurchase occurs within the applicable cure period, (b) the document defect repurchase guarantor in connection with a repurchase of the loan by the document Defect, provided such repurchase guaranty as a result of a Material Document Defect, provided such repurchase occurs within the applicable cure period or (c) the loan seller in connection with a repurchase of the loan by the loan seller pursuant to the loan purchase agreement as a result of a Material Breach.	The "Repurchase Price" for a Mortgage Loan or REO Property to be repurchased by the applicable Mortgage Loan Seller (or purchased by the Sponsor) as described above will equal the sum of (i) the Stated Principal Balance of such Mortgage Loan as of the date of such purchase, plus interest accrued on such Stated Principal Balance at the Mortgage Interest Rate up to but not including, the last day of the month in which such repurchase occurs, (ii) any amounts representing unreimbursed Advances with respect to such Mortgage Loan and (iii) expenses reasonably incurred or to be incurred by the applicable Servicer, the Master Servicer, the Securities Administrator, the Certificate Registrar, the Custodian, the Issuing Entity, the Controlling Holder or the Trustee in respect of the breach or defect giving rise to the purchase or repurchase obligation (including, without limitation, arbitration expenses). If a Mortgage Loan or related real estate owned ("REO") Property to be repurchased by the Sponsor has been liquidated and has a Stated Principal Balance of zero, the Stated Principal Balance for purposes of calculating the Repurchase Price will equal the Stated Principal Balance immediately prior to liquidation. The Repurchase Price will be remitted by the Mortgage Loan Sellers or the Sponsor to the applicable Servicer for deposit to such Servicer's P&I Custodial Account.
4. None.	If a Realized Loss occurs with respect to a Mortgage Loan, any review to determine whether there has been a Material Breach will be controlled by the Controlling Holder as set forth below. As of any date of determination, the majority holder of the Class XS Certificates will be designated as the "Controlling Holder." The initial Controlling Holder will be a Majority-Owned Affiliate of the Sponsor, whose interests may conflict with those of the other holders of the Offered Certificates. The Controlling Holder is not acting on behalf of the Certificateholders and is not a fiduciary for the Certificateholders.
5. None.	In the event a Mortgage Loan suffers a Realized Loss, the Controlling Holder may, at its option, review such Mortgage Loan (each such Mortgage Loan, an "Optional Review Loan") to determine whether there has been a Material Breach of a representation or warranty.
6. None.	The Controlling Holder may utilize the services of a third-party due diligence firm or may perform the review in-house. Any reasonable costs and expenses incurred will be reimbursed to the Controlling Holder from the Interest Remittance Amount (and the Principal Remittance Amount, to the extent the Interest Remittance Amount is insufficient to cover such reimbursement amounts) and the Controlling Holder will be held harmless by the Issuing Entity for any liability relating to such review; provided, that the Controlling Holder submits a reimbursement notice to the Depositor that documents any expenses and any liabilities incurred by it relating to such review. The Controlling Holder will provide notice to the Sponsor, the Servicing Administrator, the applicable Servicer and the Trustee of its findings with respect to each Optional Review Loan within one hundred twenty (120) business days of receipt of all requested documents from such Servicer of such Optional Review Loan. Upon receipt of notice of a breach of representation or warranty with respect to a Mortgage Loan resulting from such review, the Sponsor will have sixty (60) business days to cure, purchase or cause the related Mortgage Loan Seller to repurchase, or substitute for such Mortgage Loan but only if there is a Material Breach.
7. None.	If the Sponsor or the applicable Mortgage Loan Seller disputes the determination of the Controlling Holder, the Controlling Holder will commence a binding arbitration to resolve the dispute in the manner set forth in the Mortgage Loan Purchase Agreement. The costs of such arbitration will be paid by the Controlling Holder,

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	subject to reimbursement for such expenses from the Interest Remittance Amount and, to the extent not covered by the Interest Remittance Amount, the Principal Remittance Amount, by submitting a Reimbursement Notice in the manner described in the Pooling and Servicing Agreement. The Controlling Holder will provide prompt written notice to the Securities Administrator, solely for purposes of preparing a Distribution Date statement, (i) that a claim has been submitted to arbitration and (ii) the arbitrator's decision with respect to such dispute.
	If the Sponsor refuses to comply with the determination of the arbitrator, then the Controlling Holder will (i) provide prompt written notice to the Trustee and the Securities Administrator and the Securities Administrator will make such notice available to the Certificateholders on the Securities Administrator's website located at http://www.sf.citidirect.com (provided that the Securities Administrator will have no obligation to confirm or verify the accuracy of such information) and (ii) request guidance from the other Certificateholders as to whether the Trustee, on behalf of the Issuing Entity, should bring a legal action against the Sponsor. There will not be any deadline for obtaining guidance. The Trustee will only bring legal action upon the direction of Certificateholders representing 50.01% or more of the aggregate voting interests of the Certificates. The Trustee will not be required to proceed with any action unless it obtains in advance funds to pay any fees, costs and expenses (including legal fees and expenses) incurred by the Trustee and indemnification reasonably requested by it from such Certificateholders to cover any cost, expense (including legal fees and expenses) or liability in connection with any legal action. Certificateholders who are not part of such group of Certificateholders will not be required to contribute, but will not have any rights with respect to any proceeding related to the approval or disapproval of the resolution of any such dispute.
8. None.	If the related mortgagor fails to make any of the first three monthly payments due after the related Mortgage Loan origination date within sixty (60) days of the original due date for that payment, the Sponsor will purchase, or cause the related Mortgage Loan Seller to repurchase, or substitute for such Mortgage Loan at the Repurchase Price, unless the Sponsor concludes that the default was the result of a servicing issue that has subsequently been corrected.
C. Limitations on certificateholders	
1. The trustee may not be required to commence legal proceedings against third parties at the direction of any certificateholders unless, among other conditions, at least 25% of the voting rights (determined without notionally reducing the principal balances of the certificates by any calculated portfolio value reduction amounts) associated with the certificates join in the demand and offer indemnification satisfactory to the trustee. Those certificateholders may not commence legal proceedings themselves unless the trustee has refused to institute proceedings after the conditions described in the proceeding sentence and certain other conditions have been satisfied. These provisions may limit the certificateholders' personal ability to enforce the provisions of the trust and servicing agreement.	Other than as set forth under "Assignment of the Mortgage Loans; Representations and Warranties; Repurchases," no Certificateholder will have any right by virtue or by availing itself of any provisions of the Pooling and Servicing Agreement to institute any suit, action or proceeding in equity or at law upon or under or with respect to the Pooling and Servicing Agreement, unless such Certificateholder previously has given to the Trustee a written notice of default and of the continuance thereof, and unless the Certificateholders evidencing not less than 25% Percentage Interest of each class of Certificates affected thereby have made written request upon the Trustee to institute such action, suit or proceeding in its own name as Trustee under the Pooling and Servicing Agreement and have offered to the Trustee an indemnity as it may require against the costs, expenses and liabilities to be incurred therein or thereby (which indemnity must be reasonably satisfactory to the Trustee), and the Trustee, for 60 days after its receipt of such notice, request and offer of indemnity, has neglected or refused to institute any such action, suit or proceeding; it being understood and intended, and being expressly covenanted by each Certificateholder by purchase of its Offered Certificates with every other Certificateholder and the Securities Administrator, that no one or more Certificateholders will have any right in any manner whatever by virtue of or by availing itself or themselves of any provisions of the Pooling and Servicing Agreement to affect, disturb or prejudice the rights of the holders of any other of the Certificates, or to obtain or seek to obtain priority over or preference to any other such holder, or to enforce any right under the Pooling and Servicing Agreement, except in the manner therein provided and for the equal,

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	ratable and common benefit of all Certificateholders.