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ORDER#:3423829

160370316

Limited Power of Attorney

DOCUMENT TITLE

2862662 BK 6253 PG 897

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LIMITED POWER OF ATTORNEY

E 2862662 B 6253 P 897-899
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
04/24/2015 02:04 PM
FEE \$14.00 P9s: 3
DEP RTT REC'D FOR SELECT PORTFOLIO

Wells Fargo Bank, National Association, not in its individual or banking capacity, but solely in its capacity as trustee (the "Trustee") of those certain trusts set forth on the attached Exhibit A (each, a "Trust" and collectively, the "Trusts") under the Pooling and Servicing Agreements and/or Trust Agreements and any related governing transactional and servicing agreements (collectively, the "Agreements") hereby constitutes and appoints:

SELECT PORTFOLIO SERVICING, INC.

solely in its capacity as the Servicer under the Agreements, and as successor in interest to Bank of America, National Association, successor by merger to BAC Home Loans Servicing, LP f/k/a Countrywide Home Loans Servicing, LP, successor by assignment to Wilshire Credit Corporation, as its true and lawful attorney-in-fact, acting by and through its authorized officers, with full authority and power to execute and deliver on behalf of the Trustee any and all of the following instruments to the extent consistent with the terms and conditions of the Agreements:

- (i) all documents with respect to residential mortgage loans serviced for the Trust by the Servicer which are customarily and reasonably necessary and appropriate for the satisfaction, cancellation, or partial or full release of any mortgages, deeds of trust, or deeds to secure debt upon payment and discharge of all sums secured thereby;
- (ii) all documents and instruments necessary to conduct any (a) foreclosure, or (b) the taking of any deed in lieu of foreclosure, or (c) any judicial or non-judicial foreclosure or termination, cancellation, or rescission of any such foreclosure, or (d) any similar procedure (collectively, as applicable, a "Foreclosure");
- (iii) all documents and instruments necessary in the appearance and prosecution of bankruptcy proceedings;
- (iv) instruments appointing one or more substitute trustees or special purpose entities ("SPEs") to act in place of the corresponding entity named in any deed of trust;
- (v) affidavits of debt, notice of default, declaration of default, notices of foreclosure, and all such contracts, agreements, deeds, and instruments as are appropriate to (a) maintain any real property acquired through Foreclosure, or (b) effect any sale, transfer, or disposition of real property acquired through Foreclosure;
- (vi) all documents and instruments necessary to effect any assignment of mortgage or assignment of deed of trust; and
 - (vii) all other comparable instruments.
- 2. This Limited Power of Attorney shall apply only to the foregoing enumerated transactions and shall be limited to the above-mentioned exercise of power. This instrument is to be construed and interpreted only as a limited power of attorney. The enumeration of specific items, rights, acts, or powers herein is not intended to, nor does it give rise to, and it should not be construed as, a general power of attorney.
- 3. Third parties without actual notice may rely upon the power granted to said attorney-in-fact under this Limited Power of Attorney and may assume that, upon the exercise of such power, all conditions precedent to such exercise of power have been satisfied and this Limited Power of Attorney has not been revoked. This Limited Power of Attorney shall supersede and replace any other limited power of attorney executed by the Trustee in connection with the Agreements in favor of the Servicer and any such other limited power of attorney shall be deemed revoked by this writing.

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- 4. This Limited Power of Attorney is effective as of the date below and shall remain in full force and effect until (a) revoked in writing by the Trustee, or (b) the termination, resignation or removal of the Trustee as trustee of the Trust, or (c) the termination, resignation or removal of the Servicer as a servicer of the Trust, or (d) the termination of the Agreement related to the Trust, whichever occurs earlier.
- 5. Nothing contained in this Limited Power of Attorney shall (i) limit in any manner any indemnification obligation provided by the Servicer to the Trustee or Trust under the Agreements or any document related thereto, or (ii) be construed to grant the Servicer the power to initiate or defend any suit, litigation, or proceeding in the name of the Trustee or Trust except as specifically provided for herein or under the Agreements.

Dated: April 22, 2015

Attest:

By: Alex Humphries
Its: Assistant Secretary

Unofficial Witnesses:

Brandt McCammon

Wells Fargo Bank, National

Association, not in its individual or banking capacity, but solely as Trustee

on behalf of the Trust

By: David Diaz

Its: Vice President

Daniel Williamson

STATE OF MARYLAND COUNTY OF HOWARD

SS:

On the 22nd day of April 2015 before me, Kathleen A. Dean, a Notary in and for said State, personally appeared David Diaz, known to me to be Vice President of Wells Fargo Bank, National Association, and also known to me to be the person who executed this Limited Power of Attorney on behalf of Wells Fargo Bank, N.A., not in its individual or banking capacity, but solely as Trustee, and acknowledged to me that Wells Fargo Bank, N.A., not in its individual or banking capacity, but solely as Trustee, executed this Limited Power of Attorney.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my office seal the day and year written above,

KATHLEEN A. DEAN
NOTARY PUBLIC
HOWARD COUNTY
MARYLAND
My Commission Expires 2-6-2017

Notary Public: Kathleen A. Dean My commission expires 2-6-2017

2862662 BK 6253 PG 899

20170208000048140 02/08/2017 12:50:16 PM POA 4/5 <u>Exhibit A</u>

- 1. Morgan Stanley ABS Capital I Inc. Trust 2005-HE4
- 2. Morgan Stanley ABS Capital I Inc. Trust 2005-HE5
- 3. Morgan Stanley ABS Capital I Inc. Trust 2005-WMC2
- 4. Morgan Stanley ABS Capital I Inc. Trust 2005-WMC3
- 5. Morgan Stanley ABS Capital I Inc. Trust 2005-WMC4
- 6. Morgan Stanley ABS Capital I Inc. Trust 2005-WMC5
- 7. Morgan Stanley ABS Capital I Inc. Trust 2005-WMC6
- 8. Structured Asset Securities Corporation Mortgage Loan Trust 2007-MLN1

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Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
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