REO SUBSIDIARY POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Nationstar REO Sub 1B LLC ("REO Subsidiary") hereby irrevocably constitutes and appoints Nationstar Mortgage LLC ("Servicer") and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of REO Subsidiary and in the name of REO Subsidiary or in its own name, from time to time in Servicer's discretion:

- (a) In the name of REO Subsidiary, or in its own name, or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due with respect to any assets serviced by Servicer under the Second Amended and Restated Master Repurchase Agreement (as amended, restated or modified) dated January 29, 2016 (the "Assets") and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by Servicer for the purpose of collecting any and all such moneys due with respect to any other assets whenever payable;
- (b) to pay or discharge taxes and liens levied or placed on or threatened against the Assets;
- (i) to direct any party liable for any payment under any Assets to make payment of any and all moneys due or to become due thereunder directly to Servicer or as Servicer shall direct, including, without limitation, any payment agent with respect to any Asset; (ii) to send "goodbye" letters on behalf of Seller; (iii) to ask or demand for, collect, receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Assets; (iv) to sign and endorse any invoices, assignments, verifications, notices and other documents in connection with any Assets; (v) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Assets or any proceeds thereof and to enforce any other right in respect of any Assets; (vi) to defend any suit, action or proceeding brought against REO Subsidiary with respect to any Assets; (vii) to settle, compromise or adjust any suit, action or proceeding described in clause (vi) above and, in connection therewith, to give such discharges or releases as Servicer may deem appropriate; and (viii) generally, to sell, transfer, pledge and make any agreement with respect to or otherwise deal with any Assets as fully and completely as though Servicer were the absolute owner thereof for all purposes, and to do, at Servicer's option and REO Subsidiary's expense, at any time, and from time to time, all acts and things which Servicer deems necessary to protect, preserve or realize upon the Assets and to effect the intent of this Agreement, all as fully and effectively as REO Subsidiary might do;
- (d) for the purpose of delivering any notices of sale to mortgagors or other third parties, including without limitation, those required by law.

REO Subsidiary hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable.

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REO Subsidiary also authorizes Servicer, from time to time, to execute, in connection with any sale, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Assets.

Servicer shall be accountable only for amounts that it actually receives as a result of the exercise of such powers, and neither it nor any of its officers, directors, employees or agents shall be responsible to REO Subsidiary for any act or failure to act hereunder, except for its or their own gross negligence or willful misconduct.

TO INDUCE ANY THIRD PARTY TO ACT HEREUNDER, REO SUBSIDIARY HEREBY AGREES THAT ANY THIRD PARTY RECEIVING A DULY EXECUTED COPY OR FACSIMILE OF THIS INSTRUMENT MAY ACT HEREUNDER, AND THAT REVOCATION OR TERMINATION HEREOF SHALL BE INEFFECTIVE AS TO SUCH THIRD PARTY UNLESS AND UNTIL ACTUAL NOTICE OR KNOWLEDGE OF SUCH REVOCATION OR TERMINATION SHALL HAVE BEEN RECEIVED BY SUCH THIRD PARTY, AND SERVICER ON ITS OWN BEHALF AND ON BEHALF OF SERVICER'S ASSIGNS, HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS ANY SUCH THIRD PARTY FROM AND AGAINST ANY AND ALL CLAIMS THAT MAY ARISE AGAINST SUCH THIRD PARTY BY REASON OF SUCH THIRD PARTY HAVING RELIED ON THE PROVISIONS OF THIS INSTRUMENT.

[REMAINDER OF PAGE INTENTIONALLY BLANK. SIGNATURES FOLLOW.]

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IN WITNESS WHEREOF REO Subsidiary has caused this power of attorney to be executed this 15th day of March, 2016.

> NATIONSTAR REO SUB 1B LLC (REO Subsidiary)

Name: Amar Patel

Title: Senior Vice President

Reviewed for form & content by:

Jennifer Williams Bryan, Esq. 809 Wright's Summit Pkwy, S200 Ft. Wright, KY 41011

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Acknowledgment of Execution by REO Subsidiary (Principal):

STATE OF <u>Texas</u>)	
)	SS.
COUNTY OF Dallas)	

On the 15th day of March, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Amar Patel _, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as <u>Senior Vice President</u> for Nationstar <u>REO Sub 1B LLC</u> and that by his signature on the instrument, the person upon behalf of which the individual acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand affixed my office seal the day and year in this certificate first above written.

Notary Public

My Commission expires





Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
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