

PREPARED BY ~~AND RECORD AND RETURN TO:~~

PHH Mortgage Corporation  
One Mortgage Way  
Mt. Laurel, New Jersey 08054

When Recorded Return To:  
Indecomm Global Services  
2925 Country Drive  
St. Paul, MN 55117

Attn: Michael Danlag, Vice President

79379378

### POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Morgan Stanley Private Bank, National Association, a national banking association (the "Owner"), having its principal place of business at 1221 Avenue of the Americas, New York, New York 10020, hereby constitutes and appoints PHH Mortgage Corporation (the "Subservicer"), a New Jersey corporation, having its principal place of business at One Mortgage Way, Mount Laurel, New Jersey 08054, by and through its Vice Presidents or more senior officers, involved in the performance of activities contemplated by the Subservicing Agreement, its true and lawful Attorney-in-Fact, in its name, place and stead and for its benefit, in connection with all residential mortgage loans serviced by the Subservicer for the Owner pursuant to that certain Flow Subservicing Agreement, dated November 4, 2011 (the "Subservicing Agreement"), between the Owner and the Subservicer, for the purposes of performing all acts and executing all documents in the name of the Owner necessary and incidental to servicing said mortgage loans pursuant to the Subservicing Agreement, including but not limited to:

(1) Executing such deeds and other documents as are necessary to sell or convey real and personal property securing the Mortgage Loans, including, but not limited to, signing deeds to convey real property acquired through foreclosure of a Mortgage Loan;

(2) Executing documents and instruments necessary to release any and all mortgages, security instruments, liens, security interests or related documents with respect to the Mortgage Loans;

(3) Executing documents and instruments necessary to release all obligations under any promissory note or related documents with respect to the Mortgage Loans;

(4) Executing documents and instruments necessary to sign subordination agreements and consent to easements related to the Mortgage Loans;

(5) Modifying or re-recording a Mortgage, where the modification or re-recording is solely for the purpose of correcting the Mortgage to conform it to the intent of the parties thereto or to correct title errors discovered after such title insurance was issued; provided, that (i) the modification or re-recording does not adversely affect the lien of the Mortgage as insured and (ii) otherwise conforms to the provisions of the Subservicing Agreement;

(6) Modifying or amending escrow agreements established for repairs to the Mortgaged Property or reserves for replacement of personal property;

(7) Executing such documents as are necessary to assign the Mortgage Loans;

(8) Endorsing checks and other payment instruments that are payable to the order of the Owner and that have been received by the Subservicer from Mortgagors or any insurer in respect of insurance proceeds related to any Mortgage Loan;

(9) Filing suit and prosecuting legal actions against all parties liable for amounts due under a Mortgage Loan, including, but not limited to, any deficiency amounts due following foreclosure;

(10) Filing any claim or taking any action or proceeding in any court of law or equity for the purpose of collecting any and all such moneys due under any mortgage insurance payable on a Mortgage Loan;

(11) Paying or discharge taxes and liens levied, placed on or threatened against the Mortgage Loans; and

(12) Taking any other action necessary or appropriate to enable the Subservicer to carry out its servicing and administrative duties under the Subservicing Agreement; provided, however, that notwithstanding anything to the contrary herein, the Subservicer shall not (i) other than in connection with the payoff or release of a New York Consolidation, Extension, Modification Agreement, execute endorsements to Mortgage Notes, allonges to Mortgage Notes or any document that assigns a Mortgage Note, (ii) execute lost note affidavits, indemnity agreements, or any document that amends or modifies the terms and provisions of a Mortgage Loan, or (iii) correct or otherwise modify any Mortgage Note.

This Limited Power of Attorney shall be effective as of November 5, 2011 and amends and restates in its entirety the Limited Power of Attorney executed and delivered by Owner that became effective as of November 4, 2011.

The execution and delivery of this Limited Power of Attorney by the Owner shall not be (or be deemed) a waiver or discharge of any representation, warranty, covenant or agreement of the Owner or the Subservicer in or under the Subservicing Agreement (other than a discharge of the obligations of the Owner under the Subservicing Agreement to execute and deliver this Limited Power of Attorney), and such execution and delivery shall not be (or be deemed) a modification or amendment of any provision of the Subservicing Agreement in any respect.

This Limited Power of Attorney may be amended, modified, supplemented or restated only by a written instrument executed by the Owner and the Subservicer. The terms of this Limited Power of Attorney may be waived only by a written instrument executed by the party waiving compliance.



This Limited Power of Attorney shall inure to the benefit of, and be binding upon, the Owner and the Subservicer and their respective successors and assigns; provided, however, that the Subservicer shall not assign any of the rights under this Limited Power of Attorney (except by merger or other operation of law) without the prior written consent of the Owner, and any such purported assignment without such consent shall be void and of no effect.

Nothing contained herein shall (i) limit in any manner any indemnification provided by the Subservicer to the Owner under the Subservicing Agreement, or (ii) be construed to grant the Subservicer the power to initiate or defend any suit, litigation or proceeding in the name of the Owner except as specifically provided for herein. If the Subservicer receives any notice of suit, litigation or proceeding in the name of the Owner, then the Subservicer shall promptly forward a copy of same to the Owner.

This Limited Power of Attorney shall be governed by and construed and enforced in accordance with the laws of the State of New York, without regard to any conflicts of law rules that might apply the Laws of any other jurisdiction.

The Subservicer hereby agrees to indemnify and hold the Owner and its directors, officers, employees and agents harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by reason or result of or in connection with the exercise by the Subservicer of the powers granted to it hereunder. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the Subservicing Agreement or the earlier resignation or removal of the Owner under the Subservicing Agreement.

Until a properly executed revocation of this Limited Power of Attorney is duly executed and delivered, all parties dealing with said attorney-in-fact (individually or collectively) in connection with the above described matters may fully rely upon the power and authority of said attorney-in-fact to act for and on behalf of the undersigned, and in its name, place and stead, and may accept and rely on all documents and agreements entered into by said attorney-in-fact pursuant to the powers listed herein.

As between the Owner and the Subservicer, this Limited Power of Attorney shall be effective as of the date set forth above and shall remain in full force and effect thereafter until a written notice of revocation hereof shall have been executed by the Owner, or upon termination of the Subservicing Agreement. The expiration or revocation of the period of agency hereunder shall in no way affect the validity of any actions of said attorney-in-fact during said period.

Nothing in this Limited Power of Attorney shall be construed to prevent the Owner from acting on its own behalf as the owner of the Mortgage Loans.

Capitalized terms used but not defined in this Limited Power of Attorney shall have the meaning given to such terms in the Subservicing Agreement.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has executed and delivered this Limited Power of Attorney.

Attest:

**Morgan Stanley Private Bank, National Association**

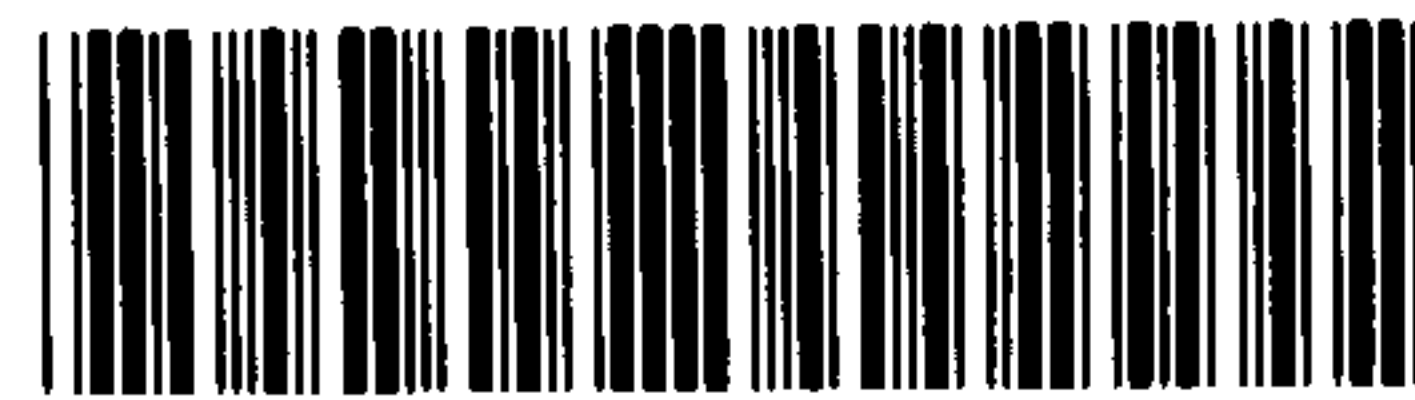
By:

Jeannette McDonnell  
Name: Jeannette McDonnell  
Title: Administrative Assistant

By:

[Signature]  
Name: David Kaniser  
Title: Managing Director

State of New York  
County of Westchester  
) SS.  
)



\*U04735181\*

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On 11/26/12, before me, Marie L. Van Dyne, personally appeared David Kaniser and Jeannette McDonnell, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose names is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her authorized capacity, and that by his or her signature on the instrument the entity, on behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Marie L. Van Dyne  
Notary Public in and for said  
County and State



20140604000168190 4/4 \$23.00  
Shelby Cnty Judge of Probate, AL  
06/04/2014 10:22:52 AM FILED/CERT

[SEAL]

NOTARY PUBLIC  
Shelby County, Alabama  
Commission Expires 04-19-2014

Attest:

[Signature] **Register**