


When Recorded Mail To: I
I
PennyMac Loan Services, LLC I
6101 Condor Dr I
Moorpark, CA 93021 I
Attention: REO Dept I


20140709000207590 1/4 \$23.00
Shelby Cnty Judge of Probate, AL
07/09/2014 11:27:37 AM FILED/CERT

RAM - 15134

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, **PennyMac Corp.**, a corporation organized under the laws of Delaware and having its principal place of business at 6101 Condor Dr, Suite 300, Moorpark, CA 93021, as Owner (hereinafter called "Owner"), hereby appoints **PennyMac Loan Services, LLC** (hereinafter called the "Servicer"), as its true and lawful attorney-in-fact to act in the name, place and stead of Owner solely for the purpose set forth below.

The said attorney-in-fact is hereby authorized and empowered, solely with respect to the Mortgage Loans and REO Properties, as defined in, and subject to the terms of, that certain Flow Servicing Agreement between the Servicer and PennyMac Operating Partnership, L.P., dated as of August 4, 2009 (the "Servicing Agreement"), including Section 4.12 thereof, pursuant to which Servicer services certain Mortgage Loans and REO Properties for Owner there under, as follows:

1. The Substitution of Trustee(s) in Deeds of Trust and/or Deeds to Secure Debt in the name of the undersigned, as Trustee,
2. The Extension and/or Renewal of Financing Statements in the name of the undersigned, as Trustee,
3. The Satisfaction, Assignment and/or Release of Security Instruments and/or Financing Statements in the name of the undersigned, as Trustee, or the issuance of Deeds of Reconveyance upon payment in full and/or discharge of the Notes secured thereby,
4. The Modification and/or Partial Release of Security Instruments, including the subordination of a Security Instrument to an easement in favor of an entity with powers of eminent domain.
5. The Assumption of Security Instruments and the Notes secured thereby,
6. The right to collect, accelerate, initiate suit on and/or foreclose all Loans, and
7. The right to manage, sell, convey or transfer the real and/or personal property specified in the Security Instruments.
8. The endorsement of loss payable drafts or other checks that are necessary to effectuate proper servicing of the loan or repairs to the real property encumbered by the Security Instrument.
9. The registration of loan collateral and real estate owned with municipalities, counties, states, and other governmental entities as required by law, including without limitation, the execution of documents, forms, and other instruments necessary to comply with such law and/or to preserve loan collateral and real estate owned.

10. To the extent permitted by law, the appearance in legal and administrative proceedings, actions, disputes, and matters concerning loan collateral and real estate owned, and the execution of documents necessary to effectuate such appearance, including without limitation, affidavits, pleadings, settlements, agreements, stipulations, and letters of consent.
11. Deeds and other instruments that transfer and/or convey title to Property owned and/or serviced by Servicer;
12. Documents required to transfer ownership, not limited to, purchase agreements, and settlement statements, escrow instructions and/or agreements, tax proration agreements, and other closing statements or documents as are typical in the jurisdiction;
13. Errors and Omissions Correction Agreements; or
14. Such other documents necessary to effectuate escrow or closing of sale and subsequent conveyance.

The undersigned gives to said attorney-in-fact full power and authority to execute such instruments as if the undersigned were personally present, hereby ratifying and confirming all that said attorney-in-fact shall lawfully do or cause to be done by authority hereof. The undersigned also gives to said attorney-in-fact full power and authority to appoint by subsequent power of attorney a subservicer (a "Subservicer") to act in its stead so long as the Trustee is given prior notice of such appointment. The Servicer's attorneys-in-fact shall have no greater authority than that held by the Servicer. The Servicer shall remain liable for any acts taken or omitted by its attorneys-in-fact. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and Agreements or the earlier. 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 Power of Attorney has not been revoked unless an Instrument of Revocation has been recorded.

This Limited Power of Attorney is not intended to extend the powers granted to the Servicer under the Agreements or to allow the Servicers to take any action with respect to Mortgages, Deeds of Trust or Mortgage Notes not authorized by the Agreements.

This limited power of attorney has been executed and is effective as of March 14th, 2014 and the same and any subsequent limited power of attorney given to any Subservicer or attorneys-in-fact shall terminate on the date that is the earlier of (i) three years from the date hereof and (ii) the occurrence of any of the following events or until revoked in writing by the undersigned provided, that so long as none of the following events below have occurred:

- i. the supervision or termination of PennyMac Loan Services, LLC as the Servicer with respect to the Loans serviced under the Agreements,
- ii. the transfer of servicing from PennyMac Loan Services, LLC to another Servicer with respect to the Loans serviced under the Agreements,
- iii. the appointment of a receiver or conservator with respect to the business of the attorney-in-fact or PennyMac Loan Services, LLC, or
- iv. the filing of a voluntary or involuntary petition of bankruptcy by the attorney-in-fact, PennyMac Loan Services, LLC, or any of their creditors.

Notwithstanding the foregoing, the power and the authority given to said attorney-in-fact, Subservicer or the Servicer's attorney-in-fact under this Limited Power of Attorney shall be revoked with respect to the Agreements and the Loans subject thereto upon the occurrence of:

- i. the suspension or termination of PennyMac Loan Services, LLC as the Servicer under the Servicing Agreement; or
- ii. the transfer of servicing under the Agreements from PennyMac Loan Services, LLC to another Servicer.

Nothing contained herein shall be deemed to amend or modify the related Agreements or the respective rights, duties or obligations of PennyMac Loan Services, LLC thereunder, and nothing herein shall constitute a waiver of any rights or remedies thereunder.

If this limited power of attorney is revoked or terminated for any reason whatsoever, a limited power of attorney given by the Servicer to any Subservicer or attorneys-in-fact shall be deemed to be revoked or terminated at the same time.

This Limited Power of Attorney supersedes all prior powers of attorney given by the undersigned to PennyMac Loan Services, LLC for the Loans, and all such powers and the authority granted thereunder are hereby revoked effective as of the date of recording of this Limited Power of Attorney.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, The undersigned gives to PennyMac, as said attorney-in-fact, full power and authority to execute such instruments as if the undersigned were personally present, hereby ratifying and confirming all that said attorney-in-fact shall lawfully do or cause to be done by authority hereof. This Limited Power of Attorney has been executed and is effective as of March 14th, 2014, and the same shall continue in full force and effect until revoked in writing by the undersigned.

Witness: _____

Print Name: Jon Mason, _____

Witness: _____

Print Name: Kelvin Munemitsu _____

PENNYMAC CORP.

By: Mallory Garner

Title: Assistant Secretary

State of California}

County of Ventura}

On March 14th, 2014 before me, Cynthia Hoff, Notary Public, personally appeared Mallory Garner, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the persons(s), or the entity upon behalf of which the persons(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

Name: Cynthia Hoff

