


When Recorded Mail To: I
I
PennyMac Loan Services, LLC I
6101 Condor Drive, Suite 200 I
Moorpark, CA 93021 I
Attention: REO Dept – Jon Mason I


20140919000295380 1/2 \$19.00
Shelby Cnty Judge of Probate: AL
09/19/2014 02:52:04 PM FILED/CERT

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, **PennyMac Holdings, LLC**, formerly known as PennyMac Mortgage Investment Trust Holdings I, LLC, and formerly doing business in certain states as PennyMac Mortgage Investment Holdings I, LLC and PNMAC Mortgage Investment Holdings I, LLC, a Delaware limited liability company, having its principal place of business at 6101 Condor Drive, Suite 310, Moorpark, California 93021, as Owner (hereinafter called "Owner") hereby appoints **PennyMac Loan Services, LLC** (hereinafter called "PennyMac"), as its true and lawful attorney in fact to act in the name, place and stead of Owner solely for the purposes set forth below.

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

1. To execute, acknowledge, seal and deliver deed of trust/mortgage note endorsements, lost note affidavits, assignments of deed of trust/mortgage and other recorded documents, satisfactions/releases/reconveyances of deed of trust/mortgage, subordinations and modifications, tax authority notifications and declarations, deeds, bills of sale, and other instruments of sale, conveyance, and transfer, appropriately completed, with all ordinary or necessary endorsements, acknowledgments, affidavits, and supporting documents as may be necessary or appropriate to effect its execution, delivery, conveyance, recordation or filing.

2. To execute and deliver insurance filings and claims, affidavits of debt, substitutions of trustee, substitutions of counsel, non military affidavits, notices of rescission, foreclosure deeds, transfer tax affidavits, affidavits of merit, verifications of complaints, notices to quit, bankruptcy declarations for the purpose of filing motions to lift stays, and other documents or notice filings on behalf of Owner in connection with insurance, foreclosure, bankruptcy and eviction actions.

3. To endorse any checks or other instruments received by PennyMac and made payable to Owner.

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4. To pursue any deficiency, debt or other obligation, secured or unsecured, including but not limited to those arising from foreclosure or other sale, promissory note or check. This power also authorizes PennyMac to collect, negotiate or otherwise settle any deficiency claim, including interest and attorney's fees.

5. To negotiate, prepare and execute repayment plans, forbearance agreements, loan modification agreements, short sale agreements, deeds in lieu of foreclosure, and any other loss mitigation programs and related documentation.

6. To do any other act or complete any other document that arises in the normal course of servicing of all Loans and Acquired Collateral, as defined in, and subject to the terms of the Servicing Agreement.

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 this 10th day of December, 2013, and the same shall continue in full force and effect until revoked in writing by the undersigned.

**PENNYMAC HOLDINGS, LLC,
FORMERLY KNOWN AS PENNYMAC
MORTGAGE INVESTMENT TRUST
HOLDINGS I, LLC**

Witness:

Print Name: Amy Bernardino

Witness:

Print Name: Carla Matthews

By: Mallory J. Garner

Title: Assistant Secretary

State of California }

County of Ventura }

On December 10, 2013, 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)

