

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that PennyMac Loan Services, LLC (the "Company"), having a place of business at 6101 Condor Drive, Moorpark, California 93021, does hereby constitute and appoint Nationstar Mortgage LLC, a Delaware limited liability company ("Nationstar"), having an office at 350 Highland Drive, Lewisville, Texas 75067, by and through its officers, its true and lawful Attorney-in-Fact, in its name, place and stead and for its benefit, in connection with mortgage loans serviced by Nationstar pursuant to Pooling and Servicing Agreement dated as of July 30, 2009, by and among Third Street Funding LLC, as depositor, Wells Fargo Bank, N.A., as master servicer and as securities administrator, Nationstar, as successor servicer to the Company (the "Servicer"), MorEquity, Inc., as interim subservicer, Select Portfolio Servicing, Inc., as back-up servicer, U.S. Bank National Association, as trustee, and The Bank of New York Mellon Trust Company, N.A., as custodian. (the "Servicing Agreement") for the purpose of performing all acts and executing all documents in the name of the Company necessary and incidental to the servicing of said loans in compliance with the terms of the Servicing Agreement and applicable law, including but not limited to:

1. Foreclosing delinquent loans or discontinuing such foreclosure proceedings, including, but not limited to, the execution of notices of default, notices of sale, assignments of bids, and assignments of deficiency judgments, and appearing in the prosecuting bankruptcy proceedings;
2. Selling, transferring or otherwise disposing of real property acquired through foreclosure or otherwise, including, but not limited to, executing all contracts, agreements, deeds, assignments or other instruments necessary to effect such sale, transfer or disposition, and receiving proceeds and endorsing checks made payable to the order of the Company from such proceedings;
3. Preparing, executing, and delivering satisfactions, cancellations, discharges, lost note instruments, or full or partial releases of lien, subordination agreements, modification agreements, assumption agreements, substitutions of trustees under deeds of trust, and UCC-3 Continuation Statements;
4. Endorsing promissory notes and executing assignments of mortgages, deeds of trust, deeds to secure debt, and other security instruments securing said promissory notes in connection with loans for which Nationstar has received full payment of all outstanding amounts due on behalf of the Company;
5. Endorsing insurance proceeds checks and mortgage payment checks to the order of the Company; and
6. Any and all such other acts of any kind and nature whatsoever that are necessary and prudent to service the loans, including, without limitation, delegating the authority granted herein to necessary third parties, including but not limited to law firms or Trust Companies and each of their officers, directors, employees, agents and assigns.

The Company further grants to Nationstar full power and authority to do and perform all acts necessary for Nationstar to carry into effect the power or powers granted by or under this Limited Power of Attorney as fully as the Company might or could do with the same validity as if all and every such act had been herein particularly stated, expressed and especially provided for, and hereby ratifies and confirms all that Nationstar shall do, in compliance with the terms of the Servicing Agreement and applicable law, by virtue of the powers and authority granted and contemplated hereby. This Limited Power of Attorney shall be in full force and effect until revoked or terminated by the Company.

Third parties without actual notice may rely upon the exercise of the power granted under this Limited Power of Attorney, and may be satisfied that this Limited Power of Attorney has not been revoked by the Company.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Seller has executed this Limited Power of Attorney this 29th day of May, 2014

PENNYMAC LOAN SERVICES,
LLC

By: Donald P. Brewster
Title: Assistant Secretary

Witness: Carol Queen
Name: Carol Queen
Title: _____

Witness: MAH Stearns
Name: MAH Stearns
Title: _____

STATE OF CALIFORNIA

COUNTY OF Ventura

On May 29, 2014 before me, Khue Karen Tran, Notary Public,
personally appeared Donald Brewster, 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 person(s), or the entity upon behalf of which the person(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 [Signature] (Seal)
Place Notary Seal Above



NATIONSTAR MORTGAGE LLC
as Servicer

By

Name: Jennifer Kinsey

Title: Assistant Secretary

Witness:

Name: Gabriel Gurrola

Witness:

Name: Kerri Weinmaster

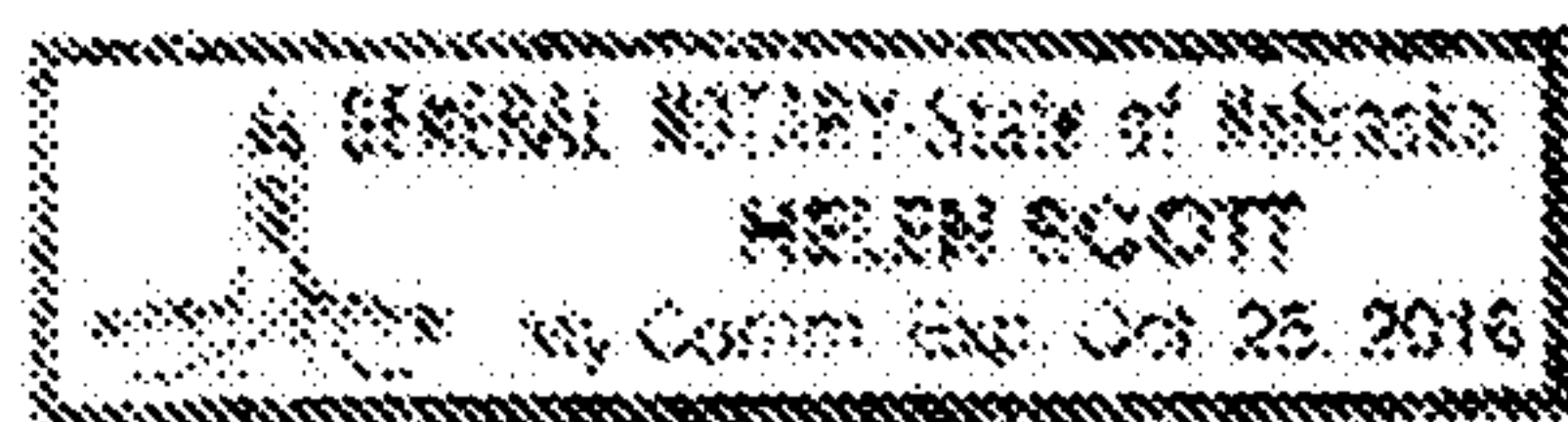
ACKNOWLEDGEMENT

STATE OF NEBRASKA

COUNTY OF SCOTTS BLUFF

On June 10, 2014, before me a Notary Public in and for said State, personally appeared **Jennifer Kinsey**, known to me to be a **Assistant Secretary of Nationstar Mortgage LLC** that executed the within instrument, and also known to me to be the person who executed said instrument on behalf of such corporation and acknowledged to me that such limited liability company executed the within instrument.

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



Helen Scott

NOTARY PUBLIC

My Commission expires: Oct. 25, 2016



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
11/26/2014 10:36:36 AM
\$23.00 CHERRY
20141126000372480

[Signature]