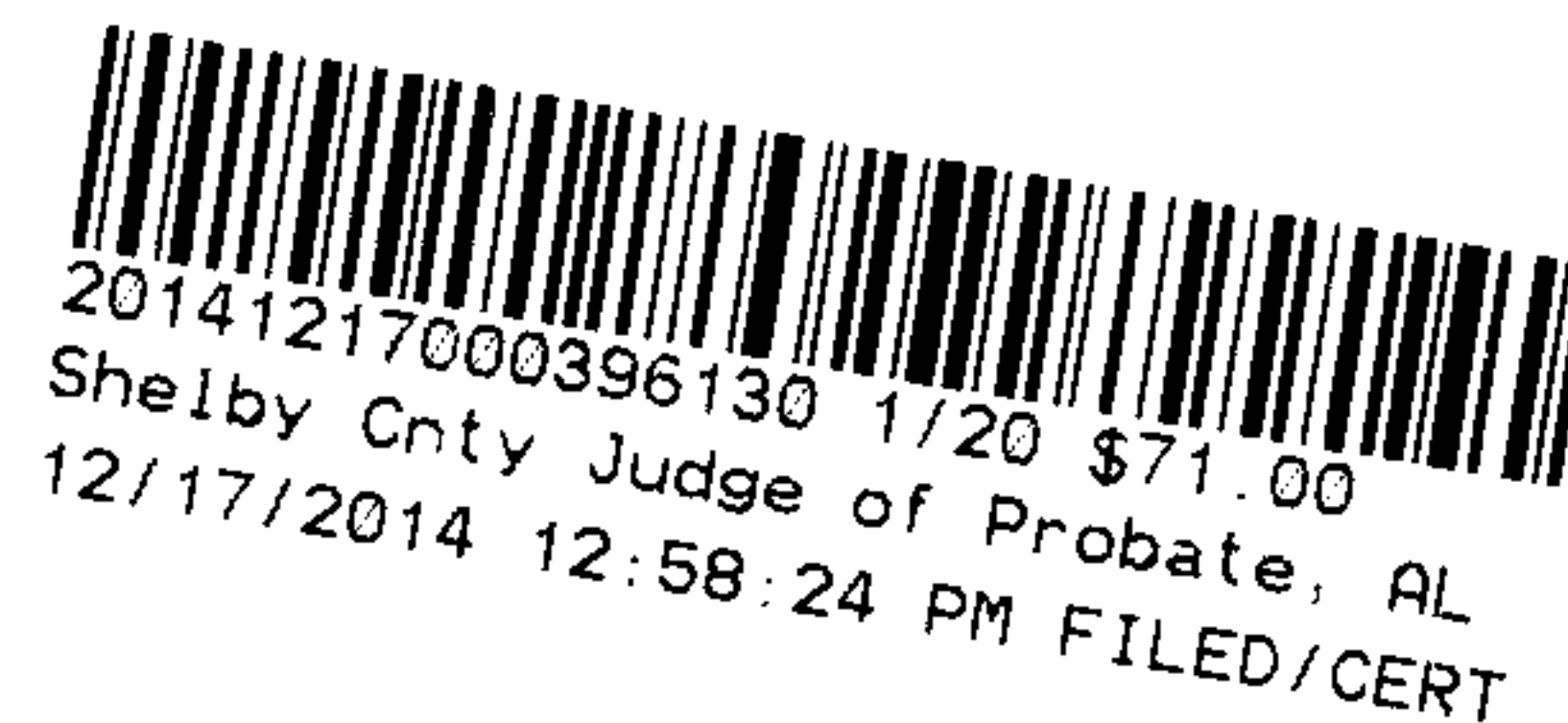


Prepared by and Return To:
Misty Sharp
Green Tree Servicing LLC
FW SM
7360 S. Kyrene Road
Mail Stop T330
Tempe, AZ 85283
(888)315-8733



ASSIGNMENT OF MORTGAGE

Account #: **66030979**
PIN #: **09-1-11-0-000-001.009**

FOR VALUE RECEIVED, the undersigned holder of a Mortgage (herein "Assignor") whose address is **c/o 7360 S. Kyrene Rd., Tempe, AZ 85283**, does hereby grant, sell, assign, transfer and convey, unto **U.S. Bank, N.A., as trustee for Mid-State Trust VII**, whose address is **c/o 7360 S. Kyrene Rd., T-314 Tempe, AZ 85283** its successor and assigns, all its right, title and interest in and to a certain Mortgage described below, and obligations therein described, the money due and to become due thereon with interest, and all rights accrued or to accrue under such Mortgage.

Executor:	Kenneth E. Whitfield Jr. (M)
Date Executed:	04/14/1997
Amount:	\$113,352.00
Recorded Date:	05/05/1997
Book/Page/Document Number:	Instrument No. 1997-13956
County:	Shelby
State:	AL

This Mortgage was executed and recorded to correct an error appearing in that certain unrecorded Mortgage originally executed between the parties hereto on 03/28/1997.

TO HAVE AND TO HOLD the same unto Assignee, its successor and assigns, forever, subject only to the terms and conditions of the above-described Mortgage.

IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Mortgage on DEC 10 2014.

Wachovia Bank National Association, formerly known as First Union National Bank, as Indenture Trustee by its Attorney-in-Fact Green Tree Servicing LLC, Successor by Merger with Walter Mortgage Company, LLC fka Walter Mortgage Company, Successor by Merger with Mid-State Homes, Inc.

Reginald Micou
Witness: Reginald Micou

BY: Edward Born
Name: Edward Born
Title: Assistant Vice President

Maggie Brown
Witness: Maggie Brown

State of ARIZONA

County of MARICOPA

On DEC 10 2014, before me, the undersigned, personally appeared Edward Born, Assistant Vice President for **Green Tree Servicing LLC, Successor by Merger with Walter Mortgage Company, LLC fka Walter Mortgage Company, Successor by Merger with Mid-State Homes, Inc. as Attorney-in-Fact for Wachovia Bank National Association, formerly known as First Union National Bank, as Indenture Trustee** personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument and that such individual made such appearance before the undersigned in the City of **Tempe**, State of **Arizona**.

Justin Smythe-Ellsworth
Notary Public

20141217000396130 2/20 \$71.00
Shelby Cnty Judge of Probate, AL
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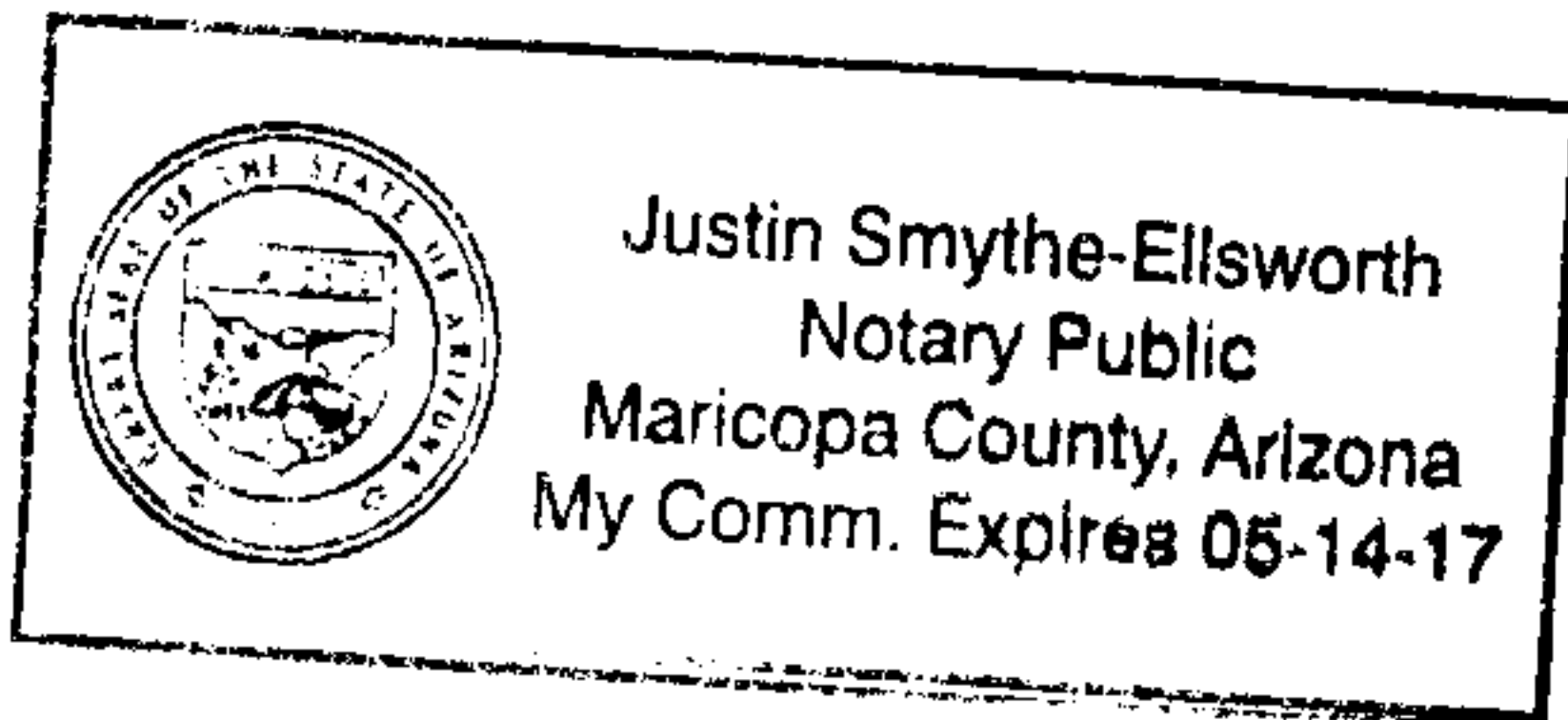



EXHIBIT "A"

LOT 1 IN WHITFIELD ESTATES AS RECORDED IN MAP BOOK 22, PAGE 69 OF THE OFFICE OF THE
JUDGE OF PROBATE SHELBY COUNTY, ALABAMA.


20141217000396130 3/20 \$71.00
Shelby Cnty Judge of Probate, AL
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Account Number: **66030979**

Assignment of Mortgage
Page | 3

INSTR # 99044285
OR BK 09480 PG 0409
RECORDED 02/15/99 03:02 PM
RICHARD AKE CLERK OF COURT
HILLBOROUGH COUNTY
DEPUTY CLERK S Spencer

PREPARED BY AND RETURN TO:
JEFFREY P. THOFNER, ESQUIRE
P. O. BOX 31601
TAMPA, FLORIDA 33631-3601

POWER OF ATTORNEY

WHEREAS, First Union National Bank ("First Union") under and pursuant to that certain Indenture dated as of December 10, 1998 between Mid-State Trust VII, as Issuer, and First Union National Bank, as Indenture Trustee; and

WHEREAS, First Union desires to grant a power of attorney to Mid-State Homes, Inc. and Jim Walter Homes, Inc., upon the terms and conditions set forth herein;

NOW, THEREFORE, First Union, as Indenture Trustee, hereby constitutes and appoints Mid-State Homes, Inc. (the "Servicer" under the said Indenture), and/or Jim Walter Homes, Inc. (the "Sub-Servicer" under the said Indenture), both Servicer and Sub-Servicer located at 1500 North Dale Mabry Highway, Tampa, Florida 33607, its true and lawful attorney in fact and agent, to execute, acknowledge, verify, swear to, deliver, record, and file, in the name, place, and stead of First Union as Indenture Trustee, all instruments, documents and certificates which may from time to time be required in connection with the Servicing Agreement, dated as of December 10, 1998, among the Servicer, Mid-State Trust VII ("Mid-State"), and First Union National Bank, as Indenture Trustee (the "Servicing Agreement"), or the Sub-Servicing Agreement between the Servicer and the Sub-Servicer, including without limitation, to execute any documents required to be executed or recorded by First Union, as Indenture Trustee under the Indenture, pursuant to Section 2.01 of the Servicing Agreement or Section 3.13 of the Indenture. By acceptance of this Power of Attorney, Servicer and Sub-Servicer represent that they have full power and authority to act as attorney-in-fact under this Power of Attorney.

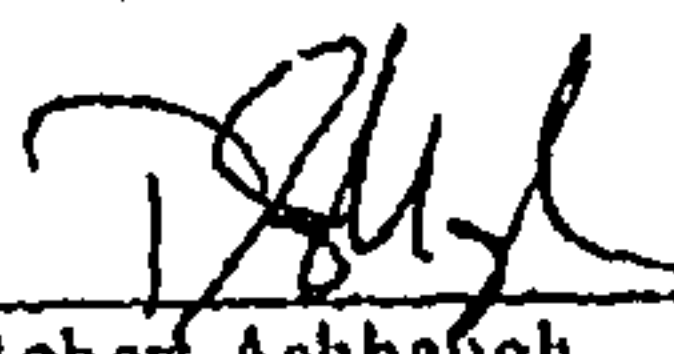
Notwithstanding anything herein to the contrary, First Union, Indenture Trustee, may terminate this Power of Attorney at any time by recording in the office where this Power of Attorney is recorded an instrument signed by First Union, Indenture Trustee, which terminates this Power of Attorney.

(Corporate Seal)

FIRST UNION NATIONAL BANK, as
Indenture Trustee

Witness: Jeffrey P. Thofner

Witness: Vivian Hutcheson

By: 
Name: Robert Ashbaugh
Title: Vice President

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OR BK 09480 PG 0410


STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 15th day of January, 1999, by Robert Ashbaugh, Vice President of First Union National Bank, a national banking association, on behalf of the association, as Indenture Trustee, under an Indenture dated as of December 10, 1998 between Mid-State Trust VII and First Union National Bank, and under a Servicing Agreement dated as of December 10, 1998, among Mid-State Trust VII and Mid-State Homes, Inc., and First Union National Bank, as Indenture Trustee, party to the within and foregoing instruments, known to me personally to be such and the person who executed the foregoing instrument on behalf of such association and did not take an oath.


Notary Public: Carol Harmon
My Commission Expires: 8/19/2002




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Comptroller of the Currency
Administrator of National Banks

Large Bank Licensing, MS 7-13
250 E Street, S.W.
Washington, DC 20219

April 1, 2002

OCC Control Nr. 2002-ML-02-0001

Ms. Courtney D. Allison
Assistant General Counsel
Legal Division
Wachovia Corporation
301 South College Street (NC0630)
Charlotte, North Carolina 28288-0630

Dear Ms. Allison:

This letter is the official certification of the Comptroller of the Currency (OCC) of the merger of Wachovia Bank, National Association, Winston-Salem, North Carolina, Charter Nr. 1559, into and under the charter of First Union National Bank, Charlotte, North Carolina, Charter Nr. 1 with the resulting title of Wachovia Bank, National Association and headquarters at Charlotte, North Carolina, effective April 1, 2002.

This letter is also the official authorization given to Wachovia Bank, N.A., Charter Nr. 1 (formerly First Union National Bank), to operate the former head office of Wachovia Bank, N.A., Charter Nr. 1559 as a branch at the following site:

Title	:	Downtown Winston-Salem Branch
Certificate Nr.	:	122534A
Address	:	100 North Main Street Winston-Salem, North Carolina 27150

Branch authorizations previously granted to Wachovia Bank, N.A., Charter Nr. 1559, automatically convey to Wachovia Bank, N.A., Charter Nr. 1 (formerly First Union National Bank), the resulting bank, and will not be reissued. Please furnish a copy of this certificate to personnel responsible for branch administration.



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Certification of Merger
First Union National Bank/Wachovia Bank, N.A.
Page 2 of 2

The OCC also authorizes the resulting bank, should the merger occur between Call Report dates, to recalculate its legal lending limit. The new lending limit should be calculated by using data from the last Call Report of the individual banks filed prior to consummating the consolidation, as adjusted for the combination. The resulting bank will then file a new Call Report and begin calculating its legal lending limit according to 12 C.F.R. 32.4(a) at the end of the quarter following consummation of the consolidation.

In the event of questions, I may be contacted at (202) 874-5060 or by e-mail at:
largebanks@occ.treas.gov.

Sincerely,



Richard T. Erb
Licensing Manager

2002-ML-02-0001



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Delaware

PAGE 1

The First State

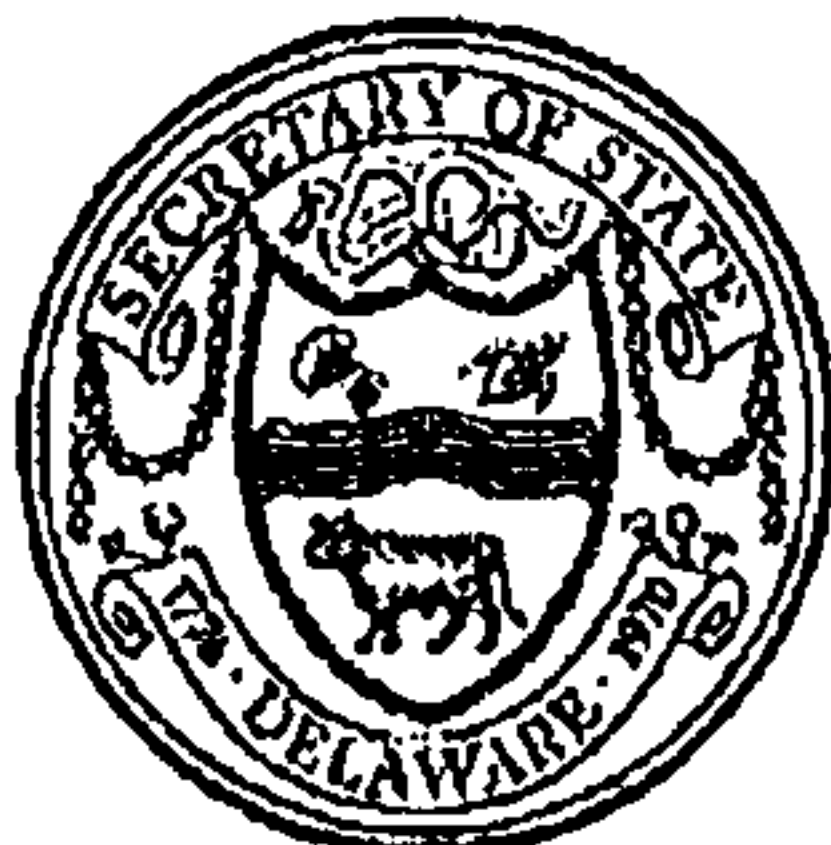
I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"WALTER MORTGAGE COMPANY, LLC", A DELAWARE LIMITED LIABILITY COMPANY,

WITH AND INTO "GREEN TREE SERVICING LLC" UNDER THE NAME OF "GREEN TREE SERVICING LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE NINETEENTH DAY OF DECEMBER, A.D. 2011, AT 2:15 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE FIRST DAY OF JANUARY, A.D. 2012.


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Shelby Cnty Judge of Probate, AL
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111309170

You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 9248017

DATE: 12-21-11

State of Delaware
Secretary of State
Division of Corporations
Delivered 02:47 PM 12/19/2011
FILED 02:15 PM 12/19/2011
SRV 111309170 - 2458190 FILE

**STATE OF DELAWARE
CERTIFICATE OF MERGER OF
DOMESTIC LIMITED LIABILITY COMPANIES**

Pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Act, the undersigned limited liability company executed the following Certificate of Merger:

FIRST: The name of the surviving limited liability company is

Green Tree Servicing LLC

and the name of the limited liability company being merged into this surviving limited liability company is Waller Mortgage Company, LLC.

SECOND: The Agreement of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent limited liability companies.

THIRD: The name of the surviving limited liability company is

Green Tree Servicing LLC

FOURTH: The merger is to become effective on 01/01/2012.

FIFTH: The Agreement of Merger is on file at 345 St. Peter Street, St. Paul, MN 55102

the place of business of the surviving limited liability company.

SIXTH: A copy of the Agreement of Merger will be furnished by the surviving limited liability company on request, without cost, to any member of the constituent limited liability companies.

IN WITNESS WHEREOF, said surviving limited liability company has caused this certificate to be signed by an authorized person, the 16th day of December, A.D., 2011.

By: [Signature]

Authorized Person

Name: Jeanella M. Brown

Print or Type

Title: Secretary

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:01 AM 07/02/2007
FILED 10:51 AM 07/02/2007
SRV 070772319 - 3387796 FILE

STATE OF DELAWARE
CERTIFICATE OF MERGER OF
FOREIGN CORPORATION INTO
A DOMESTIC CORPORATION

Pursuant to Title 8, Section 252 of the Delaware General Corporation Law, the undersigned corporation executed the following Certificate of Merger:

FIRST: The name of the surviving corporation is Walter Mortgage Company, a Delaware corporation, and the name of the corporation being merged into this surviving corporation is Mid-State Homes, Inc., a Florida corporation.

SECOND: The Agreement of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations pursuant to Title 8 Section 252 of the General Corporation Law of the State of Delaware.

THIRD: The name of the surviving corporation is Walter Mortgage Company, a Delaware corporation.

FOURTH: The Certificate of Incorporation of the surviving corporation shall be its Certificate of Incorporation except that Article 4 as set forth in the Agreement and Plan of Merger attached as Exhibit A hereto addresses the manner and basis of converting shares and increases the number of authorized shares of Walter Mortgage Company to 12,000 shares Common Stock, par value \$.01 each.

FIFTH: The authorized stock and par value of the non-Delaware corporation is 10,000 shares Common Stock, par value \$100 each.

SIXTH: The merger is to become effective on July 2, 2007, 5 p.m. Eastern Time.

SEVENTH: The Agreement of Merger is on file at Walter Mortgage Company, 4211 W. Boy Scout Boulevard, Tampa, Florida 33607, an office of the surviving corporation.

EIGHTH: A copy of the Agreement of Merger will be furnished by the surviving corporation on request, without cost, to any stockholder of the constituent corporations.

IN WITNESS WHEREOF, said surviving corporation has caused this certificate to be signed by an authorized officer, the 29th day of June, A.D., 2007.

By: Joseph H. Kelly, Jr.
Authorized Officer

Name: Joseph H. Kelly, Jr.
Print or Type

Title: Executive Vice President - Operations




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Shelby Cnty Judge of Probate, AL
12/17/2014 12:58:24 PM FILED/CERT

EXHIBIT A

Agreement and Plan of Merger


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**AGREEMENT AND PLAN OF MERGER
OF**

**MID-STATE HOMES, INC.
(a Florida corporation)**

WITH AND INTO

**WALTER MORTGAGE COMPANY
(a Delaware corporation)**

This Agreement and Plan of Merger ("Agreement"), effective as of July 2, 2007, 5 p.m. Eastern Time describes the merger ("Merger") of Mid-State Homes, Inc., a Florida corporation ("Merging Corporation"), with and into Walter Mortgage Company, a Delaware corporation ("Surviving Corporation"). The Merging Corporation and the Surviving Corporation are sometimes collectively referred to herein as the "Constituent Corporations."

PREAMBLE

The Merging Corporation and the Surviving Corporation desire to effect a merger (the "Merger") of the Merging Corporation with and into the Surviving Corporation as provided in this Agreement. The Board of Directors and Shareholders of each of the Merging Corporation and the Surviving Corporation have approved and adopted this Agreement. This Agreement sets forth a plan of merger pursuant to the provisions of the Florida Business Corporation Act ("FBCA") and the Delaware General Corporation Law ("DGCL").

SECTION 1. AMENDMENT TO CERTIFICATE OF INCORPORATION OF SURVIVING CORPORATION.

Pursuant to the Merger, the Fourth Article of the certificate of incorporation of the Surviving Corporation shall be amended at the Effective Time to read as follows:

"FOURTH: The total number of shares of stock which the corporation shall have authority to issue is Twelve Thousand (12,000) shares of common stock, with a par value of no dollars and one cent (\$0.01) per share."

SECTION 2. TERMS AND CONDITIONS OF MERGER AND MODE OF CARRYING MERGER INTO EFFECT.

(a) At the Effective Time (as defined in Section 6 of this Agreement) of the Merger, the Merging Corporation shall merge into the Surviving Corporation.

(b) Pursuant to the Merger, the certificate of incorporation of the Surviving Corporation in effect at the Effective Time shall continue to be the certificate of incorporation of the Surviving Corporation until otherwise amended or repealed in accordance with applicable law.



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Shelby Cnty Judge of Probate, AL
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(c) Pursuant to the Merger, the bylaws of the Surviving Corporation in effect immediately prior to the Effective Time shall continue to be the bylaws of the Surviving Corporation until otherwise amended or repealed in accordance with applicable law.

(d) Pursuant to the Merger, the persons serving as directors and officers of the Surviving Corporation immediately prior to the Effective Time shall be the directors and officers, respectively, of the Surviving Corporation and will hold office from the Effective Time until their respective successors are duly elected or appointed and qualify in the manner provided in the articles of incorporation and bylaws of the Surviving Corporation, or as otherwise provided by law.

(e) The established offices and facilities of the Surviving Corporation immediately prior to the Effective Time shall be the established offices and facilities of the Surviving Corporation after the Effective Time. At and after the Effective Time, the separate corporate existence of the Merging Corporation shall cease.

(f) All assets and property (including, without limitation, real, personal, and mixed, tangible and intangible, choses in action, rights and credits) then owned by each of the Constituent Corporations, or which would inure to the benefit of either of such Constituent Corporations, shall immediately, by operation of law and without any conveyance, transfer or further action, become the assets and property of the Surviving Corporation. The Surviving Corporation shall be deemed to be a continuation of the entity of each of the Constituent Corporations and shall succeed to the rights and obligations of each respective Constituent Corporation, and to the duties and liabilities connected therewith.

(g) All rights of creditors and all liens upon the property of either of the Constituent Corporations shall be preserved unimpaired by the Merger, and all debts, liabilities, obligations and duties of either of the Constituent Corporations shall, at the Effective Time, become the responsibility and liability of the Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities, obligations, and duties had been incurred or contracted by it. All corporate acts, policies, arrangements, approvals, and authorizations of the Merging Corporation, its shareholders, board of directors, officers and agents which were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as the corporate acts, policies, arrangements, approvals, and authorizations of the Surviving Corporation and shall be as effective and binding thereon as the same were with respect to the Merging Corporation.

(h) In addition to the foregoing effects set forth in subsections (e) and (f) of this Section 2, the Merger shall have the effects set forth in Section 607.1101 of the FBCA and Section 252 of the DGCL.

SECTION 3. CAPITALIZATION.

(a) As of the date of this Agreement (i) the authorized capital stock of the Merging Corporation consists of 10,000 shares of common stock, \$100.00 par value per share ("Merging Corporation Common Shares"), of which 10,000 shares are issued and outstanding, and (ii) there are no outstanding warrants, options, conversion privileges, preemptive rights, or other rights or agreements to purchase or otherwise acquire or issue any Merging Corporation Common Shares.

(b) As of the date of this Agreement (i) the authorized capital stock of the Surviving Corporation consists of 2,000 shares of common stock, \$0.01 par value per share ("Surviving

Corporation Common Shares"), of which 2,000 shares are issued and outstanding, and (ii) there are no outstanding warrants, options, conversion privileges, preemptive rights, or other rights or agreements to purchase or otherwise acquire or issue any Surviving Corporation Common Shares.

SECTION 4. MANNER AND BASIS OF CONVERTING SHARES OF THE MERGING CORPORATION INTO SHARES OF THE SURVIVING CORPORATION.

(a) The Merging Corporation Common Shares held by the shareholders of the Merging Corporation that are issued and outstanding at the Effective Time shall be cancelled and extinguished and shall cease to be outstanding and the shareholders shall receive no interest, cash, or other consideration in exchange for the Merging Corporation Common Shares.

(b) At the Effective Time, each of the Surviving Corporation Common Shares that are issued and outstanding immediately prior to the Effective Time (the "Old Shares") shall be virtue of the Merger and without any additional action on the part of the holders or issuer thereof, be converted into six shares each, (for a resulting total number of shares being 12,000 shares of common stock, \$0.01 par value per share) validly issued, fully paid and nonassessable Surviving Corporation Common Shares (the "New Shares"). The Surviving Corporation shall issue certificates representing the New Shares to the sole shareholder of the Surviving Corporation, upon surrender of the certificate(s) for the Old Shares, as of immediately prior to the Effective Time.

SECTION 5. CONDITIONS.

Effectuation of the Merger and the other transactions herein provided is conditioned on the following:

(a) The Merger shall have received approval of the shareholders of each of the Merging Corporation and the Surviving Corporation in the manner required by the FBCA, the DGCL, and the respective articles of incorporation and bylaws of the Constituent Corporations.

(b) Receipt of all consents, orders, and approvals and satisfaction of all other requirements prescribed by law which are necessary for the consummation of the Merger.

SECTION 6. FILING; EFFECTIVE TIME.

If all of the conditions to the Merger set forth in Section 4 of this Agreement shall have been fulfilled in accordance herewith and this Agreement shall not have been terminated as provided in Section 7 of this Agreement, the Surviving Corporation and the Merging Corporations shall cause articles of merger ("Articles of Merger") meeting the requirements of the FBCA and the DCGL to be properly executed and filed with the Department of State of the State of Florida and with the Secretary of State of the State of Delaware. The Merger shall become effective on such date and time as is agreed upon by the Surviving Corporation and the Merging Corporations and specified in the Articles of Merger (the "Effective Time"). In no event shall the Effective Time be a date later than that permitted by the FBCA or the DGCL.

SECTION 7. FURTHER ASSURANCES.

Prior to the Effective Time, each of the Constituent Corporations shall take all such actions as shall be necessary or appropriate in order to effectuate the Merger. In case at any time after the



Effective Time the Surviving Corporation shall determine that any further conveyance, assignment, or other documents or any further action is necessary or desirable to vest in or confirm to the Surviving Corporation full title to all the properties, assets, rights, privileges, and franchises of the Merging Corporations, the officers of the Surviving Corporation, in the name and on behalf of each of the Constituent Corporations, shall be authorized to execute and deliver all such instruments and take all such action in the name and on behalf of each of the Constituent Corporations as may be necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of all such properties, assets, rights, privileges, and franchises, and otherwise to carry out the purposes of this Agreement.

SECTION 8. TERMINATION AND AMENDMENT.

(a) At any time prior to the Effective Time, this Agreement may be terminated by the mutual consent of the board of directors of the Merging Corporation and the board of directors of the Surviving Corporation, whether before or after the approval of this Agreement by the shareholders of the Constituent Corporations. In the event this Agreement is so terminated, it shall be of no further force or effect and there shall be no liability by reason of this Agreement or its termination on the party of either of the Constituent Corporations or of their respective directors, officers, employees, or agents.

(b) This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and may be amended only by a writing executed by both parties. The Constituent Corporations may, by written agreement between them, amend, modify, or supplement this Agreement at any time prior to the Effective Time, provided that no amendment shall be made after the approval of this Agreement by the shareholders of the Merging Corporation or the Surviving Corporation, which changes the terms of this Agreement in a way which is materially adverse to the shareholders of the Constituent Corporations unless such amendment is approved by such shareholders.

SECTION 9. CONSTRUCTION OF TERMS. All provisions and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of such person or persons shall require.

SECTION 10. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Florida and the laws of the State of Delaware.

SECTION 11. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all such counterparts shall together constitute but one and the same instrument.

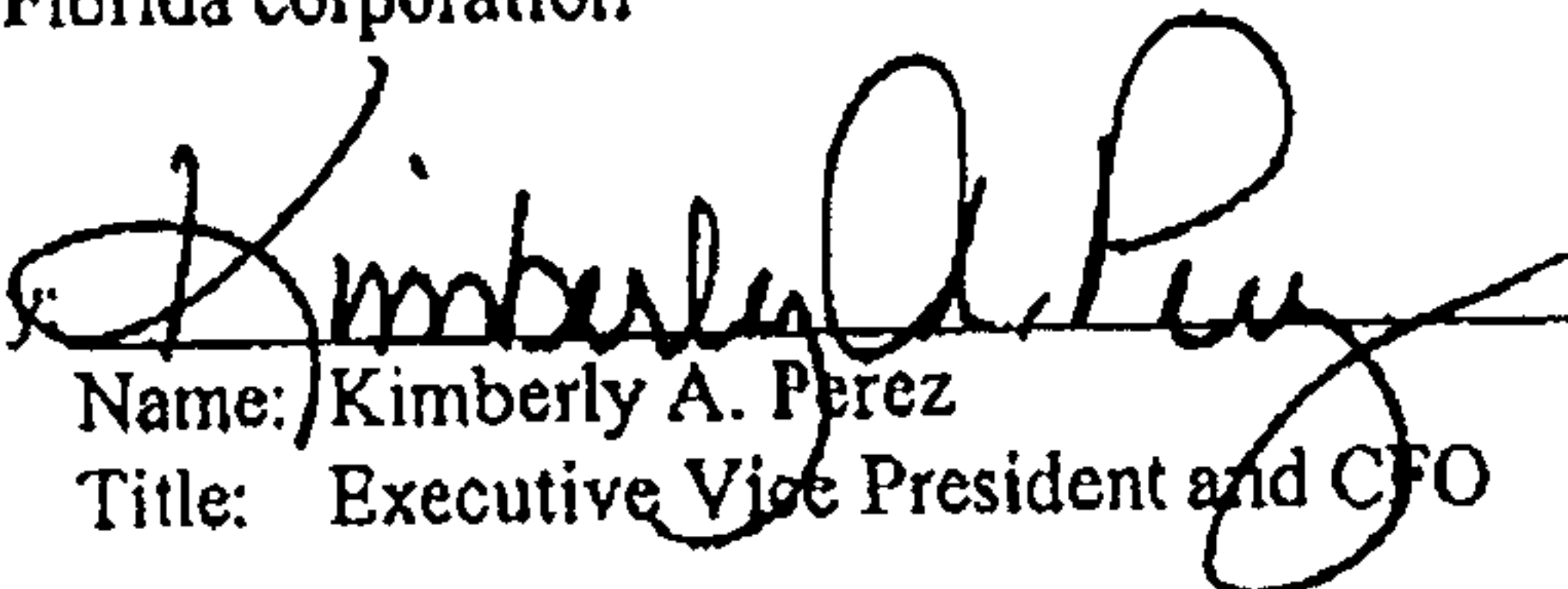
[Signatures on the Following Page]




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Shelby Cnty Judge of Probate, AL
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IN WITNESS WHEREOF, the undersigned authorized representatives of the Constituent Corporations have caused this Agreement and Plan of Merger to be executed this 29th day of June 2007.

MID-STATE HOMES, INC.,
a Florida corporation

By: 
Name: Kimberly A. Perez
Title: Executive Vice President and CFO

WALTER MORTGAGE COMPANY,
a Delaware corporation

By: 
Name: Joseph H. Kelly, Jr.
Title: Executive Vice President- Operations



20141217000396130 16/20 \$71.00
Shelby Cnty Judge of Probate: AL
12/17/2014 12:58:24 PM FILED/CERT

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:20 PM 12/30/2008
FILED 10:20 PM 12/30/2008
SRV 081241702 - 3387796 FILE

**STATE OF DELAWARE
CERTIFICATE OF CONVERSION
FROM A DOMESTIC CORPORATION TO A
DOMESTIC LIMITED LIABILITY COMPANY
PURSUANT TO SECTION 266 OF THE GENERAL
CORPORATION LAW OF THE STATE OF
DELAWARE AND SECTION 18-214 OF THE
DELAWARE LIMITED LIABILITY COMPANY ACT**


This Certificate of Conversion (this "Certificate") of Walter Mortgage Company (the "Corporation"), dated December ~~30~~ 2008, is being duly executed and filed by the undersigned, as an authorized person, to convert the Corporation to a Delaware limited liability company pursuant to Section 266 of the General Corporation Law of the State of Delaware and Section 18-214 of the Delaware Limited Liability Company Act.


1. The jurisdiction in which the Corporation was first incorporated is Delaware.
2. The jurisdiction of the Corporation immediately prior to filing this Certificate is Delaware.
3. The date on which the Corporation was first incorporated is May 3, 2001.
4. The name of the Corporation immediately prior to filing this Certificate is Walter Mortgage Company.
5. The name of the limited liability company as set forth in the Certificate of Formation, and into which the Corporation is herein being converted, is Walter Mortgage Company, LLC.
6. The effective date and time of this Certificate shall be January 1, 2009 at 8:00 a.m. Eastern Time.
7. The conversion has been approved in accordance with the provisions of Section 266 of the General Corporation Law of the State of Delaware and Section 18-214 of the Delaware Limited Liability Company Act.



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IN WITNESS WHEREOF, the undersigned, as an authorized person, has
executed this Certificate on the date and year first above written.

By: 
Name: Mark J. O'Brien
An Authorized Person


20141217000396130 18/20 \$71.00
Shelby Cnty Judge of Probate, AL
12/17/2014 12:58:24 PM FILED/CERT

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:20 PM 12/30/2008
FILED 10:20 PM 12/30/2008
SRV 081241702 - 3387796 FILE

CERTIFICATE OF FORMATION

OF

WALTER MORTGAGE COMPANY, LLC

This Certificate of Formation of Walter Mortgage Company, LLC (the "Company"), dated as of December 30, 2008, is being duly executed and filed by the undersigned, as an authorized person, in connection with the conversion of Walter Mortgage Company, a Delaware corporation, to a limited liability company under the Delaware Limited Liability Company Act, 6 Del. C. §§ 18-101, et seq.

1. The name of the Company is Walter Mortgage Company, LLC.
2. The address of the registered office of the Company in the State of Delaware is: The Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, Delaware 19801. The name of the registered agent of the Company at such address is The Corporation Trust Company.
3. The effective date and time of this Certificate of Formation shall be January 1, 2009 at 8:00 a.m. Eastern Time.

IN WITNESS WHEREOF, the undersigned, as an authorized person, has duly executed this Certificate of Formation as of the date and year first above written.

By: 

Name: Mark J. O'Brien

An Authorized Person



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Shelby Cnty Judge of Probate, AL
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Delaware

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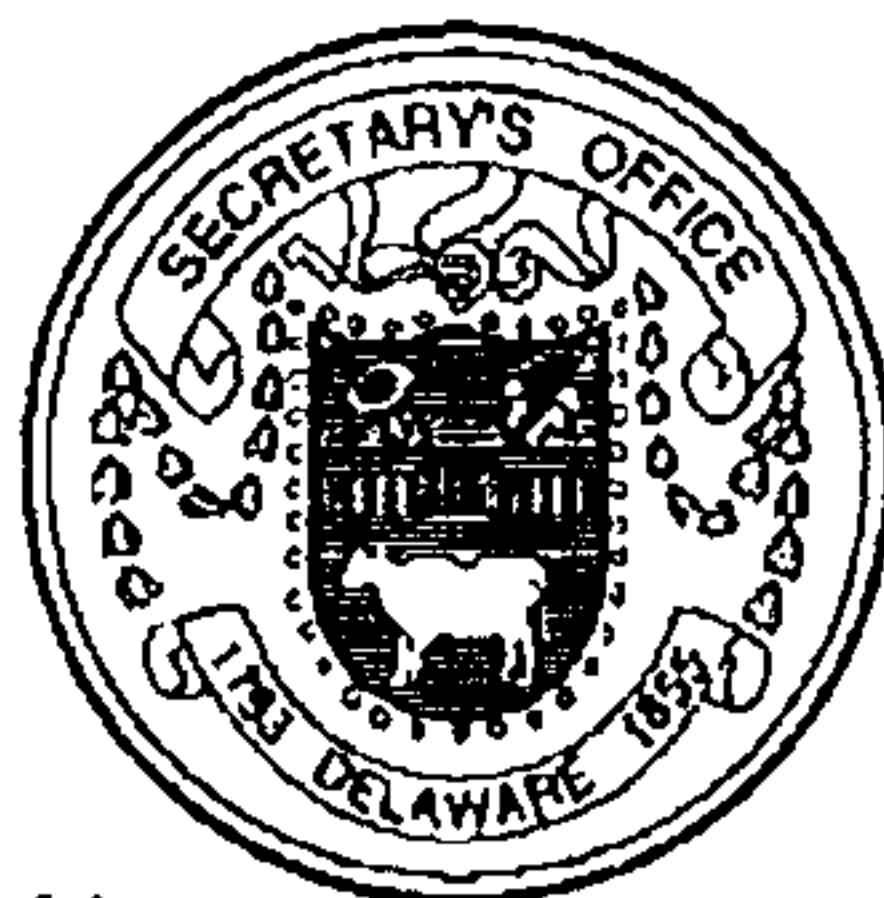
The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "WALTER MORTGAGE COMPANY, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE NINETEENTH DAY OF OCTOBER, A.D. 2009.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.

20141217000396130 20/20 \$71.00
Shelby Cnty Judge of Probate, AL
12/17/2014 12:58:24 PM FILED/CERT



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You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 7591149

DATE: 10-19-09