

Prepared by Specialized Loan Servicing LLC

When recorded return to:

Specialized Loan Servicing LLC

Attn: Document Control

8742 Lucent Boulevard

Highlands Ranch, CO 10036

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04/27/2017 08:51:38 AM

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LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that, pursuant to that certain Flow Servicing Agreement, dated as of December 30, 2011 (the "Agreement") by and between Specialized Loan Servicing LLC, as Servicer (the "Servicer") and Morgan Stanley Mortgage Capital Holdings LLC, successor-in-interest by merger to Morgan Stanley Mortgage Capital, Inc. ("Morgan Stanley"), Morgan Stanley hereby constitutes and appoints the Servicer, by and through the Servicer's officers, Morgan Stanley's true and lawful Attorney-in-Fact, in Morgan Stanley's name, place and stead and for Morgan Stanley's benefit, in connection with all mortgage loans serviced by the Servicer pursuant to the Agreement (the "Mortgage Loans") solely for the purpose of performing, with regard to the Mortgage Loans, such acts and executing such documents in the name of Morgan Stanley necessary and appropriate to effectuate the following enumerated transactions in respect to any of the mortgages or deeds of trust (the "Mortgages" and "Deeds of Trust"; respectively), retail installment contracts ("other security instruments") and promissory notes secured thereby (the "Mortgage Notes") held by Morgan Stanley on its own behalf and on behalf of any of its affiliates who may be appointed from time to time under the Agreement with regard to designated portfolios by Morgan Stanley (whether Morgan Stanley is named therein as mortgagee or beneficiary or has become mortgagee by virtue of endorsement of the Mortgage Note secured by any such Mortgage, Deed of Trust, or other security instrument and/or assignment thereof) and for which the Servicer is servicing.

This Appointment shall apply only to the following enumerated transactions and nothing herein or in the Agreement shall be construed to the contrary:

1. To execute, acknowledge, seal and deliver Mortgage Note endorsements, lost note affidavits, assignments of Mortgages and Deeds of Trust and other security instruments, satisfactions/releases/reconveyances of Mortgages and Deeds of Trust, subordinations, modifications, tax authority notifications and declarations, deeds, bills of sale, and other instruments of sale, conveyance and transfer, appropriately completed, with all ordinary and 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 Morgan Stanley in connection with insurance, foreclosure, bankruptcy and eviction actions.

3. To endorse any checks or other instruments received by the Servicer and made payable to Morgan Stanley.
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 the Servicer to collect, negotiate or otherwise settle any deficiency claim, including interest and attorney's fees.
5. The conveyance of the properties to the mortgage insurer, or the closing of the title to the property to be acquired as real estate owned, or conveyance of title to real estate owned.
6. The completion of loan assumption agreements and recordation of same (if necessary).
7. With respect to a Mortgage or Deed of Trust, the foreclosure, the taking of a deed in lieu of foreclosure, or the completion of judicial or non-judicial foreclosure or termination, cancellation or rescission of any such foreclosure, including, without limitation, any and all of the following acts:
 - a. The substitution of trustee(s) serving under a Deed of Trust, in accordance with state law and the Deed of Trust;
 - b. The preparation and issuance of statements of breach or non-performance;
 - c. The preparation and filing of notices of default and/or notices of sale;
 - d. The cancellation/rescission of notices of default and/or notices sale;
 - e. The taking of deed-in-lieu of foreclosure; and
 - f. The preparation and execution of such other documents and performance of such other actions as may be necessary under the terms of the Mortgage, Deed of Trust or state law to expeditiously complete said transactions in paragraph 7.a. through 7.e. above.
8. With respect to other security instruments the power to perform any other necessary acts of foreclosure and/or eviction.
9. With respect to the sale of real property acquired through a foreclosure or deed-in-lieu of foreclosure, including, without limitation, the execution of the following documentation:
 - a. Listing agreements;
 - b. Purchase and sale agreements;
 - c. Grant/warranty/quit claim deeds or any other deed causing the transfer of title of the property to a party contracted to purchase same;

- d. Escrow instructions; and
 - e. Any and all documents necessary to effect the transfer of real property.
10. The modification or amendment of escrow agreements established for repairs to the mortgaged property.
 11. The endorsement of loss drafts or other checks that are necessary to effectuate proper servicing of the Mortgage Loan.
 12. When requested by Morgan Stanley, respond to litigation complaints, naming Morgan Stanley as a defendant. Morgan Stanley will be apprised of potential litigation by Servicer as soon as commercially reasonable.
 13. To do any other act or complete any other document deemed necessary or appropriate to service and administer the Mortgage Loans in accordance with, and subject to the terms and requirements of, the Agreement.

The undersigned gives the Servicer full power and authority to execute such instruments and to do and perform all and every act and thing necessary and proper to carry into effect the power or powers granted by or under this Limited Power of Attorney as fully as the undersigned might or could do, and hereby does ratify and confirm to all the Limited Power of Attorney shall be effective as of the date written below.

This Appointment is to be construed and interpreted as a Limited Power of Attorney. The enumeration of specific items, rights, acts or powers herein is not intended to, nor does it give rise to, and it is not to be construed as a general power or attorney.

Nothing contained herein shall (i) limit in any manner any indemnification provided by the Servicer to Morgan Stanley under the Agreement, or (ii) be construed to grant the Servicer the power to initiate or defend any suit, litigation or proceeding brought against Morgan Stanley, except as specifically provided for herein. If the Servicer receives any notice of suit, litigation or proceeding in the name of Morgan Stanley, then the Servicer shall forward a copy of same to Morgan Stanley within a reasonable period of time.

This Limited Power of Attorney is not intended to extend the powers granted to the Servicer under the Agreement or to allow the Servicer to take any action with respect to Mortgages, Deeds of Trust, other security instruments or Mortgage Notes not authorized by the Agreement. In the event of a conflict between the terms of the Agreement and the terms hereof, the provisions of the Agreement shall control. This Limited Power of Attorney does not constitute a waiver or discharge of any representation, warranty, covenant or agreement of the Servicer in or under the Agreement and the execution and delivery of this Limited Power of Attorney shall not be (or be deemed) a modification or amendment of any provision of the Agreement in any respect.

Notwithstanding anything contained herein to the contrary, the Servicer shall not, without Morgan Stanley's written consent, which consent shall not be unreasonably withheld: (i) initiate any action, suit or proceeding directly relating to the servicing of a Mortgage Loan solely under Morgan Stanley's name without indicating the Servicer in its applicable, representative capacity,

so long as the jurisdictional and procedural rules will allow for this insertion to occur; (ii) initiate any action, suit or proceeding not directly relating to the servicing of a Mortgage Loan solely under Morgan Stanley's name; (iii) engage counsel to represent Morgan Stanley in any action, suit or proceeding not directly relating to the servicing of a Mortgage Loan; or (iv) prepare, execute or deliver any government filings, forms, permits, registrations or other documents or take any action with the intent to cause, and that actually causes, Morgan Stanley to be registered to do business in any state.

This Limited Power of Attorney may be amended, modified, supplemented or restated only by written instrument executed by Morgan Stanley and the Servicer. 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, Morgan Stanley and the Servicer and their respective successors and assigns; provided, however, that the Servicer shall not assign or transfer any of the rights under this Limited Power of Attorney (except by merger or other operation of law) with the prior written consent of Morgan Stanley, and any such purported assignment or transfer without such consent shall be void and of no effect.

The Servicer hereby agrees to indemnify and hold Morgan Stanley 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 Servicer of the powers granted to it hereunder. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the Agreement or the earlier resignation or removal of the Servicer under the Agreement.

This Limited Power of Attorney is entered into and shall be governed by and construed and enforced in accordance with the laws of the State of New York, without regard to conflicts of law principles of such state.

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 shall continue in full force and effect and has not been revoked unless an instrument of revocation has been made in writing by the undersigned.

As between Morgan Stanley and the Servicer, 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 Morgan Stanley. 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.

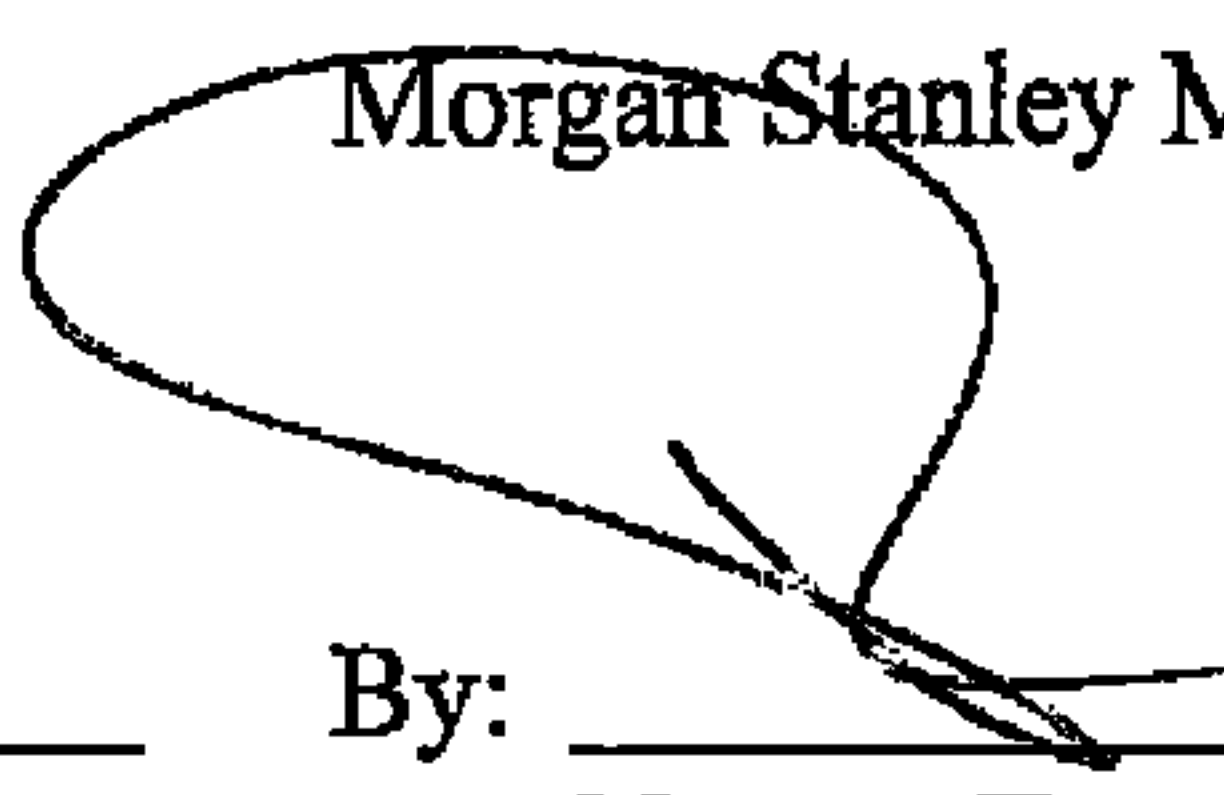
Nothing in this Limited Power of Attorney shall be construed to prevent Morgan Stanley from acting on its own behalf as the owner of the Mortgage Loans.

IN WITNESS WHEREOF, Morgan Stanley has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by a duly elected and authorized signatory this January 26, 2012.

Morgan Stanley Mortgage Capital Holdings LLC

WITNESS:


Lauren Rohmer

By: 
Name: Terry Pierson
Title: Vice President

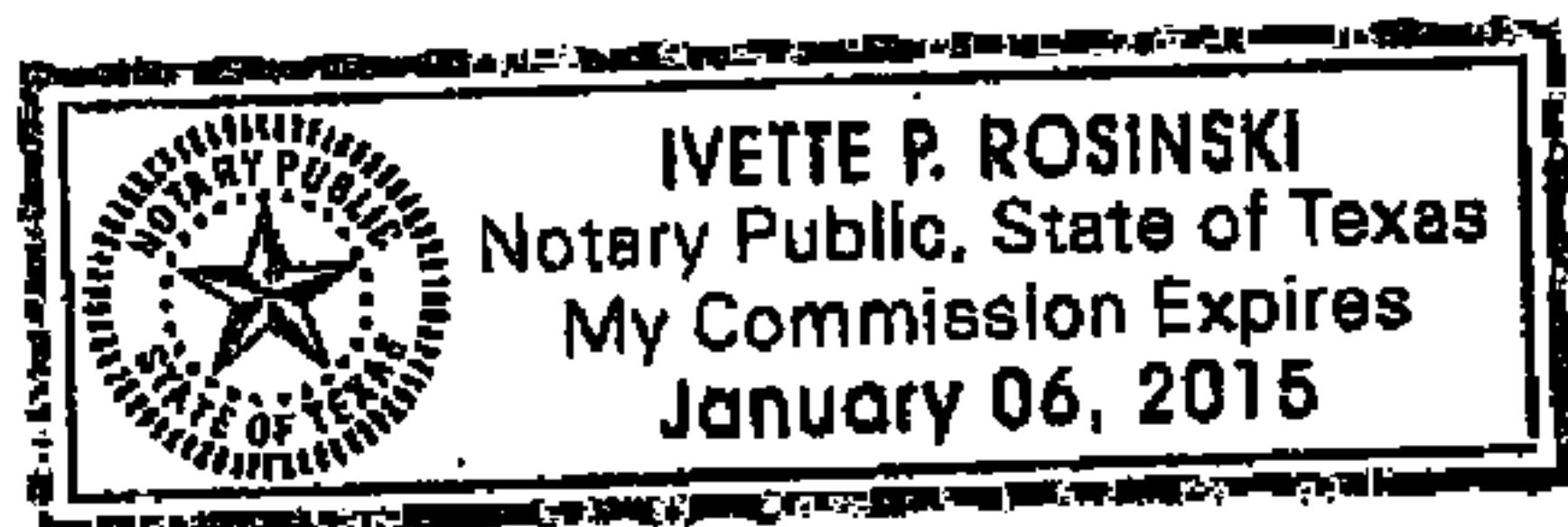

Cole McClatchy

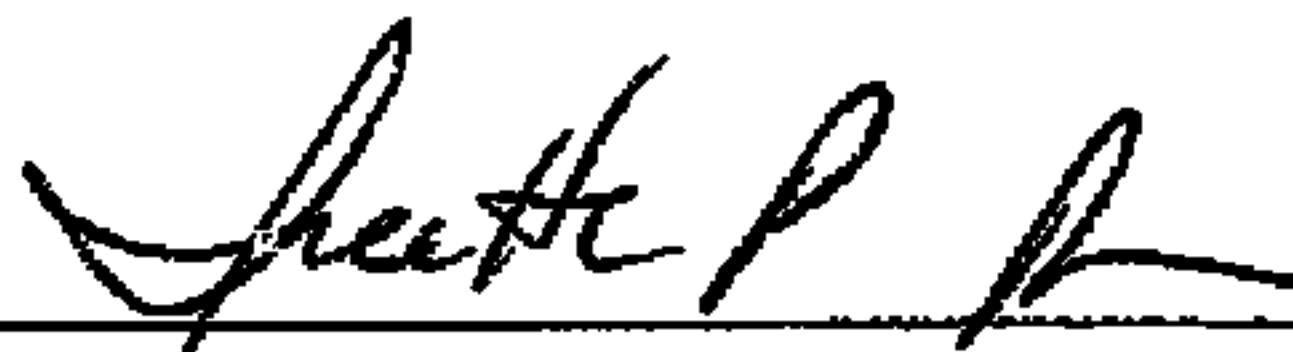
STATE OF TEXAS)
)
COUNTY OF DALLAS) SS.

On January 26, 2012, before me, the undersigned, Ivette P. Rosinski, a Notary Public in and for said state, personally appeared Terry Pierson, Vice President of Morgan Stanley Mortgage Capital Holdings LLC, personally known to me to be the person whose name is subscribed to the within instrument and acknowledge to me that he executed that same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted and executed the instrument.

WITNESS my hand and official seal.

(Seal)




Notary Public in and for said County and State



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
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