County Division Code: AL039 Inst. # 2018018150 Pages: 1 of 3 I certify this instrument filed on: 2/27/2018 9:07 AM

Doc: POA Alan L.King, Judge of Probate Jefferson County, AL Rec: \$22.00

Clerk: KKBESS

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P/ATTY Book: DE 2505 Page: 2558 - 2560

February 1, 2017 08:53:45 AM

Rec: \$15.00

FILED IN GREENVILLE COUNTY, SC Judy

Prepared by:
MTGLQ Investors, L.P.
Andrea Rhinehardt
6011 Connection Drive
Irving, TX 75039
Phone: (972) 368-5138

RECORDING REQUESTED BY
& AFTER RECORDING RETURN TO:
New Penn Financial, LLC
d/b/a Shellpoint Mortgage Servicing
75 Beattie Place, Suite 300
Greenville, SC 29601

DATE CERTIFIED TO BE A TRUE AND CORRECT JULY OF DOCUMENT ON FILE IN THIS OFFICE

## LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that MTGLQ Investors, L.P., a limited partnership formed and existing under the laws of the State of Delaware and having its principal place of business at 200 West Street, New York, New York 10282, as Owner ("Owner") pursuant to the Servicing Agreement between Owner and New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing, having an office at 75 Beattie Place, Suite 300, Greenville, South Carolina 29601 ("Servicer"), dated as of June 16, 2015 (as amended, supplemented or restated from time to time, the "Agreement"), hereby constitutes and appoints the Servicer, by and through the Servicer's authorized officers, as the Owner's true and lawful attorney-in-fact (the "Attorney-in-Fact"), in Owner's name, place and stead and for the Owner's benefit, in connection with all mortgage loans and REO properties subject to the terms of the Agreement for the purpose of performing the acts and executing the documents described herein in the name of the Owner as may be customarily and reasonably necessary and appropriate in respect of any of the mortgages, deeds of trust, deeds to secure debt, and other forms of security instruments (the "Security Instruments") and promissory notes secured thereby (the "Mortgage Notes") for which the undersigned is the Owner (whether the undersigned is named therein as mortgagee or beneficiary or has become mortgagee by virtue of endorsement of the Mortgage Note secured by any such Security Instrument) and for which the Servicer is performing servicing activities all subject to the terms of the Agreement.

This appointment shall apply only to the following enumerated transactions with respect to the Security Instruments, Mortgage Notes, and related real property:

- 1. To execute, acknowledge, seal and deliver any and all documents, deeds, transfers, tax declarations, certificates, assignments, allonges, modifications, affidavits, subordinations, endorsements, short sales, and any other documents or instruments whatsoever which are necessary, appropriate, or required to transfer, sell, or convey real property, to correct or clear title to the related real property, and to negotiate, approve and accept funds for the short sales of real property.
- 2. To initiate and take such actions, and to execute, acknowledge, seal and deliver any and all documents or instruments whatsoever, which are necessary, appropriate, or required,

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in connection with the foreclosure or acceptance of a deed in lieu of foreclosure (including without limitation the completion of judicial or non-judicial foreclosure or the termination, cancellation or rescission of any such foreclosure), insurance filings and claims, bankruptcy and eviction actions, real estate transactions, and the pursuit of any deficiency, debt or other obligation.

- 3. To execute, acknowledge, seal and deliver any and all assignments, releases, short sales, satisfactions and partial releases.
- 4. To execute, acknowledge, seal and deliver any and all documents associated with the disposition or transfer of real property, including without limitation deed transfers.
- 5. To execute, acknowledge, seal and deliver any and all documents associated with subordinations, partial releases, partial re-conveyances, assignments, release of lien (including settlements and short sales), lot line adjustments, and all documents associated with lien releases.
- 6. To endorse any checks or other instruments received by the Servicer and made payable to Owner.
- 7. The take such actions as may be necessary for the preservation or repair of the related real property.

This Power of Attorney shall be effective commencing on January 27, 2017, and shall remain in full force and effect until the earlier of two (2) years after the date written below, or until such time that the Attorney-in-Fact no longer services the Mortgage Loans, unless earlier revoked by written instrument. Owner hereby ratifies, confirms and approves in all respects the actions heretofore taken by the Attorney-in-Fact which are consistent with the authorizations detailed hereinabove. Owner has the unrestricted right unilaterally to revoke this Power of Attorney. The Owner authorizes the Servicer, by and through the Servicer's authorized officers, to certify, deliver and/or record copies and originals of this Power of Attorney.

Servicer shall indemnify the Owner, its successors and assigns and hold them harmless against any and all claims, losses, penalties, fines, forfeitures, legal fees and related costs, judgments and any other costs, fees and expenses arising out of or resulting from any misuse or unlawful use of this Power of Attorney by Servicer or any of its agents, designees or representatives.

Third parties without actual notice may rely upon the exercise of the power granted under this Power of Attorney. Any third party may rely upon a copy of this Power of Attorney, to the same extent as if it were an original, and shall be entitled to rely on a writing signed by the Servicer to establish conclusively the identity of a particular right, power, capacity, asset, liability, obligation, property, loan or commitment of Servicer for all purposes of this Power of Attorney.

[Remainder of this page intentionally left blank.]

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Dated: January 27, 2017

MTGLQ INVESTORS, L.P.

By:

Name: J. Weston Moffett Title: Vice President

Witnesses:

Name:

Tabatha M Westprook

Name:

Andrea Rhinehardt

**ACKNOWLEDGMENT** 

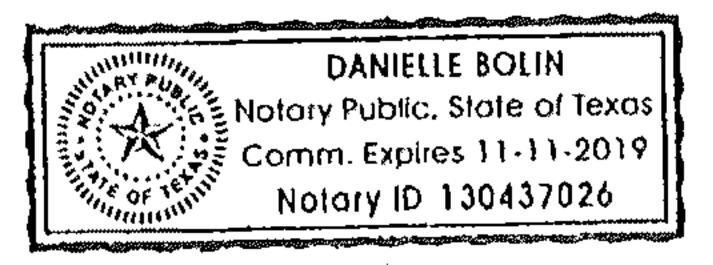
STATE OF TEXAS

ss.:

COUNTY OF DALLAS

On this 27th day of January, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared J. Weston Moffett, the Vice President of MTGLQ Investors, L.P., a Delaware limited partnership, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her authorized capacity, and that by his or her signature on the instrument the entity, on behalf of which the person acted, executed the instrument.

(Seal)



**\$21.00 CHERRY** 

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Notary Public

Danielle Bolin



Filed and Recorded Official Public Records Judge James W. Fuhrmeister, Probate Judge, County Clerk Shelby County, AL 04/16/2018 10:59:10 AM

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