

Document drafted by and  
After Recording Return Document To:  
Ocwen Loan Servicing, LLC  
5720 Premier Park Dr Bldg 3  
West Palm Beach, FL 33407  
Attn: Record Services

4409

### LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that pursuant to the authority granted under that certain limited power of attorney attached as Exhibit A (the "Limited POA"), NewRez LLC, f/k/a New Penn Financial, LLC, d/b/a Shellpoint Mortgage Servicing (the "Company"), in its capacity as Servicer, having a place of business at 75 Beattie Place, Suite 300, Greenville, SC 29601, does hereby further constitute and appoint Ocwen Loan Servicing, LLC a Delaware limited liability company ("Ocwen"), having an office at 1661 Worthington Rd, Ste. 100, West Palm Beach, FL 33409, 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 the Subservicing Agreement, dated as of August 17, 2018, by and between New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing and Ocwen Loan Servicing, LLC, ("Agreement").

Pursuant to the authority granted under the Limited POA, the Company hereby further grants its authority and power to execute any and all such instruments and to do and perform all and every act and thing necessary and proper to carry into effect the powers granted by or under this Limited Power of Attorney as fully as the undersigned might or could do under the Limited POA, and hereby does ratify and confirm all that Ocwen shall lawfully do or cause to be done by authority hereof. The undersigned also grants unto said Attorney-in-fact, subject to the foregoing limitations, the full power and authority to correct minor ambiguities and errors in documents necessary to effect the above, 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, 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. Facilitation of an eviction according to the state law of occupants for properties;
4. 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;
5. 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 Ocwen has received full payment of all outstanding amounts due on behalf of the Company;
6. Endorsing insurance proceeds checks and mortgage payment checks to the order of the Company; and
7. Any and all such other acts of any kind and nature whatsoever that are necessary and prudent to service the loans in accordance with the Agreement.

The Company further grants to Ocwen full power and authority to do and perform all acts necessary for Ocwen 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 Ocwen shall lawfully do by virtue of the powers and authority granted and contemplated hereby, and all that Ocwen has previously done pursuant to or in connection with the Servicing Agreement or any Limited Power of Attorney previously granted by the Company to Ocwen. This Limited Power of Attorney shall be in full force and effect as of February 15, 2019 until revoked or terminated by the Company.

Nothing herein shall give the attorney-in-fact hereunder the right or power to negotiate or settle any suit, counterclaim or action against the Company. The Company shall have no obligation to inspect or review any agreement or other document or item executed by the attorney-in-fact hereunder on behalf of the Company pursuant to this Limited Power of Attorney and as such, the attorney-in-fact hereunder expressly acknowledges that the Company is relying upon such attorney-in-fact to undertake any and all necessary procedures to confirm the accuracy of any such agreement, document or other item.

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, unless a revocation has been recorded in the public records of the jurisdiction where this Limited Power of Attorney has been recorded, or unless such third party has received actual written notice of a revocation.

NewRez LLC, f/k/a New Penn Financial, LLC, d/b/a  
Shellpoint Mortgage Servicing (Company)

By: Meredith Prickett  
Name: Meredith Prickett  
Title: Assistant Secretary  
Date: February 15, 2019

Witness: Jean Knowles  
Jean Knowles  
Witness: Kim Harmstad  
Kim Harmstad

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

On this 15 day of February in the year 2019 before me, the undersigned, personally appeared Meredith Prickett, personally known to me to be the person who executed the within instrument as Assistant Secretary, on behalf of NewRez LLC, f/k/a New Penn Financial, LLC, d/b/a Shellpoint Mortgage Servicing, and he acknowledged that said instrument is the act and deed of NewRez LLC, f/k/a New Penn Financial, LLC, d/b/a Shellpoint Mortgage Servicing, and that he, being authorized to do so, executed and delivered said instrument for the purposes therein contained.

Sworn to (or affirmed) and subscribed before me this 15 day of February, 2019.

Official Seal



Julius Drayton

Julius Drayton, Notary Public

Greenville County, South Carolina

My commission expires: 1/31/2027

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**Exhibit A**

U.S. Bank National Association

Document drafted by and  
RECORDING REQUESTED BY:  
Shellpoint Mortgage Servicing  
55 Beattie Place, Ste 110  
Greenville, SC 29601

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SPACE ABOVE THIS LINE FOR RECORDER'S USE

### LIMITED POWER OF ATTORNEY

The trusts identified on the attached Schedule A (the "Trusts"), by and through U.S. Bank National Association, a national banking association organized and existing under the laws of the United States and having an office at 60 Livingston Avenue, EP-MN-WS3D, St. Paul, MN 55107, not in its individual capacity but solely as trustee or indenture trustee (in such capacities, "Trustee"), hereby constitutes and appoints NewRez LLC, f/k/a New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing ("Servicer"), having an office at 55 Beattie Place, Ste 110, Greenville, SC 29601 and in its name, aforesaid Attorney-In-Fact, by and through any officer appointed by the Board of Directors of Servicer, to execute and acknowledge in writing or by facsimile stamp all documents customarily and reasonably necessary and appropriate for the tasks described in the items (1) through (12) below; provided however, that (a) the documents described below may only be executed and delivered by such Attorneys-In-Fact if such documents are required or permitted under the terms of the related servicing or other applicable governing agreements ("Governing Agreements"), (b) all actions taken by Servicer pursuant to this Limited Power of Attorney must be in accordance with Federal, State and local laws and procedures, as applicable and (c) no power is granted hereunder to take any action that would be either adverse to the interests of or be in the name of U.S. Bank National Association in its individual capacity. This Limited Power of Attorney is being issued in connection with Servicer's responsibilities to service certain mortgage loans (the "Loans") held by the Trustee. These Loans are secured by collateral comprised of mortgages, deeds of trust, deeds to secure debt and other forms of security instruments (collectively the "Security Instruments") encumbering any and all real and personal property delineated therein (the "Property") and the Notes secured thereby. Please refer to **Schedule A** attached hereto.

1. Demand, sue for, recover, collect and receive each and every sum of money, debt, account and interest (which now is, or hereafter shall become due and payable) belonging to or claimed by the Trustee, and to use or take any lawful means for recovery by legal process or otherwise, including but not limited to the substitution of trustee serving under a Deed of Trust, the preparation and issuance of statements of breach, notices of default, and/or notices of sale, accepting deeds in lieu of foreclosure, evicting (to the extent allowed by federal, state or local laws) foreclosing on the properties under the Security Instruments by judicial or non-judicial foreclosure, actions for temporary restraining orders, injunctions, appointments of receiver, suits for waste, fraud and any and all other tort, contractual or verifications in support thereof, as may be necessary or advisable in any bankruptcy action, state or federal suit or any other action.



2. Execute and/or file such documents and take such other action as is proper and necessary to defend the Trustee in litigation and to resolve any litigation where the Servicer has an obligation to defend the Trustee, including but not limited to dismissal, termination, cancellation, rescission and settlement.
3. Transact business of any kind regarding the Loans, as the Trustee's act and deed, to contract for, purchase, receive and take possession and evidence of title in and to the Property and/or to secure payment of a promissory note or performance of any obligation or agreement relating thereto.
4. Execute, complete, indorse or file bonds, notes, mortgages, deeds of trust and other contracts, agreements and instruments regarding the borrowers and/or the Property, including but not limited to the execution of estoppel certificates, financing statements, continuation statements, releases, satisfactions, reconveyances, assignments, loan modification agreements, payment plans, waivers, consents, amendments, forbearance agreements, loan assumption agreements, subordination agreements, property adjustment agreements, management agreements, listing agreements, purchase and sale agreements, short sale transactions and other instruments pertaining to mortgages or deeds of trust, and execution of deeds and associated instruments, if any, conveying the Property, in the interest of the Trustee.
5. Endorse on behalf of the undersigned all checks, drafts and/or other negotiable instruments made payable to the undersigned.
6. Execute any document or perform any act in connection with the administration of any PMI policy or LPMI policy, hazard or other insurance claim relative to the Loans or related Property.
7. Execute any document or perform any act described in items (3), (4), and (5) in connection with the termination of any Trust as necessary to transfer ownership of the affected Loans to the entity (or its designee or assignee) possessing the right to obtain ownership of the Loans.
8. Subordinate the lien of a mortgage, deed of trust, or deed or other security instrument to secure debt (i) for the purpose of refinancing Loans, where applicable, or (ii) to an easement in favor of a public utility company or a government agency or unit with powers of eminent domain, including but not limited to the execution of partial satisfactions and releases and partial reconveyances reasonably required for such purpose, and the execution or requests to the trustees to accomplish the same.
9. Convey the Property to the mortgage insurer, or close the title to the Property to be acquired as real estate owned, or convey title to real estate owned property ("REO Property").
10. Execute and deliver any documentation with respect to the sale, maintenance, preservation, renovation, repair, demolition or other disposition, of REO Property acquired through a foreclosure or deed-in-lieu of foreclosure, including, without limitation: permits, remediation plans or agreements, certifications, compliance certificates, health and safety certifications, listing agreements; purchase and sale agreements; grant / limited or special warranty / quit claim deeds or any other deed, but not general warranty deeds, causing the transfer of title of

the property to a party contracted to purchase same; escrow instructions; and any and all documents necessary to effect the transfer of REO Property.

11. Servicer has the power to execute additional limited powers of attorney and delegate the authority given to it by U.S. Bank National Association, as Trustee, under the Governing Agreements.
12. To execute, record, file and/or deliver any and all documents of any kind for the purpose of fulfilling any servicing duties, including but not limited to those listed in subparagraphs (1) through (11), above, where Trustee's interest is designated, stated, characterized as or includes any reference to one or more of the following: "Indenture Trustee", "Owner Trustee", "Successor Trustee", "Successor in Interest", "Successor to" "Successor by Merger", "Trustee/Custodian", "Custodian/Trustee" or other similar designation.

Trustee also grants unto Servicer the full power and authority to correct ambiguities and errors in documents necessary to effect or undertake any of the items or powers set forth in items (1) to (12), above.


In addition to all preexisting indemnification obligations, including without limitation pursuant to (a) the applicable Governing Agreements for the Trusts and (b) that certain Indemnification Letter Relating to Servicing Transfer from Ocwen Loan Servicing, LLC and Homeward Residential, Inc. to NewRez LLC, f/k/a New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing dated February 1, 2019 among Servicer, New Residential Investment Corp. (as Shellpoint Parent), Ocwen Loan Servicing, LLC, and U.S. Bank National Association, Servicer hereby agrees to indemnify and hold the Trustee, in its individual capacity or as Trustee, as the case may be, and its employees, officers, directors, affiliates, agents, successors and assigns (the "Indemnified Parties") 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 the misuse of this Limited Power of Attorney by the Servicer. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the related Governing Agreements or the earlier resignation or removal of the Trustee or the Servicer with respect to the Trusts.

**Witness** my hand and seal this 7th day of February, 2019.

**NO CORPORATE SEAL**

On Behalf of the Trusts, by  
U.S. Bank National Association, as Trustee

  
\_\_\_\_\_  
Witness: Ellen Melges

By:   
\_\_\_\_\_  
John L. Linssen, Vice President

  
\_\_\_\_\_  
Witness: Angela Lee

By:   
\_\_\_\_\_  
Susan A. Kranz, Assistant Vice President

  
\_\_\_\_\_  
Attest: Alex E. Fuentes, Trust Officer

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CORPORATE ACKNOWLEDGMENT

State of Minnesota

County of Ramsey

On the 7<sup>th</sup> day of February in the year 2019, before me, the undersigned, personally appeared John I. Linssen, Susan A. Kranz and Alex E. Fuentes, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose names(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.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

Trisha L. Abel



My commission expires: 01/31/2022



U.S. BANK NATIONAL ASSOCIATION as Trustee for the registered holders of ABFC 2007-WMC1 Trust Asset Backed Funding Corporation Asset Backed Certificates, Series 2007-WMC1
U.S. Bank National Association, as Trustee for Asset Backed Securities Corporation Home Equity Loan Trust 2004-HE6, Asset Backed Pass-Through Certificates, Series 2004-HE6
U.S. Bank National Association, as Trustee for Asset Backed Securities Corporation Home Equity Loan Trust 2004-HE8, Asset Backed Pass-Through Certificates, Series 2004-HE8
U.S. Bank National Association, as Trustee for Asset Backed Securities Corporation Home Equity Loan Trust, Series OOMC 2006-HE3, Asset Backed Pass-Through Certificates, Series OOMC 2006-HE3
U.S. Bank National Association, as Trustee for Asset Backed Securities Corporation Home Equity Loan Trust, Series OOMC 2006-HE5, Asset Backed Pass-Through Certificates, Series OOMC 2006-HE5
U.S. Bank National Association, as Trustee, Successor In Interest To Wachovia Bank National Association, As Trustee, Successor By Merger To First Union National Bank, As Trustee ACE Securities Corp. Home Loan Equity Loan Trust 2001-HE1 Asset Backed Pass-Through Certificates
U.S. Bank National Association, As Trustee, Successor In Interest To Wachovia Bank National Association, As Trustee For Aegis Asset Backed Securities Trust Mortgage Pass-Through Certificates, Series 2004-2
U.S. Bank National Association, as Trustee, Successor in Interest to Wachovia Bank National Association, as Trustee for Aegis Asset Backed Securities Trust, Mortgage Pass-Through Certificates, Series 2004-5
U.S. Bank National Association, as Indenture Trustee, Successor in Interest to Wachovia Bank National Association, as Indenture Trustee for Aegis Asset Backed Securities Trust 2004-6, Mortgage Backed Notes
U.S. Bank National Association, as Indenture Trustee, Successor in Interest to Wachovia Bank National Association, as Indenture Trustee for Aegis Asset Backed Securities Trust 2005-1, Mortgage Backed Notes
U.S. Bank National Association, as Indenture Trustee, Successor in Interest to Wachovia Bank National Association, as Indenture Trustee for Aegis Asset Backed Securities Trust 2005-2, Mortgage Backed Notes
U.S. Bank National Association, as Indenture Trustee, Successor in Interest to Wachovia Bank National Association, as Indenture Trustee for Aegis Asset Backed Securities Trust 2005-3, Mortgage-Backed Notes
U.S. Bank National Association, as Trustee, Successor in Interest to Wachovia Bank National Association, as Trustee for Aegis Asset Backed Securities Trust, Mortgage Pass-Through Certificates, Series 2005-5
U.S. Bank National Association, As Successor In Interest To Wachovia Bank, N.A., As Successor To First Union National Bank, As Trustee for American Residential Eagle Bond Trust 1998-1, Collateralized Callable Mortgage Bonds, Series 1998-1
U.S. Bank, National Association, as Trustee for Ameriquest Mortgage Securities Inc., Floating Rate Mortgage Pass-Through Certificates, Series 2001-2
U.S. Bank National Association, as Trustee for Adjustable Rate Mortgage Trust 2005-10, Adjustable Rate Mortgage-Backed Pass-Through Certificates, Series 2005-10
U.S. Bank National Association, as Trustee for Adjustable Rate Mortgage Trust 2005-11, Adjustable Rate Mortgage-Backed Pass-Through Certificates, Series 2005-11
U.S. Bank National Association, as Trustee for Adjustable Rate Mortgage Trust 2005-9, Adjustable Rate Mortgage-Backed Pass-Through Certificates, Series 2005-9
U.S. Bank National Association, as Trustee for Banc of America Funding Corporation Mortgage Pass-Through Certificates, Series 2006-4

U.S. Bank National Association, as Trustee for Banc of America Funding Corporation Mortgage Pass-Through Certificates, Series 2007-3
U.S. Bank National Association, as Trustee, as successor in interest to Bank of America, National Association, as trustee, as successor by merger to LaSalle Bank National Association, as Trustee for Structured Asset Mortgage Investment II Prime Mortgage Trust, Mortgage Pass Through Certificates Series 2004-CL1
U.S. Bank National Association, as Trustee for Bear Stearns Asset Backed Securities I Trust 2006-AC3, Asset-Backed Certificates, Series 2006-AC3
U.S. Bank National Association, as Trustee for Structured Asset Mortgage Investments II Inc., Bear Stearns ALT-A Trust, Mortgage Pass-Through Certificates Series 2006-3
U.S. Bank National Association, as Trustee for Structured Asset Mortgage Investments II Inc., Bear Stearns ARM Trust, Mortgage Pass-Through Certificates, Series 2005-11
U.S. Bank National Association, as Trustee for 2002-CB1 Trust, C-BASS Mortgage Loan Asset-Backed Certificates, Series 2002-CB1
U.S. Bank National Association, as Trustee for Citigroup Mortgage Loan Trust Inc. Asset-Backed Pass-Through Certificates Series 2007-AMC2
U.S. Bank N.A., in its capacity as Trustee for CSFB Home Equity Pass-Through Certificates, Series 2004-AA1 Trust, CSFB Home Equity Pass-Through Certificates, Series 2004-AA1
U.S. Bank National Association, as Trustee, for CSFB Mortgage-Backed Trust Series 2005-8
U.S. Bank National Association, as Trustee, for CSFB Mortgage-Backed Trust Series 2005-9
U.S. Bank National Association, as Trustee for Home Equity Asset Trust 2003-8 Home Equity Pass-Through Certificates, Series 2003-8
U.S. Bank N.A., in its capacity as Trustee for the registered holders of Home Equity Asset Trust 2004-5, Home Equity Pass-Through Certificates, Series 2004-5
U.S. Bank N.A., in its capacity as Trustee for registered holders of Home Equity Asset Trust 2004-8, Home Equity Pass-Through Certificates, Series 2004-8
U.S. Bank N.A., in its capacity as Trustee for the registered holders of Home Equity Asset Trust 2005-1, Home Equity Pass-Through Certificates, Series 2005-1
U.S. Bank N.A., in its capacity as Trustee for the registered holders of Home Equity Asset Trust 2005-3, Home Equity Pass-Through Certificates, Series 2005-3
U.S. Bank N.A., in its capacity as Trustee for the registered holders of Home Equity Asset Trust 2005-5, Home Equity Pass-Through Certificates, Series 2005-5
U.S. Bank N.A., in its capacity as Trustee for the registered holders of Home Equity Asset Trust 2005-7, Home Equity Pass-Through Certificates, Series 2005-7
U.S. Bank National Association, as Trustee for GSAA Home Equity Trust 2006-3, Asset-Backed Certificates, Series 2006-3
U.S. Bank National Association, as Trustee for GSAA Home Equity Trust 2006-5, Asset-Backed Certificates, Series 2006-5
U.S. Bank National Association, as Trustee for GSAA Home Equity Trust 2006-6, Asset-Backed Certificates, Series 2006-6
U.S. Bank National Association, as Trustee for GSAA Home Equity Trust 2006-9, Asset-Backed Certificates Series 2006-9
U.S. Bank National Association, As Trustee, Successor In Interest To Wachovia Bank, National Association, As Trustee For GSAMP Trust 2004-Sd1 Mortgage Pass-Through Certificates, Series 2004-SD1

U.S. Bank National Association, as Trustee for J.P. Morgan Mortgage Acquisition Corp. 2005-OPT1, Asset Backed Pass-Through Certificates, Series 2005-OPT1
U.S. Bank National Association, as Trustee for J.P. Morgan Mortgage Acquisition Corp. 2005-OPT2, Asset Backed Pass-Through Certificates, Series 2005-OPT2
U.S. Bank National Association, as Trustee, successor in interest to Wachovia Bank National Association, as Trustee, successor by merger to First Union National Bank, as Trustee for Lehman Home Equity Loan Trust 1998-2
U.S. Bank National Association as Trustee, successor in interest to Wachovia Bank, N.A. as Trustee for Merrill Lynch Mortgage Investors Trust, Mortgage Pass-Through Certificates, Series 2005-A6
U.S. Bank National Association, as Trustee, Successor in Interest To Wachovia Bank National Association, As Trustee, Successor By Merger To First Union National Bank, As Trustee for Structured Asset Securities Corporation Mortgage Pass-Through Certificates Series 1998-2
U.S. Bank National Association, As Trustee, Successor in Interest To Wachovia Bank, N.A., As Trustee, Successor By Merger To First Union National Bank, As Trustee For Structured Asset Securities Corporation Mortgage Pass-Through Certificates Series 1998-3
U.S. Bank National Association, As Trustee, Successor in Interest to Wachovia Bank National Association, As Trustee, Successor by Merger to First Union National Bank, As Trustee for Structured Asset Securities Corporation Mortgage Pass-Through Certificates Series 1998-6
U.S. Bank National Association, as Trustee for Prime Mortgage Trust, Certificates Series 2006-1

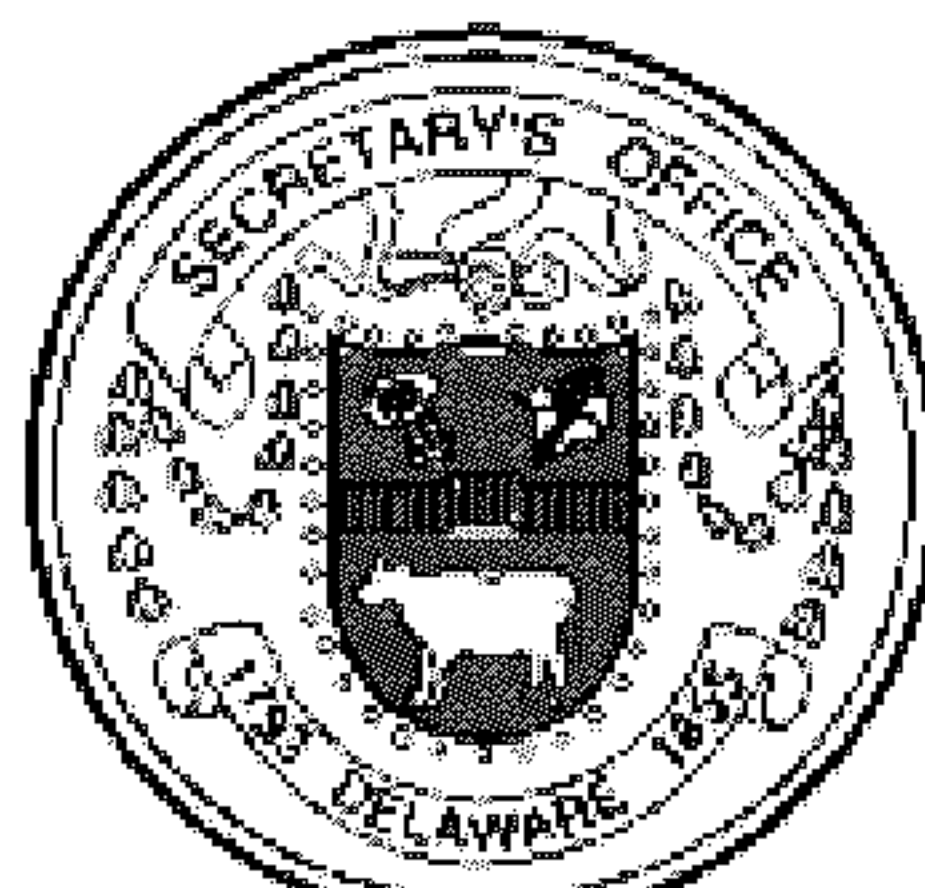
# Delaware

The First State

Page 1

*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 AMENDMENT OF "NEW PENN FINANCIAL, LLC", CHANGING ITS NAME FROM "NEW PENN FINANCIAL, LLC" TO "NEWREZ LLC", FILED IN THIS OFFICE ON THE NINTH DAY OF OCTOBER, A.D. 2018, AT 4:57 O`CLOCK P.M.*

*AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AMENDMENT IS THE SEVENTH DAY OF JANUARY, A.D. 2019.*



  
Jeffrey W. Bullock, Secretary of State



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## STATE OF DELAWARE CERTIFICATE OF AMENDMENT

1. Name of Limited Liability Company: New Penn Financial, LLC
2. The Certificate of Formation of the limited liability company is hereby amended as follows:

Legal name change. New Penn Financial, LLC's new legal name will be NewRez LLC effective January 7, 2019.

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 3RD day of October, A.D. 2018.

By:

  
Authorized Person(s)

Name: Kevin Patrick Harrigan

President and CEO - Origination Division;  
Board of Managers

Print or Type



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
09/23/2019 12:02:29 PM  
\$59.00 CHARITY  
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*Allen S. Bayl*