

After Recording Return to:
PMC Loan Servicing LLC
5720 Premier Park Drive, Bldg. 3
West Palm Beach, FL 33407

20191202000445400
12/02/2019 04:04:19 PM
POA 1/5

4666

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Deutsche Bank National Trust Company ("DBNTC"), a national banking association organized and existing under the laws of the United States, and having its usual place of business at 1761 East St. Andrew Place, Santa Ana, California, 92705, which serves as Trustee or Indenture (the "Trustee") for the Trusts set forth on Exhibit A hereto, pursuant to the governing agreements listed on Exhibit A (the "Agreements"), and as Trustee entered into the Assignment, Assumption and Recognition Agreement listed on Exhibit A (the "AARs") by and between the Trustee, PHH Mortgage Corporation ("PMC") having an office at 1661 Worthington Road, Suite 100, West Palm Beach, Florida 33406 and one or more assignees designated by PMC (the "Assignee"), pursuant to which, in connection with the termination of the Trusts, the Trustee assigned to Assignee certain mortgage loans ("Mortgage Loans") and certain real or personal property which secures or secured any of the Mortgage Loans (collectively, "REO Properties") held by the Trusts to Assignee, and hereby constitutes and appoints PMC, by and through the PMC's officers, the Trustee's true and lawful Attorney-in-Fact, in the Trustee's name, place and stead and for the Trustee's benefit, in connection with all Mortgage Loans and REO Properties assigned to the Assignee pursuant to the AARs solely for the purpose of performing such acts and executing such documents in the name of DBNTC as necessary and appropriate to effectuate the following enumerated transactions in respect of any of the mortgages or deeds of trust (respectively, the "Mortgages" and the "Deeds of Trust") and promissory notes secured thereby (the "Mortgage Notes") for which the undersigned has acted as Trustee (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 Mortgage or Deed of Trust) and which were assigned to Assignee.

This Appointment shall expire, and be of no further force or effect, two-hundred and forty (240) days from the date hereof. This Appointment shall apply only to the following enumerated transactions and nothing herein or in the Agreement shall be construed to the contrary:

1. The recording of a Mortgage or Deed of Trust into the name of the Assignee or its designee to effect the intent of the parties to the AAR;
2. The assignment of any Mortgage or Deed of Trust and the related Mortgage Note, in connection with the purchase pursuant to the AAR of the Mortgage Loan secured and evidenced thereby;
3. The Execution of any deeds and instruments as are appropriate to effect the transfer or disposition of REO Properties transferred pursuant to the AAR; and
4. The taking of such actions and preparation and execution of such documents as are necessary to correct incorrect recordings regarding the Mortgage Loans and REO Properties transferred pursuant to the AAR;

The undersigned gives said Attorney-in-Fact 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 that said Attorney-in-Fact shall be effective as of August 15, 2019.

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 of attorney.

Nothing contained herein shall: (i) limit in any manner any indemnification provided to the Trustee under the Agreement or the AAR, (ii) limit in any manner the rights and protections afforded the Trustee under the Agreement or the AAR, or (iii) be construed to grant the Assignee the power to initiate or defend any suit, litigation or proceeding in the name of Deutsche Bank Trust Company Americas. If the Assignee receives any notice of suit, litigation or proceeding in the name of Deutsche Bank National Trust Company, then the Assignee shall promptly forward a copy of same to the Trustee.

This limited power of attorney is not intended to extend the powers granted to the Assignee under the AAR or to allow the Assignee to take any action with respect to Mortgage Loans, Deeds of Trust or Mortgage Notes not authorized by the Agreement.

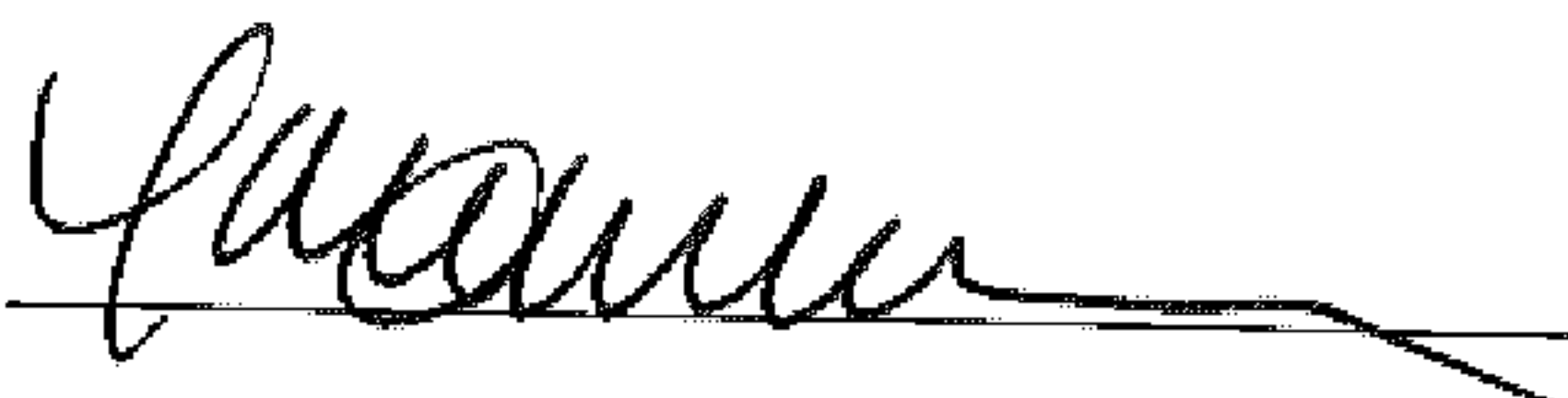
The Assignee hereby agrees to indemnify and hold the Trustee and its directors, officers, employees and agents harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by reason or result of or in connection with the exercise by the Assignee, or its attorneys-in-fact, 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 Trustee under the Agreement.

This Limited Power of Attorney is entered into and shall be governed by 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.

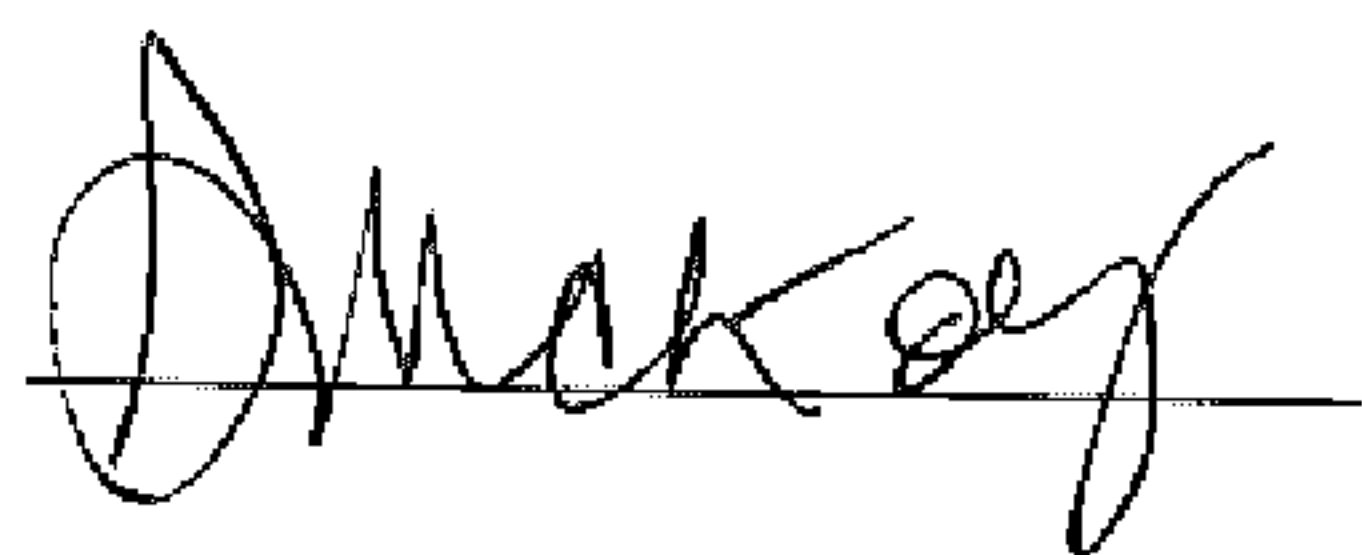
IN WITNESS WHEREOF, Deutsche Bank National Trust Company has caused these presents to be signed and acknowledged in its name and behalf by a duly elected and authorized signatory this 15th day of August 2019.

Deutsche Bank National Trust Company, solely in its capacity as
Trustee of the Trust listed on Exhibit A

By: 

Name: Katherine M. Wannenmacher
Title: Vice President

Prepared by:
Sammi McKoy

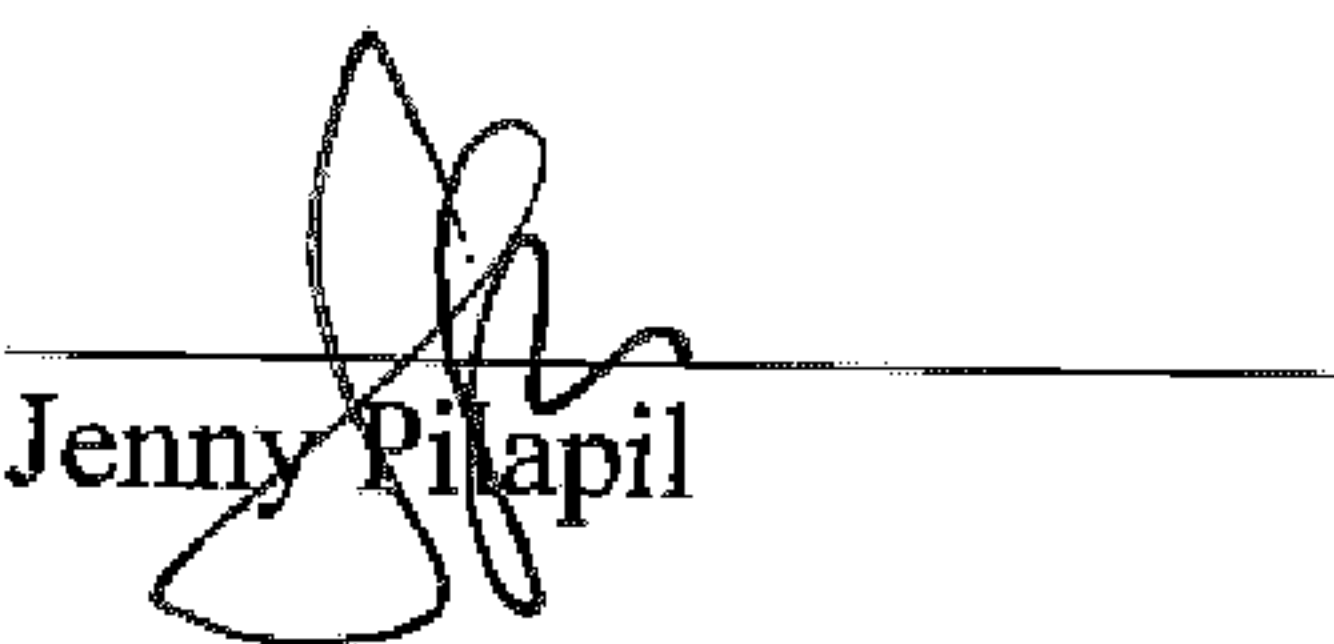


Witness:



Ballerie Hargrove

Witness:



Jenny Pilapil

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

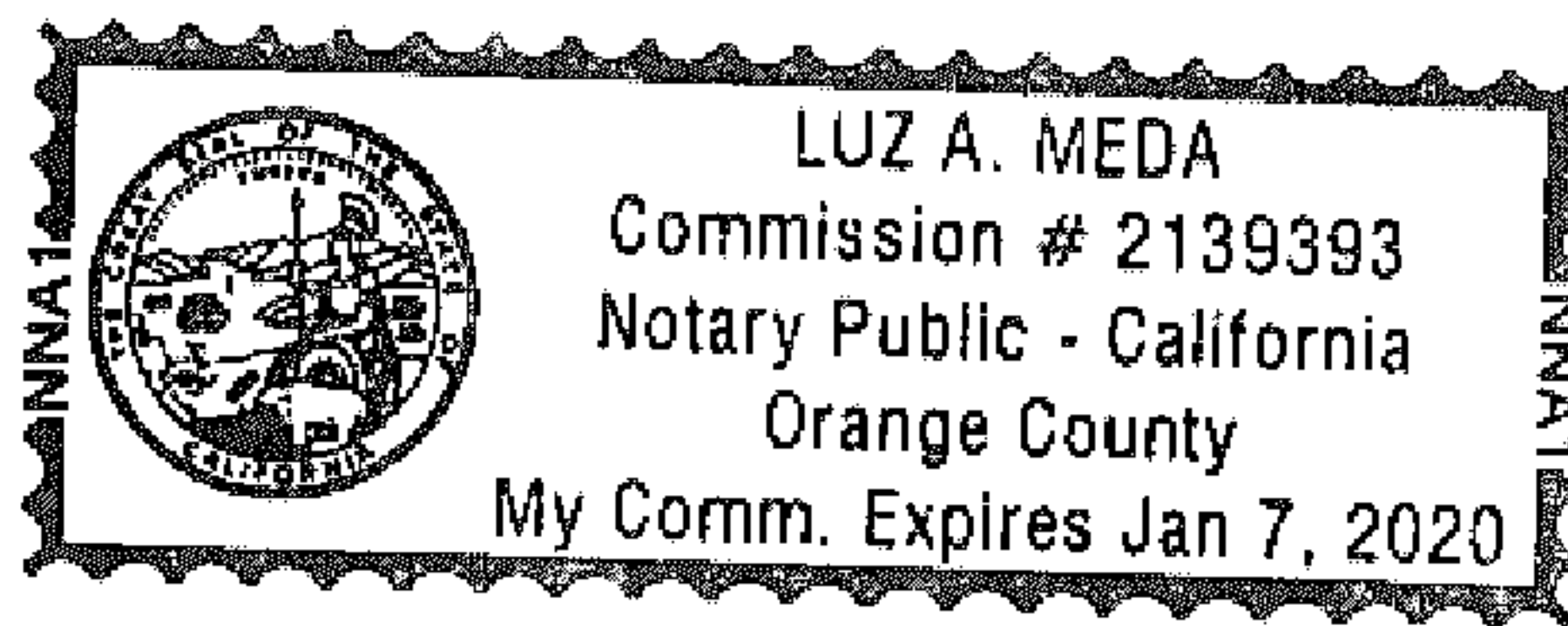
State of California)

County of Orange

On August 15, 2019 before me, Luz A. Meda, Notary Public
Here Insert Name and Title of the Officer

personally appeared Katherine M. Wannenmacher*Name(s) of Signer(s)*

who 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 she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

*Place Notary Seal Above*

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 of Notary Public

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document**OPTIONAL**

Title or Type of Document: Limited Power of Attorney Document Date: 8/15/19
 Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)Signer's Name: Katherine M. Wannenmacher

Signer's Name: _____

☒ Corporate Officer — Title(s): Vice President☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Individual ☐ Attorney in Fact☒ Trustee ☐ Guardian or Conservator☐ Trustee ☐ Guardian or Conservator☐ Other: _____☐ Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

Exhibit A

Pooling and Servicing Agreement (the "Agreement") dated as of July 1, 2004 for Ameriquest Mortgage Securities Inc., Asset-Backed Pass-Through Certificates, Series 2004-R7.

Pooling and Servicing Agreement (the "Agreement") dated as of August 1, 2003 for Ameriquest Mortgage Securities Inc., Asset-Backed Pass-Through Certificates, Series 2003-8.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
12/02/2019 04:04:19 PM
\$34.00 CHARITY
20191202000445400

Allen S. Bayl