Recording Requested By and When Recorded, Mail To: PHH Mortgage Corporation 5720 Premier Park Dr West Palm Beach, FL 33407 Attn: Record Services

## 4759

## LIMITED POWER OF ATTORNEY

1. Wells Fargo Bank, National Association, having an office at 9062 Old Annapolis Road, Columbia, MD 21045, not in its individual or banking capacity, but solely in its capacity as Trustee (the "Trustee") under that certain Pooling and Servicing Agreement dated as of November 1, 2004 by and among Morgan Stanley ABS Capital I Inc., as Depositor, Option One Mortgage Corporation, as Servicer and Responsible Party, and the Trustee, relating to Morgan Stanley ABS Capital I Inc. Trust 2004-OP1, Mortgage Pass-Through Certificates, Series 2004-OP1 (the "Trust") and any related governing transactional and servicing agreement(s) (collectively, the "Agreements") hereby constitutes and appoints

## PHH Mortgage Corporation

having an office at 1661 Worthington Road, Suite 100, West Palm Beach Florida 33406, as its true and lawful attorney-in-fact (the "Attorney-in-Fact"), acting by and through its authorized officers, with full authority and power to execute and deliver on behalf of the Trustee any and all of the following instruments to the extent consistent with the terms and conditions of the Agreements:

- i) all documents with respect to residential mortgage loans held as collateral by the Trust which are customarily and reasonably necessary and appropriate for the satisfaction, cancellation, or partial or full release of any mortgages, deeds of trust, or deeds to secure debt upon payment and discharge of all sums secured thereby;
- (ii) any such deeds and instruments as are appropriate to effect the transfer or disposition of real property held as collateral by the Trust and vested in the name of the Trustee on behalf of the Trust, but only to the extent such transfer or disposition conveys to, and vests title to said real property with either a) NRZ REO Inventory LLC, b) NRZ Sponsor IX LLC, c) NRZ REO IX LLC, or d) an affiliated company that shall be designated by Newrez LLC d/b/a Shellpoint Mortgage Servicing, as terminating servicer (and not an individual purchaser);
- (iii) all documents and instruments necessary to effect a) any assignment of mortgage or assignment of deed of trust, b) any endorsement of promissory notes and/or other negotiable instruments relating to the residential mortgage loans held as collateral by the Trust; and,
  - (iv) all other comparable instruments.
- 2. This Limited Power of Attorney shall apply only to the foregoing enumerated transactions and shall be limited to the above-mentioned exercise of power. This instrument is to be construed and interpreted only 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 should not be construed as, a general power of attorney.
- 3. Third parties without actual notice may rely upon the power granted to said attorney-in-fact under this Limited Power of Attorney and may assume that, upon the exercise of such power, all conditions precedent to such exercise of power have been satisfied and this Limited Power of Attorney has not been revoked. This Limited Power of Attorney shall supersede and replace any other limited power of attorney executed by the Trustee in connection with the Agreements in favor of the Attorney-in-Fact and any such other limited power of attorney shall be deemed revoked by this writing.

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- 4. This Limited Power of Attorney is effective as of the date below and shall remain in full force and effect until the earliest to occur of the following: (a) an instrument of revocation has been recorded. (b) the Trustee provides written notice of revocation of this Limited Power of Attorney to the Attorney-in-Fact, or (c) June 30, 2020.
- 5. Nothing contained in this Limited Power of Attorney shall (i) limit in any manner any indemnification obligation provided by the Servicer to the Trustee or Trust under the Agreements or any document related thereto, or (ii) be construed to grant the Attorney-in-Fact the power to initiate or defend any suit, litigation, or proceeding in the name of the Trustee or Trust except as specifically provided for herein or under the Agreements.

Dated: November 26, 2019

Attest:

By: Sarah M. Williams Its: Assistant Secretary

Unofficial Witnesses:

Barbara Kiedrowska

Wells Fargo Bank, National Association, not in its individual or banking capacity, but solely as Trustee on behalf of the Trust

By: Lynn/Mizrahi-Shindel

Its: Vice President

Nathan Vaccaro

STATE OF MARYLAND

COUNTY OF HOWARD

**SS**:

On the 26 day of November in the year 2019 before me, the undersigned, personally appeared Lynn Mizrahi-Shindel personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity as Vice President, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

ABIGAIL MANSFIELD Notary Public-Maryland Baltimore City My Commission Expires March 21, 2023

Notary Public: Alligail Mansfield My commission expires: March 21, 2023

> Official Public Records Judge of Probate, Shelby County Alabama, County Clerk Shelby County, AL 02/03/2020 02:36:43 PM \$25.00 MISTI

Filed and Recorded

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