

AFTER RECORDING RETURN TO  
ATTN: POA  
4000 Horizon Way  
Irving, TX 75063

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 (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, Nationstar Mortgage LLC d/b/a Mr. Cooper (the "Servicer") having an office at 8950 Cypress Waters Blvd, Coppell, TX 75019 and one or more assignees designated by Nationstar (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 Nationstar by and through the Nationstar 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 February 12, 2020.

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 National Trust Company. 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.


20200507000179300 05/07/2020 09:51:00 AM POA 3/6

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 12<sup>th</sup> day of February, 2020.

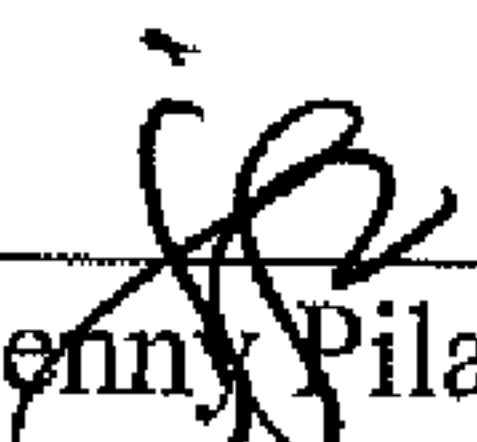
Deutsche Bank National Trust Company, solely in its capacity as  
Trustee for the Trusts listed on Exhibit A

By:   
Name: Katherine M. Wannenmacher  
Title: Vice President

Witness:   
Name: Shing Hsu

Witness:   
Name: Tim Avakian

Prepared by:

  
Name: Jenny Pilapil  
Title: Trust Administrator  
Address: 1761 East. St. Andrew Place  
Santa Ana, CA 92705-4934

## 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

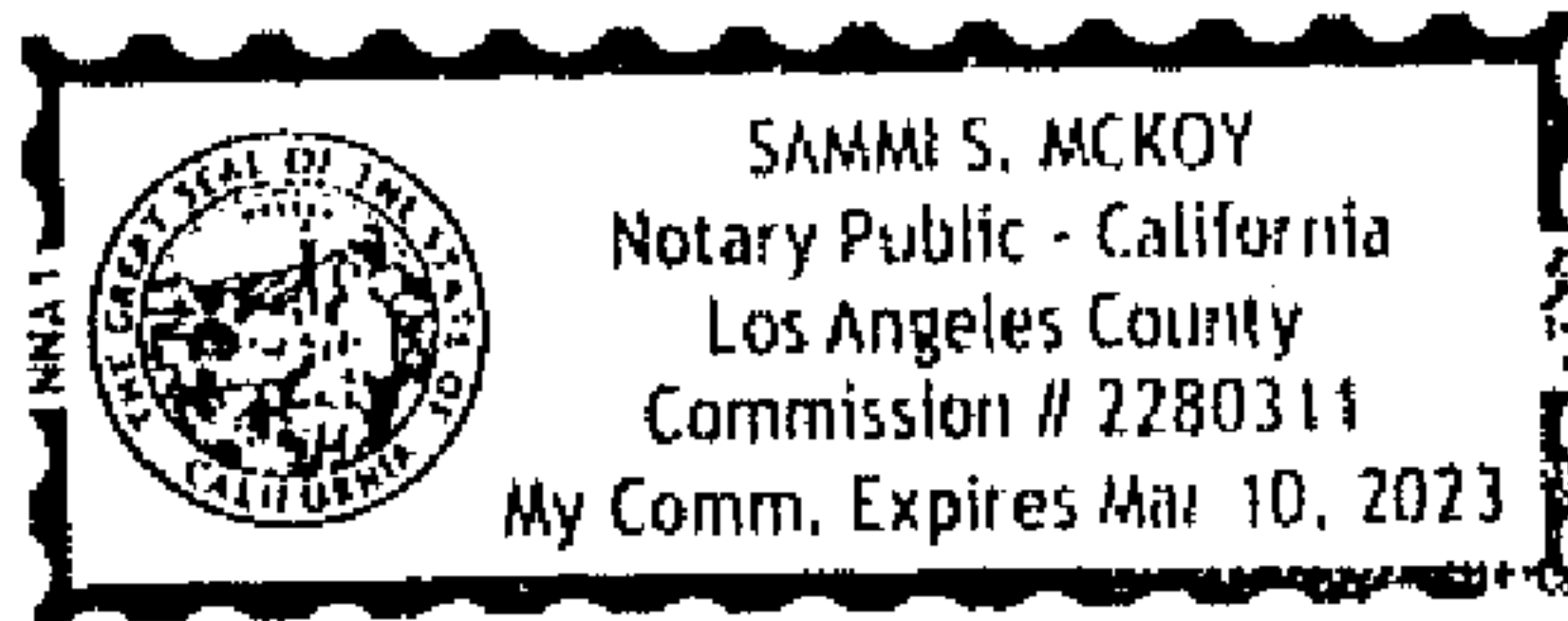
On February 12, 2020 before me, Sammi S. McKoy, Notary Public  
*Here Insert Name and Title of the Officer*

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.

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 *Sammi S. McKoy*  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*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**

Title or Type of Document: LPOA

Document Date: \_\_\_\_\_ 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**

AMSI 2005-R2	AMERIQUEST MORTGAGE SECURITIES INC., ASSET-BACKED PASS-THROUGH CERTIFICATES SERIES 2005-R2
AMSI 2003-1	AMERIQUEST MORTGAGE SECURITIES INC., Asset-Backed Pass-Through Certificates Series 2003-1
ARSI 2004-W1	ARGENT SECURITIES INC., Asset-Backed Pass-Through Certificates Series 2004-W1
ARSI 2004-W5	ARGENT SECURITIES INC., Asset-Backed Pass-Through Certificates Series 2004-W5
ARSI 2004-W6	ARGENT SECURITIES INC., Asset-Backed Pass-Through Certificates Series 2004-W6
ABFC 2001-AQ1	Asset Backed Funding Corporation, ABFC Mortgage Loan Asset-Backed Certificates, Series 2001-AQ1
AMSI 2003-10	Amerquest Mortgage Securities Inc. Asset-Backed Pass-Through Certificates Series 2003-10
AMSI 2003-13	Amerquest Mortgage Securities Inc. Asset-Backed Pass-Through Certificates Series 2003-13
AMSI 2003-5	Amerquest Mortgage Securities Inc. Asset-Backed Pass-Through Certificates Series 2003-5
AMSI 2003-6	Amerquest Mortgage Securities Inc. Asset-Backed Pass-Through Certificates Series 2003-6
AMSI 2003-8	Amerquest Mortgage Securities Inc. Asset-Backed Pass-Through Certificates Series 2003-8
AMSI 2003-9	Amerquest Mortgage Securities Inc. Asset-Backed Pass-Through Certificates Series 2003-9
AMSI 2003-IA1	Amerquest Mortgage Securities Inc. Asset-Backed Pass-Through Certificates Series 2003-IA1
AMSI 2004-IA1	Amerquest Mortgage Securities Inc. Asset-Backed Pass-Through Certificates Series AMSI 2004-IA1
AMSI 2004-R7	Amerquest Mortgage Securities Inc. Asset-Backed Pass-Through Certificates Series 2004-R7
ARSI 2003-W2	Argent Securities, INC. Asset-Backed Pass-Through Certificates Series 2003-W2
ARSI 2003-W7	Argent Securities, INC. Asset-Backed Pass-Through Certificates Series 2003-W7
ARSI 2003-W9	Argent Securities, INC. Asset-Backed Pass-Through Certificates Series 2003-W9
ARSI 2004-W4	Argent Securities, INC. Asset-Backed Pass-Through Certificates Series 2004-W4
CDCMC 2001-HE1	CDC Mortgage Capital Trust 2001-HE 1 Mortgage Pass-Through Certificates, Series 2001-HE1
CMLTI 2003-HE2	Citigroup Mortgage Loan Trust Inc. Asset Backed Pass-Through Certificates Series 2003-HE1
FHLT 2004-1	FINANCIAL ASSET SECURITIES CORP., Fremont Home Loan Trust 2004-1 Asset-Backed Certificates, Series 2004-1

GSAMP 2002-HE2	GSAMP TRUST 2002-HE2, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2002-HE2
GSAMP 2003-NC1	GSAMP TRUST 2003-NC1, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2003-NC1
GSAMP 2004-HE2	GSAMP TRUST 2004-HE2, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2004-HE2
MASD 2004-2	Mastr Specialized Loan Trust 2004-02 Mortgage Pass-Through Certificates
MASTR 2003-5	Mastr Asset Securitization Trust 2003-5 Mortgage Pass-Through Certificates, Series 2003-5
MSAC 2003-HE1	Morgan Stanley ABS Capital I Inc. Trust 2003-HE1 Mortgage Pass-Through Certificates, Series 2003-HE1
MSAC 2003-NC6	Morgan Stanley ABS Capital I Inc. Trust 2003-NC6 Mortgage Pass-Through Certificates, Series 2003-NC6
MSAC 2004-NC1	Morgan Stanley ABS Capital I Inc. Trust 2004-NC1 Mortgage Pass-Through Certificates, Series 2004-NC1
MSDWC 2002-AM2	Morgan Stanley Dean Witter Capital I Inc. Trust 2002-AM2 Mortgage Pass-Through Certificates, Series 2002-AM2
MSDWC 2002-NC5	Morgan Stanley Dean Witter Capital I Inc. Trust 2002-NC5 Mortgage Pass-Through Certificates, Series 2002-NC5
MSDWC 2003-NC4	Morgan Stanley Dean Witter Capital I Inc. Trust 2003-NC4 Mortgage Pass-Through Certificates, Series 2003-NC4
MSHEL 2005-1	Morgan Stanley Home Equity Loan Trust 2005-1 Mortgage Pass-Through Certificates, Series 2005-1
MSHEL 2005-3	Morgan Stanley Home Equity Loan Trust 2005-3 Mortgage Pass-Through Certificates, Series 2005-3
MSHEL 2005-4	Morgan Stanley Home Equity Loan Trust 2005-4 Mortgage Pass-Through Certificates, Series 2005-4
MSHEL 2006-1	Morgan Stanley Home Equity Loan Trust 2006-1 Mortgage Pass-Through Certificates, Series 2006-1
SBM7 2003-HE1	Salomon Brothers Mortgage Securities VII, Inc. Citigroup Home Equity Loan Trust, Series 2003-HE1 Asset Backed Pass-Through Certificates Series 2003-HE1
SVHE 2003-1	Soundview Home Loan Trust 2003-1 Asset-Backed Certificates, Series 2003-1



Filed and Recorded  
 Official Public Records  
 Judge of Probate, Shelby County Alabama, County  
 Clerk  
 Shelby County, AL  
 05/07/2020 09:51:00 AM  
 \$37.00 CHERRY  
 20200507000179300

*Allen S. Bayl*