7/19/07 9:43:36 SS
P BK 121 PG 13
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

After recording, return to:
Wilshire Credit Corporation
14523 SW Millikan Way, Suite 200
Beaverton, OR 97005
Attention: Charlene Busselaar

501-661-1000

Dyke, Henry Goldsholl & Winzerling, P.L.C.
555 Plaza West Building
415 North McKinley
Little Rock, Arkansas 72205

Limited Power of Attorney

South Point Inc., a company organized unler the laws of Delaware, having its principal office located at 4 World Financial Center, 9th Floor, New York, NY 10080, hereby makes, constitutes and appoints **Wilshire Credit Corporation**, having its office located at 14523 SW Millikan Way, Suite 200, Beaverton, OR 97006, its true and lawful attorney-in-fact, with full power and authority to sign, execute, acknowledge, deliver, file or record, and record any instrument on its behalf and to perform such other act or acts as may be customarily and reasonably necessary and appropriate to effectuate the following enumerated transactions in respect of any of the mortgages or deeds of trust (the "Mortgages") and promissory notes secured thereby (the "Mortgage Notes") in the name of South Point Inc., for which Wilshire Credit Corporation is acting as Servicer.

This appointment shall apply to the following enumerated transactions only:

1. The modification of re-recording of a Mortgage, where said modification or re-recording is for the purpose of correcting the Mortgage to conform to the original intent of the parties or to correct title errors discovered after such title insurance was issued and said modification or re-recording, in either instance, does not adversely affect the lien of the Mortgage as insured.
2. The subordination of the lien of a Mortgage.
3. The execution of partial satisfactions/releases, partial reconveyances or the execution of requests to trustees to accomplish same.
4. With respect to a Mortgage, the foreclosure, the taking of a deed in lieu of foreclosure, or the completion of judicial or non-judicial foreclosure or termination, cancellation or rescission of any such foreclosure, including, without limitation, any and all of the following acts:

    a. The substitution of trustee(s) serving under a deed of trust;
    b. Statements of breach of non-performance;
    c. Notices of default;
    d. Cancellations/rescissions of notices of default and/or notices of sale;
    e. The taking of a deed in lieu of foreclosure; and
    f. Such other documents and actions as may be necessary under the terms of the Mortgage or state law to expeditiously complete said transactions.

5. The conveyance of the properties to the mortgage insurer, or the closing of the title to the property to be acquired as real estate owned, or conveyance of title to or on real estate owned.
6. The completion of loan assumption agreements.
7. The full satisfaction/release of a Mortgage or full reconveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.
8. The assignment of any Mortgage and the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby pursuant to the requirements of the Servicing Agreement including, without limitation, by reason of a conversion or adjustable rate mortgage loan from a variable rate to a fixed rate.
9. The full assignment of a Mortgage upon payment and discharge of all sums secured thereby in conjunction with the refinancing thereof, including, without limitation, the endorsement of the related Mortgage Note.

The undersigned gives Wilshire Credit Corporation 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.

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 has not been revoked unless an instrument of revocation has been made in writing by the undersigned.

South Point Inc.

Name:
WITNESS

Name: Andrew Beattie
Title: Vice President

Name:
WITNESS

State of Oregon

County of Washington

On June 29, 2007, before me, the undersigned, a Notary Public in and for said state, personally appeared Andrew Beattie, Vice President for South Point Inc., personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed that same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted and executed the instrument.

WITNESS my hand and official seal.
(SEAL)

Notary Public

OFFICIAL SEAL
ALMETA JEFFERSON
NOTARY PUBLIC-OREGON
COMMISSION NO. 407498
MY COMMISSION EXPIRES JUNE 20, 2010