

Return to:
O'BRIEN LAW FIRM, LLC
1630 Goodman Rd. East-Suite 5
Spartanburg, MS 38671
(662) 349-3339

P 9/07/07 10:35:00 pa
BK 121 PG 668 pa
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

Limited Power of Attorney

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07080207

This Limited Power of Attorney is executed as of January 18, 2007 by **LIQUIDATION PROPERTIES INC** having an office at 390 Greenwich Street, New York, NY 10013 ("Owner"), appointing as attorney-in-fact **REGIONS BANK** having an office at 215 Forrest Street, Hattiesburg, MS 39401 ("Regions").

RECITALS:

- A. Owner and Regions entered into an Agreement, pursuant to which Regions will service mortgage loans and/or REO Properties on behalf of Owner.
- B. In connection with Regions performance of such functions, Regions has requested that the Owner authorize Regions to execute certain documents on the Owner's behalf as further described herein.

Regions is authorized to act as attorney-in-fact in the following limited circumstances:

Owner hereby appoints Regions as its attorney-in-fact, with full power of substitution, to exercise at any time all or any of the following powers: (i) to execute, endorse, and acknowledge on behalf of Owner all documents customarily and reasonably necessary and appropriate to collect payments against, to liquidate, satisfy or cancel any mortgage or to give a partial release, modification, discharge, extension, or subordination of any mortgage in accordance with standard Fannie Mae servicing procedures and such other guidelines as provided by Owner from time to time, and to otherwise manage and service the Mortgage Loans and properties in accordance with standard Fannie Mae guidelines; (ii) to execute on behalf of Owner any assignments, documents or instruments necessary to assign, convey, or otherwise transfer its interest in the Mortgage Loans as per standard Fannie Mae servicing procedures or right of assignment in an insurance contract including but not limited to the sale, conveyance or assignment of a mortgage and note to the Secretary of Housing and Urban Development or the Secretary of Veterans Affairs; (iii) to execute documents on behalf of Owner in connection with any bankruptcy or receivership of a mortgagor whose Mortgage Loan is serviced by Regions on behalf of Owner; (iv) to execute on behalf of Owner any documents necessary to carry out foreclosure of any mortgaged property securing a Mortgage Loan subject to standard Fannie Mae servicing procedures, including but not limited to a Substitution of Trustee, (v) to execute on behalf of the Owner any necessary documents to effectuate an eviction, unlawful detainer or similar dispossessory proceeding, and (vi) to execute on behalf of Owner any documents necessary for the offer, listing, closing of sale and conveyance of real estate owned ("REO") property in accordance with standard Fannie Mae guidelines and such other guidelines as provided by Owner from time to time. This limited power of attorney is not intended to extend the powers granted to Regions under any Agreement or to allow Regions to take any action with respect to a Mortgage Loan not authorized by Owner pursuant to standard Fannie Mae servicing procedures or such other guidelines as provided by

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Owner from time to time.

C. Owner represents that any bank, title company, courts, governmental agencies, or other institutions may rely on this Limited Power of Attorney in honoring the acts of Regions hereunder.

D. Regions hereby agrees to indemnify and hold the Owner 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 Regions of the powers granted to it hereunder. The foregoing indemnity shall survive the termination of this Limited Power of Attorney.

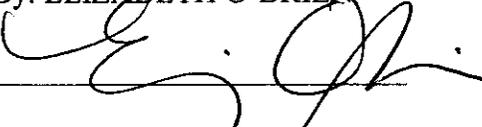
E. This Limited Power of Attorney is entered into and shall be governed by the laws of the state of New York. To the extent permitted by other applicable law, the terms and provisions of this Agreement shall control in the event of any conflict between such terms or provisions.

F. This Limited Power of Attorney shall terminate on the termination of the Servicing Agreement and shall not apply to a Mortgage Loan that has been transferred into a security or otherwise conveyed to a third party by Owner.

IN WITNESS WHEREOF, the parties have executed this Limited Power of Attorney on the day and year first above written.

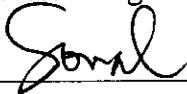
LIQUIDATION PROPERTIES INC

By: ELIZABETH O'BRIEN

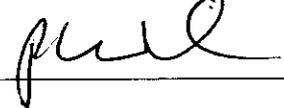


Title: Authorized Signatory

Witness: Shegun Onakomaiya



Witness: Patrick Collins



STATE OF NEW YORK)

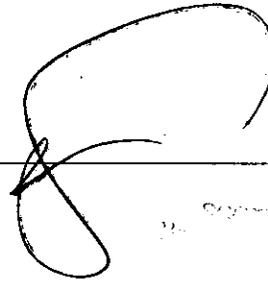
: ss.

COUNTY OF NEW YORK)

On the 18th of January, 2007 before me, a Notary Public in and for said State, personally appeared ELIZABETH O'BRIEN of **LIQUIDATION PROPERTIES INC.** personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the preceding instrument and acknowledged to me that they executed the same in their authorized capacities and that by their signatures on the instrument the persons or the entities upon behalf of which the persons acted, executed the instrument as of January 18, 2007

WITNESS my hand and official seal.

Notary Public



Indexing Instructions:

lot 1859, DeSoto Village Subdivision
S33, T1S, R8W