

RETURN TO:
SHAPIRO & MASSEY
1910 LAKELAND DRIVE, SUITE B
JACKSON, MS 39216
601-981-9299
07-0112

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P. [Signature]
1181108
LIMITED POWER OF ATTORNEY

BOOK 6967 PAGE 75

1/08/09 10:33:51
BK 130 PG 36
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

KNOWN ALL MEN BY THESE PREMISES:

That Ameriquest Mortgage Company, a Delaware corporation, and having an office located at 1100 Town & Country Road, Orange, California 92868, hath made constituted and appointed, and does by these presents make, constitute and appoint AMC Mortgage Services Inc., a corporation organized and existing under the laws of the State of Delaware, its true and lawful Attorney-in Fact, with full power and authority to sign, execute, acknowledge, deliver, file for 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 "Deeds of Trust", respectively) and promissory notes secured thereby (the "Mortgage Notes").

This appointment shall apply to the following enumerated transactions only:

1. The modification or re-recording of a Mortgage or Deed of Trust, where said modification or recording is for the purpose of correcting the Mortgage or Deed of Trust to conform same to the original intent of parties thereto 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 or Deed of Trust as insured.
2. The subordination of the lien of a Mortgage or Deed of Trust to an easement in Favor of a public utility company or a government agency or unit with power of eminent domain; this section shall include, without limitation, the execution of partial satisfaction/releases, partial reconveyances or the execution of requests to trustees to accomplish same.
3. With respect to a Mortgage or Deed of Trust, 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, but not limited to, any and all of the following acts:
 - a. The substitution of trustee(s) serving under a Deed of Trust, in accordance with state law and the Deed of Trust;
 - b. Statements of breach or 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, Deed of Trust or state law to expeditiously complete said transactions.
4. 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 of real estate owned, including, but not limited to, Assignments of Sheriff's Certificates of Sale.
 5. The completion of loan assumption agreements.
 6. The full satisfaction/release of a Mortgage or Deed of Trust or full reconveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.
 7. The assignment of any Mortgage or Deed of Trust and the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby pursuant to the requirements of Ameriquest Mortgage Company, including, without limitation, by reason of conversion of an adjustable rate mortgage loan from a variable rate to a fixed rate.
 8. The full assignment of a Mortgage or Deed of Trust upon payment and discharge of all sums secured thereby in conjunction with the refinancing thereof, including without limitation, the assignment of the related Mortgage Note.

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 of 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 the said Attorney-in-Fact shall lawfully do or cause to be done by authority hereof.

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.

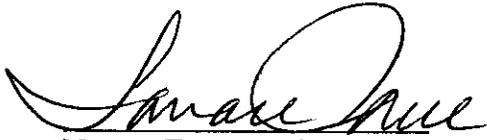
STATE OF MS
COUNTY OF HINDS
FILED - RECORDED
1ST DISTRICT

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Ameriquest Mortgage Company



Name: Tamara Price

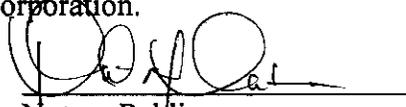
Title: Vice President

STATE OF CALIFORNIA

SS.

COUNTY OF ORANGE

On MARCH 26th, 2007, before me a Notary Public within and for said County, personally appeared TAMARA PRICE, the respective Vice President of Ameriquest Mortgage Company, a Delaware corporation, the corporation.



Notary Public

My Commission Expires _____



After the recording, please mail to:

AMC Mortgage Services Inc
505 City Parkway West Suite 100
Orange, CA 92868