

20/09

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DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

UPS

Prepared by and Return to:  
Donna Stinson  
Citimortgage, Inc.  
C/O Verdugo Trustee Service Corporation  
5280 Corporate Drive  
Frederick, MD 21703

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LIMITED POWER OF ATTORNEY

UPS

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Wilmington Finance, Inc. (hereinafter called "Seller") hereby appoints CitiFinancial Mortgage Company, Inc. ("Purchaser"), as its true and lawful attorney-in-fact to act in the name, place and stead of Seller for the purposes set forth below. This Limited Power of Attorney is given pursuant to a certain Master Mortgage Loan Purchase Agreement by and between Seller and CitiFinancial Mortgage Company, Inc. (the "Agreement") to which reference is made for the definition of all capitalized terms herein.

Now therefore, Seller does hereby constitute and appoint Purchaser the true and lawful attorney-in-fact of Seller and in Seller's name, place, and stead with respect to each mortgage loan sold to Purchaser pursuant to the Agreement for the following, and only the following, purposes:

- To execute, acknowledge, seal and deliver deed of trust/mortgage note endorsements, assignments of deed of trust/mortgage and other recorded documents, satisfactions/releases/reconveyances of deed of trust/mortgage, tax authority notifications and declarations, deeds, bills of sale, and other instruments of sale, conveyance, and transfer, appropriately completed, with all ordinary or necessary endorsements, acknowledgments, affidavits, and supporting documents as may be necessary or appropriate to effect its execution, delivery, conveyance, recordation or filing.
- To negotiate Loan payment checks, hazard insurance claim checks and similar negotiable instruments received related to the Loans and take other actions incident to its ownership and servicing of the Loans.

Seller intends that this Limited Power of Attorney be coupled with an interest and is not revocable.

Seller further grants to its attorney-in-fact full authority to act in any manner both proper and necessary to exercise the foregoing powers, and ratifies every act that Purchaser may lawfully perform in exercising those powers by virtue hereof. Seller further grants to Purchaser the limited power of substitution and revocation of another party for the purposes set forth therein, hereby ratifying and confirming all that the attorney in fact, or a substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers.

Purchaser shall indemnify, defend, and hold harmless Seller, its successors and assigns, from and against any and all losses, costs, expenses (including, without limitation, reasonable attorneys' fees), damages, liabilities, demand, or claims of any kind whatsoever, ("Claims") arising out of, related to, or in connection with (i) any act taken by Purchaser pursuant to this Limited Power of Attorney, which act results in a Claim solely by virtue of the unlawful use of this Limited Power of Attorney (and not as a result of a Claim related to the underlying instrument with respect to which this Limited Power of Attorney has been used), or (ii) any use or misuse of this Limited Power of Attorney in any manner or by any person or entity not expressly authorized hereby.

IN WITNESS WHEREOF, Seller has executed this Limited Power of Attorney this 29 MAY, 2003

Wilmington Finance, Inc.:

By: [Signature]  
Name (Print): CARL MESSINA  
Title: SVP

Witnesses:

[Signature]  
[Signature]

STATE OF: PA

COUNTY OF: MONTGOMERY

BEFORE ME, Suzanne E. Levin, a Notary Public in and for the jurisdiction aforesaid, on this 29 day of May, 2003 personally appeared Carl Messina, who is personally known to me to be Carl Messina. The person who executed the foregoing instrument to be his/her free and voluntary act and deed as SVP for the uses, purposes and consideration therein set forth.

Witness my hand and official seal this 29 of May, 2003  
My Commission Expires:

[Signature]  
Notary Signature

Notarial Seal  
Suzanne E. Levin, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires Aug. 5, 2006  
Member Pennsylvania Association of Notaries

State of Arkansas, County of St. Francis  
Filed for record the 9 day of April, 2003 at 10:30  
O'clock A.M. and recorded in Book 801 Page 61  
(BETTE S. GREEN), Circuit Clerk  
by [Signature] D.C. 64266

APPOINTMENT OF SUBSTITUTE UNDER POWER OF ATTORNEY

To All Whom These Presents Shall Come, Greeting:

Whereas, Wilmington Finance, Inc., by a power of attorney under its hand dated May 29, 2003, appointed the undersigned, CitiFinancial Mortgage Company, Inc., its attorney in fact for it and in its name, with limited power of substitute to appoint another to endorse or assign notes or security instruments in Wilmington Finance, Inc., in connection with a Purchase Agreement.

Now, therefore, by virtue of such power, CitiFinancial Mortgage Company, Inc., hereby appoints Orion Financial Group, Inc., or any of its authorized agents, employees or representatives to be the attorney in fact of the said Wilmington Finance, Inc., for it and in its name, to do and perform only the acts of endorsing or assigning those notes, contracts, and other evidence of debt and the related security instruments.

Sheree Burr  
Witness: Sheree Burr

Krystal Muhammad  
Witness: Krystal Muhammad

CitiFinancial Mortgage Company, Inc.

By: [Signature]

Name: Steve Crowell

Title: Vice President

NOTARY PUBLIC  
COUNTY OF DALLAS  
STATE OF TEXAS  
[Signature]



ACKNOWLEDGEMENT

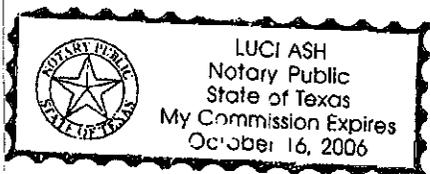
State of Texas

County of Dallas

Personally appeared before me, the undersigned authority in and for the said County and State, 6/10/2003, within my jurisdiction, the within named Steve Crowell who acknowledged that she is the Vice President of CitiFinancial Mortgage Company, Inc., and that for and on behalf of the said corporation, and as its act and deed she executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Witness my hand and official seal.

[Signature]  
Notary Public, Luci Ash  
My Commission Expires: 10/16/2006



D203256258  
ORION FGI  
2860 EXCHANGE BLVD 100  
SOUTHLAKE TX 76092

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T O : O R I O N F G I

RECEIPT NO	REGISTER	RECD-BY	PRINTED DATE	TIME
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B Y: \_\_\_\_\_

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE  
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE  
IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

THIS IS A TRUE COPY OF  
THE ORIGINAL FILED BY  
SUZANNE HENDERSON, COUNTY CLERK  
TARRANT COUNTY, TEXAS

