

1/26/10 9:02:28
DK P BK 135 PG 726
DESOLO COUNTY, MS
M.E. DAVIS, CH CLERK

Prepared by and
Return to:
First National Title, LLC
6880 Cobblestone Blvd, Suite 2
Southaven, MS 38672
(662) 892-6638
File # 16905

LIMITED POWER OF ATTORNEY

Pursuant to the ASSET MANAGEMENT AND DISPOSITION AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement"; capitalized terms not defined herein have the definitions assigned to such terms in the Agreement), dated as of the 27th day of June 2009, between Random Properties Acquisition Corp. III ("Owner") and Reverse Mortgage Solutions, Inc. ("Manager"), Owner hereby appoints Manager as its true and lawful attorney-in-fact and in its name, place and stead to take the following designated actions with respect to any mortgage loan or real estate owned property (collectively, a "Mortgage Loan") which is subject to the Agreement:

1. To ask, demand, sue for, collect and receive all sums of money, debts or other obligations of any kind with respect to a Mortgage Loan which are now or shall after this date become due, owing or payable, or otherwise belong to the Owner; to settle and compromise any of such debts or obligations that may be or become due to the Owner; to endorse in the name of the Owner for deposit in the appropriate account any instrument payable to or to the order of the Owner; in each case with respect to a Mortgage Loan.

2. To make demand(s) on behalf of the Owner upon any or all parties liable on a Mortgage Loan; to declare defaults with respect to a Mortgage Loan; to give notices of intention to accelerate; to give notices of acceleration and any other notices as Manager deems reasonably necessary and appropriate; to post all notices as required by law and the documents securing a Mortgage Loan in order to foreclose such Mortgage Loan; to handle all aspects of foreclosure on behalf of the Owner, including, but not limited to, conducting the foreclosure sale, bidding for the Owner and executing all documents, including all deeds and conveyances, needed to effect such foreclosure sale and/or liquidation; to execute any documents or instruments necessary for the offer, listing, closing of sale, and conveyance of REO Property, including, but not limited to, grant, warranty, quit claim and statutory deeds or similar instruments of conveyance; to execute any documents or instruments in connection with any bankruptcy or receivership of a mortgagor on a Mortgage Loan; to file suit and prosecute legal actions against all parties liable for amounts due under a Mortgage Loan, including, but not limited to, any deficiency amounts due following foreclosure; to take such other actions and exercise such rights which may be taken by Owner under the terms of any Mortgage Loan, including, but not limited to, satisfaction, release, cancellation or discharge of mortgage, eviction, unlawful detainer, or similar dispossessory proceeding, sale, taking possession of, release of security instruments, realization upon all or any part of a Mortgage Loan or any collateral therefor or guaranty thereof; and to assign, convey, accept, or otherwise transfer, Owner's interest in any Mortgage Loan.

3. To perform all other acts and do all other things as may be reasonably necessary to manage and service the Mortgage Loans or real estate owned property under the terms of the Agreement.

This instrument is to be construed and interpreted as a Limited Power of Attorney regarding a Mortgage Loan. The enumeration of specific items, acts, rights and powers is not intended to, nor does it give rise to and it is not to be construed as a general power of attorney. Notwithstanding anything herein to the contrary, use of this Limited Power of Attorney is restricted to use in connection with the Mortgage Loans as defined in the Agreement and is limited to those actions reasonable and necessary for the Manager to carryout the provisions of the Agreement in accordance with the terms thereof, applicable law and accepted servicing practices of prudent servicers.

The rights, powers and authority of the Manager as attorney-in-fact of the Owner under this Limited Power of Attorney shall commence on the date of execution hereof and shall remain in full force and effect as a limited and revocable power of attorney which may be revoked at any time in writing by the Owner until the date on which the Manager ceases to act as Manager under the above-referenced Agreement.

This Limited Power of Attorney shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF the Owner has hereunto caused this Limited Power of Attorney to be executed by its duly authorized representatives on this 26th day of August, 2009.

Random Properties Acquisition Corp. III

By: C [Signature]
Name: Craig Eckes
Title: Managing Director

WITNESS:
By: [Signature]
Name: Sean Curran

WITNESS:
By: [Signature]
Name: Andrew Jewett

STATE OF CONNECTICUT)
) ss
COUNTY OF FAIRFIELD)

On August 26, 2009, before me personally appeared Craig Eckes, known to me to be a Managing Director of Random Properties Acquisition Corp. III, that executed the preceding Limited Power of Attorney and also known to me to be the person who executed it on behalf of said company, and acknowledged to me that such company executed the preceding Limited Power of Attorney.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the year and day in this certificate first written.

Kimberly J. Donnelly
Notary Public

Kimberly J. Donnelly
Notary Public
Commission Expires on 6/30/14

