

5/14/10 11:34:39
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DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

After Recording Mail to:
GMAC ResCap, Attn: Melissa Windler
One Meridian Crossings
Minneapolis, MN 55423
Mail Code 3-3-40

Limited Power of Attorney

return to:
JL LINCOLN HODGES
ATTORNEY AT LAW
2294 Germantown Rd. S.
Germantown, TN 38138
(901) 754-6440
MS Bar #2492

Return Document To: US Recordings, 2925 Country Drive, St. Paul, Minnesota USA 55117
Prepared by: Peggy Jordan, US Recordings, 2925 Country Drive, St. Paul, Minnesota USA 55117, 601-825-9508

KNOW ALL MEN BY THESE PRESENTS,

That Deutsche Bank Trust Company Americas (formerly known as Bankers Trust Company), as Trustee (together with its successors and assigns, the "Trustee") under Pooling and Servicing or Indenture Agreements pursuant to which Residential Funding Company, LLC, acts as Master Servicer, and such Trustee being, a New York Banking Corporation organized and existing under the laws of the State of New York, c/o Deutsche Bank National Trust Company having an office located at 1761 East St. Andrew Place, in the City of Santa Ana, State of California, 92705, has made, constituted and appointed, and does by these presents make, constitute and appoint Residential Funding Company, LLC, a limited liability company organized and existing under the laws of the State of Delaware, its trust 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 the "Deeds of Trust", respectively) and promissory notes secured thereby (the "Mortgages Notes") for which the undersigned is acting as Trustee for various certificate holders pursuant to certain Pooling and Servicing Agreements, specified on Exhibit A hereto (the "Agreements") (whether the undersigned is names therein as mortgagee or beneficiary or has become mortgagee by virtue of endorsement of the Mortgage Note secured by any such Mortgage or Deed of Trust) and for which Residential Funding Company, LLC is acting as master servicer.

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 the 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 and otherwise conforms to the terms of the applicable Agreement.
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. The qualified subordination of the lien of a Mortgage or Deed of Trust to a lien of a creditor that is created in connection with the refinancing of a debt secured by a lien that was originally superior to the lien of the Mortgage or Deed of Trust.
4. 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, without limitation, 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 action as may be necessary under the terms of the Mortgage, Deed of Trust of 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 of real estate owned.
 6. The completion of loan assumption agreements.
 7. 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.
 8. 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 a Residential Funding Corporation Seller Contract, including, without limitation, by reason of conversion of an adjustable rate mortgage loan from a variable rate to a fixed rate.
 9. 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.
 10. The modification or amendment of escrow agreements established for repairs to the mortgaged property or reserves for replacement of personal property."

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

This appointment is to be construed and interpreted as a limited power of attorney. The enumeration of specific items, rights, acts or powers herein is not intended to, nor does it give rise to, and it is not to be construed as a general power of attorney.

Nothing contained herein shall (i) limit in any manner any indemnification provided by the Master Servicer to the Trustee under the Agreements, or (ii) be construed to grant the Master Servicer the power to initiate or defend any suit, litigation or proceeding in the name of Deutsche Bank Trust Company Americas except as specifically provided for herein. If the Master Servicer receives any notice of suit, litigation or proceeding in the name of Deutsche Bank Trust Company Americas or Bankers Trust Company, then the Master Servicer shall promptly forward a copy of same to the Trustee.

The Master Servicer hereby agrees to indemnify and hold the Trustee and its directors, officers, employees and agents harmless from and against any and all third party 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 the Master Servicer of the powers granted to it hereunder. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the Agreement or the earlier resignation or removal of the Trustee under the Agreement.

This Limited Power of Attorney is entered into and shall be governed by the laws of the State of New York, without regard to conflicts of law principles of such state.

This limited power of attorney is not intended to extend the powers granted to the Master Servicer under the Agreements or to allow the Master Servicer to take any action with respect to Mortgages, Deeds of Trust or Mortgage Notes not authorized by the Agreements.

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 and instrument of revocation has been made in writing by the undersigned.

IN WITNESS WHEREOF, Deutsche Bank Trust Company Americas, as Trustee has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by a duly elected and authorized signatory this _____ day of SEP 9, 2006 .

Deutsche Bank Trust Company Americas,
formerly known as Bankers Trust Company,
as Trustee

By:

[Signature]
John Serrano, Vice President

Acknowledged and Agreed
Residential Funding Company, LLC

[Signature]
Cassandra Harrow, Vice President

STATE OF California)
COUNTY OF Orange) SS

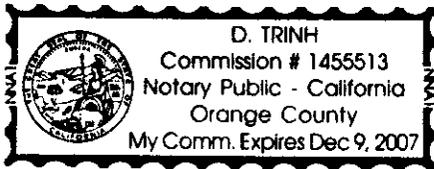
On SEP 9 2006 before me, D. TRINH personally appeared John Serrano, Vice President. Personally known to me OR proved to me on this basis of satisfaction evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entirety upon behalf of which the person(s) acted, executed the instrument in the city of Santa Ana, County of Orange, State of California.

CAPACITY CLAIMED BY SIGNER

Individual _____ Attorney-in Fact _____ Other: _____
XXX Corporate Officers _____ XXX Trustee(s) _____

Signer is representing: Deutsche Bank Trust Company Americas

WITNESS my hand and official seal



[Signature]
D. TRINH

My Commission (Expires)(Is): DEC 09 2007

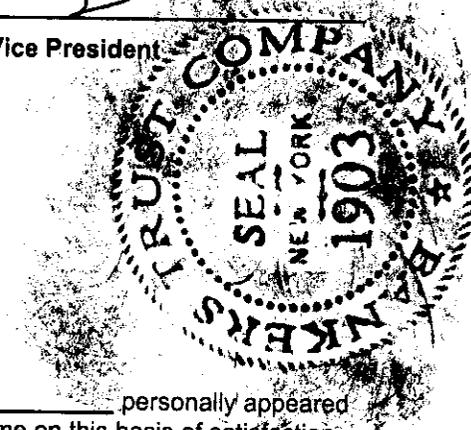


Exhibit A

ISSUE TYPE	SERIES NAME
Residential Asset Securities Corp (RASC)	2001-KS3
Residential Asset Securities Corp (RASC)	2001-KS4
Residential Accredit Loans, Inc. (RALI)	2001-QS1
Residential Accredit Loans, Inc. (RALI)	2001-QS10
Residential Accredit Loans, Inc. (RALI)	2001-QS11
Residential Accredit Loans, Inc. (RALI)	2001-QS12
Residential Accredit Loans, Inc. (RALI)	2001-QS13
Residential Accredit Loans, Inc. (RALI)	2001-QS14
Residential Accredit Loans, Inc. (RALI)	2001-QS15
Residential Accredit Loans, Inc. (RALI)	2001-QS16
Residential Accredit Loans, Inc. (RALI)	2001-QS17
Residential Accredit Loans, Inc. (RALI)	2001-QS18
Residential Accredit Loans, Inc. (RALI)	2001-QS19
Residential Accredit Loans, Inc. (RALI)	2001-QS2
Residential Accredit Loans, Inc. (RALI)	2001-QS3
Residential Accredit Loans, Inc. (RALI)	2001-QS4
Residential Accredit Loans, Inc. (RALI)	2001-QS5
Residential Accredit Loans, Inc. (RALI)	2001-QS6
Residential Accredit Loans, Inc. (RALI)	2001-QS7
Residential Accredit Loans, Inc. (RALI)	2001-QS8
Residential Accredit Loans, Inc. (RALI)	2001-QS9
Residential Funding Mortgage Securities I, Inc. (RFMSI)	2001-S1
Residential Funding Mortgage Securities I, Inc. (RFMSI)	2001-S7
Residential Asset Securities Corp (RASC)	2002-KS1
Residential Asset Securities Corp (RASC)	2002-KS2
Residential Accredit Loans, Inc. (RALI)	2002-QS1
Residential Accredit Loans, Inc. (RALI)	2002-QS10
Residential Accredit Loans, Inc. (RALI)	2002-QS11
Residential Accredit Loans, Inc. (RALI)	2002-QS12
Residential Accredit Loans, Inc. (RALI)	2002-QS13
Residential Accredit Loans, Inc. (RALI)	2002-QS14
Residential Accredit Loans, Inc. (RALI)	2002-QS15
Residential Accredit Loans, Inc. (RALI)	2002-QS16
Residential Accredit Loans, Inc. (RALI)	2002-QS17
Residential Accredit Loans, Inc. (RALI)	2002-QS18
Residential Accredit Loans, Inc. (RALI)	2002-QS19
Residential Accredit Loans, Inc. (RALI)	2002-QS2
Residential Accredit Loans, Inc. (RALI)	2002-QS3
Residential Accredit Loans, Inc. (RALI)	2002-QS4
Residential Accredit Loans, Inc. (RALI)	2002-QS5
Residential Accredit Loans, Inc. (RALI)	2002-QS6
Residential Accredit Loans, Inc. (RALI)	2002-QS7
Residential Accredit Loans, Inc. (RALI)	2002-QS8
Residential Accredit Loans, Inc. (RALI)	2002-QS9
Residential Asset Mortgage Products, Inc. (RAMP)	2002-RM1
Residential Funding Mortgage Securities I, Inc. (RFMSI)	2002-S13
Residential Funding Mortgage Securities I, Inc. (RFMSI)	2002-S16

Residential Funding Mortgage Securities I, Inc. (RFMSI)	2002-S17
Residential Funding Mortgage Securities I, Inc. (RFMSI)	2002-S18
Residential Funding Mortgage Securities I, Inc. (RFMSI)	2002-S19
Residential Funding Mortgage Securities I, Inc. (RFMSI)	2002-S20
Residential Accredit Loans, Inc. (RALI)	2003-QA1
Residential Accredit Loans, Inc. (RALI)	2003-QR13
Residential Accredit Loans, Inc. (RALI)	2003-QR19
Residential Accredit Loans, Inc. (RALI)	2003-QR24
Residential Accredit Loans, Inc. (RALI)	2003-QS1
Residential Accredit Loans, Inc. (RALI)	2003-QS10
Residential Accredit Loans, Inc. (RALI)	2003-QS11
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Residential Accredit Loans, Inc. (RALI)	2003-QS20
Residential Accredit Loans, Inc. (RALI)	2003-QS21
Residential Accredit Loans, Inc. (RALI)	2003-QS22
Residential Accredit Loans, Inc. (RALI)	2003-QS23
Residential Accredit Loans, Inc. (RALI)	2003-QS3
Residential Accredit Loans, Inc. (RALI)	2003-QS4
Residential Accredit Loans, Inc. (RALI)	2003-QS5
Residential Accredit Loans, Inc. (RALI)	2003-QS6
Residential Accredit Loans, Inc. (RALI)	2003-QS7
Residential Accredit Loans, Inc. (RALI)	2003-QS8
Residential Accredit Loans, Inc. (RALI)	2003-QS9
Residential Asset Mortgage Products, Inc. (RAMP)	2003-RM1
Residential Asset Mortgage Products, Inc. (RAMP)	2003-RM2
Residential Accredit Loans, Inc. (RALI)	2004-QA1
Residential Accredit Loans, Inc. (RALI)	2004-QA2
Residential Accredit Loans, Inc. (RALI)	2004-QA3
Residential Accredit Loans, Inc. (RALI)	2004-QA4
Residential Accredit Loans, Inc. (RALI)	2004-QA5
Residential Accredit Loans, Inc. (RALI)	2004-QA6
Residential Accredit Loans, Inc. (RALI)	2004-QR1
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Residential Accredit Loans, Inc. (RALI)	2005-QO3
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