

ml
ml
10/08/10 11:33:28
OK P BK 140 PG 411
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

Prepared By:
Marix Servicing LLC
1925 W. Pinnacle Peak Rd
Phoenix, AZ 85027
(866) 406-2749

(enu) Return To:
Underwood Law Firm
340 Edgewood Terrace Drive
Jackson, MS 39206
(601) 981-7773

Power of Attorney

Grantor:
EMC Mortgage Corporation
2780 Lake Vista Drive
Lewisville, TX 75067
(800) 723-3004

Grantee:
Marix Servicing LLC
1925 W. Pinnacle Peak Rd
Phoenix, AZ 85027
(866) 406-2749

INDEXING INSTRUCTIONS AND/OR LEGAL DESCRIPTION:

N/A

LIMITED POWER OF ATTORNEY

Prepared by:

Robert W. Johnson, Esq.

When recorded return to:

Marix Servicing LLC
1925 W. Pinnacle Peak Rd.
Phoenix, AZ 85027

This Limited Power of Attorney is made in connection with that certain Subservicing Agreement by and between J.P. Morgan Mortgage Acquisition Corp. ("JPMMAC Owner") and EMC Mortgage Corporation ("EMC Owner" together with JPMMAC, the "Owner") and Marix Servicing LLC, a Delaware LLC (the "Subservicer") dated as of February 24, 2010 and amended as of June 30, 2010 (the "Subservicing Agreement").

EMC Owner hereby makes, constitutes and appoints Subservicer for EMC Owner's benefit and in EMC Owner's name, place, and stead, EMC Owner's true and lawful attorney-in-fact, with full power of substitution, to act in any manner necessary and proper to exercise the servicing and administrative powers set forth in the Subservicing Agreement with respect to those loans and REO properties transferred to Subservicer pursuant to the terms of the Subservicing Agreement. Such powers shall include, but are not limited to executing the following documents:

1. Mortgage/trust deed assignments;
2. Substitutions of trustee;
3. Deeds of conveyance (including, without limitation, warranty deeds, grant deeds and quitclaim deeds);
4. Trust deed reconveyance and mortgage release documents;
5. Partial releases;
6. Affidavits (including, without limitation, lost note affidavits, military affidavits and affidavits of indebtedness);
7. Powers of attorney (i) concerning any process related to effecting a lien release upon payment of a loan in full, or (ii) used to process any foreclosure, bankruptcy or other related activity concerning a loan in default;
8. HUD-1 settlement statements;
9. Contracts/purchase agreements for sale of real estate;
10. All other normal and customary documents related to the foreclosure and/or sale of real estate.

This appointment shall not be assigned to any third party by Subservicer without the written prior consent of EMC Owner and this Limited Power of Attorney is effective as of the date hereof and shall continue in full force and effect until (i) revoked in writing by EMC Owner, (ii) the termination of the Subservicing Agreement, or (iii) with respect to any loan or REO property, such loan or REO property is no longer serviced by Subservicer under the Subservicing Agreement.

Nothing herein shall give any attorney-in-fact the rights or powers to negotiate or settle any suit, counterclaim or action against EMC Owner. If the Subservicer receives any notice of suit, litigation or proceeding in the name of EMC Owner, then the Subservicer shall forward a copy of same to EMC Owner within a reasonable period of time.

EMC Owner will not be responsible for inspection of any items being executed pursuant to this Limited Power of Attorney and as such, is relying upon the Subservicer to undertake whatever procedures may be necessary to confirm the accuracy of such items.

