RECORD 1st

3/31/11 9:44:09
DK P BK 143 PG 444
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

LIMITED POWER OF ATTORNEY

When recorded return to:
Acqura Loan Services
7880 Bent Branch Drive
Suite 150
Irving, TX 75063

This Limited Power of Attorney is made in connection with that certain Subservicing Agreement, as amended, by and between J.P. Morgan Mortgage Acquisition Corp. ("JPMMAC Owner") and EMC Mortgage Corporation ("EMC Owner", together with JPMMAC Owner, the "Owner") and Vantium Capital Inc. d/b/a Acqura Loan Services (the "Subservicer") dated as of March 18, 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 the 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 the EMC Owner, then the Subservicer shall forward a copy of same to the EMC Owner within a reasonable period of time.

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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.

Any third party may rely upon a copy of this Limited Power of Attorney, to the same extent as if it were an original, and shall be entitled to rely on a writing signed by the Subservicer to establish conclusively the identity of a particular right, power, capacity, asset, liability, obligation, property, loan or commitment of Subservicer for all purposes of this Limited Power of Attorney.

Subservicer shall not be obligated to furnish bond or other security in connection with its actions hereunder. The Subservicer hereby agrees to indemnify and hold EMC Owner and its directors, officers, employees and agents harmless from and against any and all 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 Subservicer of the powers granted to it hereunder. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the Subservicing Agreement or the earlier resignation or removal of any Custodian or Collateral Agent referred to in the Subservicing Agreement.

EMC Owner authorizes Subservicer, by and through any of its directors or officers, or any other employee who is duly authorized by Subservicer to certify, deliver and/or record copies and originals of this Limited Power of Attorney. Subservicer's employees executing such documents in the name of EMC Owner necessary to properly service and administer mortgage loans must hold the office of Assistant Secretary or higher.

If any provision of this Limited Power of Attorney shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions hereof shall not be affected thereby. 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.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, EMC Mortgage Corporation as EMC Owner 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 2nd day of March , 2011.

By: _____
Name: Helaine Hebble
Title: Vice President

Witness No. 1:

Signature: _____

Name: Seth Fenton

Telephone: 212-834-5463

Address: 383 Madison Avenue New York, NY 10179

Date: March 2, 2011

Witness No. 2:

Signature: _____

Name: Jonathan Davis

Telephone: 212-834-3850

Address: 383 Madison Avenue New York, NY 10179

Date: March 2, 2011

STATE OF NEW YORK

COUNTY OF NEW YORK

On March 2, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared Helaine Hebble of EMC Mortgage Corporation as EMC Owner, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed that same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted executed the instrument.

WITNESS my hand and official seal.

(Seal)

_____
Notary Public

MIGDALIA DEREYAYLA
Notary Public, State of New York
Registration # 01DE6072408
Qualified in Kings County
Commission Expires: April 1, 2014