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



10-060193 NON ABSTRACTED DEED  
V Bk: 00484 Pg: 0751-0754 Rec. Fee \$63.00  
Kathleen A. Donovan, Bergen County Clerk  
Recorded 07/23/2010 03:20:10 PM

**RECORDING REQUESTED BY**  
**& AFTER RECORDING RETURN TO:**  
**LITTON LOAN SERVICING LP**  
4828 Loop Central Drive  
Houston, Texas 77081  
Attention: Alison S. Walas  
Prepared By: *NA* *L Kemp*

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Residential Funding Real Estate Holdings, LLC and Homecomings Financial Real Estate Holdings, LLC, both limited liability companies organized and existing under the laws of the State of Delaware and having a place of business at 1 Meridian Crossing, Suite 100, Minneapolis, MN 55423 (collectively, the "Owner") pursuant to that Servicing Agreement, between Litton Loan Servicing LP (the "Servicer") and the Owner's affiliate, Homecomings Financial, LLC (f/k/a Homecomings Financial Network, Inc.) ("Homecomings"), dated as of March 1, 2001, as amended (collectively, the "Agreement"), hereby constitutes and appoints the Servicer, by and through the Servicer's officers, the Owner's true and lawful Attorney-in-Fact, in the Owner's name, place and stead and for the Owner's benefit, in connection with all mortgage loans and REO properties subject to the terms of the Agreement for the purpose of performing certain acts and executing certain documents in the name of the Owner 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 "Mortgage Notes") for which the undersigned is the Owner (whether the undersigned is named 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 the Servicer is performing servicing activities all subject to the terms of the Agreement.

This appointment shall apply to the following enumerated transactions only:

Inv. 111 - Residential Funding Real Estate Holdings, LLC/Homecomings Financial Real Estate Holdings, LLC

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1. The modification or re-recording of a Mortgage or Deed of Trust, where said modification or re-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, or to effect loss mitigation efforts in compliance with any government sponsored program or prudent servicing practice, and in all instances, which said modification or re-recording does not adversely affect the lien of the Mortgage or Deed of Trust as insured.
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 powers of eminent domain; this section shall include, without limitation, the execution of partial satisfactions/releases, partial reconveyances or the execution of requests to trustees to accomplish same, or the subordination of the lien of a Mortgage or Deed of Trust to a lease of said property for oil or mineral development where (1) such lease does not adversely affect the lien of the Mortgage or Deed of Trust as insured (2) such lease is customary in the area and (3) exercise of such lease will not have a material effect on the value of the property, prevent use of the property as a residence, or expose the residents to serious health or safety hazards.
3. 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 to real estate owned.
4. The completion of loan assumption agreements.
5. The full satisfaction/release of a Mortgage or Deed of Trust or full conveyance upon discharge by payment or other satisfaction of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.
6. 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.
7. 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.
8. With respect to a Mortgage of Deed of Trust, the foreclosure, the acceptance of a short sale agreement, 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, or sale, 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. the preparation and issuance of statements of breach or non-performance;
  - c. the preparation and filing of notices of default and/or notices of sale;
  - d. the cancellation/rescission of notices of default and/or notices of sale;

- e. the taking of a deed in lieu of foreclosure or the acceptance of a short sale agreement; and
  - f. the preparation and execution of such other documents and performance such other actions as may be necessary under the terms of the Agreement, Mortgage, Deed of Trust or state law to expeditiously complete said transactions in paragraphs 8(a) through 8(e), above.
9. With respect to the sale of property acquired through a foreclosure or deed-in-lieu of foreclosure, including without limitation, the execution of the following documentation:
- a. listing agreements;
  - b. purchase and sale agreements;
  - c. grant/warranty/quit claim deeds or any other deed causing the transfer of title of the property to a party contracted to purchase same;
  - d. escrow instructions;
  - e. any and all documents necessary to effect the transfer of property
10. The modification or amendment of escrow agreements established for repairs to the mortgaged property or reserves for replacement or 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 property to carry into effect the power or powers granted by or under this Limited Power of Attorney, each subject to the terms and conditions set forth in the Agreement and in accordance with the standard of care set forth in the Agreement as fully as the undersigned might or could do, and hereby does ratify and conform to all that said Attorney-in-Fact shall lawfully do or cause to be done by authority hereof. This Limited Power of Attorney shall be effective as of December 22, 2009 and terminate on the termination of the Servicing Agreement.

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 and has not been revoked unless an instrument of revocation has been made in writing by the undersigned.

The Servicer agrees to indemnify and hold the 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 and disbursements of any kind or nature whatsoever incurred by reason or result of or in connection with the exercise by the Servicer of the powers granted hereunder. The foregoing indemnity shall survive the termination of this Limited Power of Attorney.

IN WITNESS WHEREOF, Residential Funding Real Estate Holdings, LLC and Homecomings Financial Real Estate Holdings, LLC, as Owner, have caused these presents to be signed and acknowledged in its name and behalf by Lisa Magnuson its duly elected and authorized Vice President this 23 day of December, 2009.

**NO CORPORATE SEAL**

Residential Funding Real Estate Holdings, LLC and Homecomings Financial Real Estate Holdings, LLC

By: [Signature]  
Name: Lisa Magnuson  
Title: Vice President  
Limited Storage Office

Witnessed:

By: [Signature]  
Name: Melissa Winkler

By: [Signature]  
Name: REBECCA WESTERBERG

STATE OF MINNESOTA  
COUNTY OF HENNEPIN

On December 23, 2009, before me, Charity M Peterson, Notary Public, personally appeared Lisa Magnuson personally know to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted executed the instrument.

Witness on my hand and official seal

[Signature]  
Notary Public

