

Document Title

Limited Power of Attorney

MS-12-60424

DESOTO

Grantor: Deutsche Bank National Trust Company, as Trustee

Grantee: Ocwen Loan Servicing, LLC.

Executed: 12/9/2011

Prepared by: Johnna Miller  
Ocwen Loan Servicing LLC  
12001 Science Drive. Ste. 110B  
Orlando, FL 32826  
561-682-8000

Submitted by & Return To:  
Silk Abstract Company  
1000 Germantown Pike, J-4  
Plymouth Meeting, PA 19462  
610-994-8600



CFN 20110481361  
 OR BK 24929 PG 1611  
 RECORDED 12/29/2011 11:59:58  
 Palm Beach County, Florida  
 Sharon R. Bock, CLERK & COMPTROLLER  
 Pgs 1611 - 1616; (6pgs)

When Recorded Return to:  
 Ocwen Loan Servicing, LLC  
 11601 Worthington Rd, Suite 100  
 West Palm Beach, FL 33409

## LIMITED POWER OF ATTORNEY

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KNOW ALL MEN BY THESE PRESENTS, that Deutsche Bank National Trust Company, a national banking association organized and existing under the laws of the United States and having its usual place of business at 1761 East St. Andrew Place, Santa Ana, California, 92705, as Trustee (the "Trustee") pursuant to the agreements identified on Exhibit A attached hereto (collectively, the "Agreements"), hereby constitutes and appoints Ocwen Loan Servicing LLC as successor in interest to Litton Loan Servicing LP, as Servicer (the "Servicer" or "Ocwen Loan Servicing, LLC"), by and through the Servicer's officers, the Trustee's true and lawful Attorney-in-Fact, in the Trustee's name, place and stead and for the Trustee's benefit, in connection with all mortgage loans serviced by the Servicer pursuant to the Agreements solely for the purpose of performing such acts and executing such documents in the name of the Trustee 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 acting as Trustee (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 OCWEN LOAN SERVICING LLC is acting as the Servicer.

This Appointment shall apply only to the following enumerated transactions and nothing herein or in the Agreement shall be construed to the contrary:

1. The modification or re-recording of a Mortgage or Deed of Trust, where said modification or re-recording is solely 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; provided that (i) said modification or re-recording, in either instance, does not adversely affect the lien of the Mortgage or Deed of Trust as insured and (ii) otherwise conforms to the provisions of the Agreement.
2. The subordination of the lien of a Mortgage or Deed of Trust to an easement in favor of a public utility company of 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 or requests to trustees to accomplish same.
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 payment and discharge 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 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. 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 deed in lieu of foreclosure; and
  - f. the preparation and execution of such other documents and performance of such other actions as may be necessary under the terms of the 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; and
  - 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 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 or 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 be effective as of **December 9, 2011**.

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 Servicer to the Indenture Trustee under the Agreement, or (ii) be construed to grant the Servicer the power to initiate or defend any suit, litigation or proceeding in the name of Deutsche Bank National Trust Company except as specifically provided for herein. If the Servicer receives any notice of suit, litigation or proceeding in the name of Deutsche Bank National Trust Company, then the Servicer shall promptly forward a copy of same to the Indenture Trustee.

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

The Servicer hereby agrees to indemnify and hold the Indenture Trustee 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 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 Indenture 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.

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.

IN WITNESS WHEREOF, Deutsche Bank National Trust Company, 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 9th day of December 2011.

Deutsche Bank National Trust Company, as Trustee

By: Karlene Benvenuto  
Name: Karlene Benvenuto  
Title: Authorized Signer

Prepared by:  
Gisselle Picard  
Name: Gisselle Picard  
Title: Trust Administrator

Witness:

Richard Vieta

Witness:

Cindy Lai

State of California}  
County of Orange}

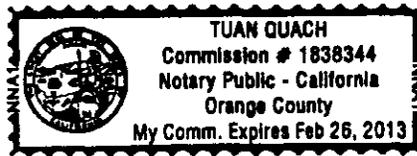
On December 9, 2011, before me, Tuan Quach Notary Public, personally appeared Karlene Benvenuto, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.



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Notary signature



**Exhibit "A"**

Morgan Stanley Dean Witter Capital I Inc. Trust 2002-AM2, Pooling and Servicing Agreement dated as of April 1, 2002

Morgan Stanley Capital I Inc. Trust 2003-NC4, Pooling and Servicing Agreement dated as of April 1, 2003

Securitized Asset Backed Receivables LLC Trust 2004-NC1, Pooling and Servicing Agreement dated as of April 1, 2004

Morgan Stanley Dean Witter Capital I Inc. Trust 2003-NC2, Pooling and Servicing Agreement dated as of February 1, 2003

Morgan Stanley Dean Witter Capital I Inc. Trust 2002-HE2, Pooling and Servicing Agreement dated as of July 1, 2002

Morgan Stanley ABS Capital I Inc. Trust 2003-HE1, Pooling and Servicing Agreement dated as of June 1, 2003

Morgan Stanley Dean Witter Capital I Inc. Trust 2003-NC3, Pooling and Servicing Agreement dated as of March 1, 2003

Morgan Stanley ABS Capital I Inc. Trust 2002-HE3, Pooling and Servicing Agreement dated as of November 1, 2002

Morgan Stanley Dean Witter Capital I Inc. Trust 2002-NC5, Pooling and Servicing Agreement dated as of October 1, 2002

Morgan Stanley Dean Witter Capital I Inc. Trust 2002-NC4, Pooling and Servicing Agreement dated as of September 1, 2002

Morgan Stanley ABS Capital I Inc. Trust 2003-NC8, Pooling and Servicing Agreement dated as of September 1, 2003

Morgan Stanley Dean Witter Capital I Inc. Trust 2002-AM3, Pooling and Servicing Agreement dated as of October 1, 2002

6

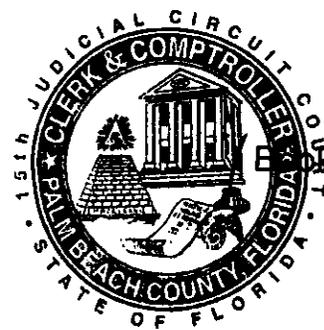


Exhibit 24929/Page1616

Page 6 of 6

I hereby certify that the foregoing is a true copy  
of the record in my office this day, May 29, 2012.  
Sharon R. Bock, Clerk Circuit Court, Palm Beach County, Florida  
BY Dede Moreland Deputy Clerk