

Document Prepared By: *Michelle Wilson*
Michelle Wilson
When recorded return to:
HSBC Mortgage Services
577 Lamont Road
Elmhurst, IL. 60126
Assignment Unit
Project #: hfs2mrw
Loan #: 10106847
Investor Loan #:
Assignee Loan #:
Pool #:
PIN/Tax ID #:
Property Address:
8800 scenic ridge cove
Lake Cormorant, MS 38641

7/15/05 11:52:18
BK 2,260 PG 160
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

MS(C)-3 7/5/01

This space for Recorder's Us

ASSIGNMENT OF DEED OF TRUST

For good and valuable consideration, the sufficiency of which is hereby acknowledged **Household Financial Services, Inc. as Attorney-in Fact for Ameriquest Mortgage Company, A Corporation**, whose address is **577 Lamont Rd., Elmhurst, ILL. 60126**, does by these presents hereby grant, bargain, sell, assign, transfer, convey, set over and deliver unto **Mortgage Electronic Registration Systems, Inc., A Corporation**, whose address is **P.O. Box 2026, Flint, MI. 48501-2026**, the following described Deed of Trust, together with the certain promissory note(s) described therein, together with all rights therein and thereto, all liens created or secured thereby, and any and all interest due or to become due thereon.

State of Recordation: Mississippi Recording Jurisdiction: DESOTO
Recording Book: 2,132 Page: 1 Document No:
Recording Book2: Page2: Document No2:
Recording Date: 12-28-2004
Original Trustor(s): Shelby L. Knight, Jr. , Married & Spouse, Melinda Knight
Original Trustee: Jim B. Tohill

Original Beneficiary: Ameriquest Mortgage Company

Date of Deed of Trust: 12-17-2004 Original Loan Amount: \$180,000.00
Comments: min#100046000101068470
ph#888-679-6377
See Attached Exhibit A

IN WITNESS WHEREOF, the undersigned entity by its board of Directors or by all due authority has caused this instrument to be executed by its duly authorized officer(s), representative(s) or Attorney-in-Fact this **05-23-2005**.

DATE OF TRANSFER: - -
Household Financial Services, Inc. as Attorney-in Fact for Ameriquest Mortgage Company

Lakena Kelly
Lakena Kelly
Assistant Secretary

Devika Bustillos
Devika Bustillos
Vice President

State of **IL**
County of **Cook**

On this date of **05-23-2005**, before me, the undersigned authority, a Notary Public duly commissioned, qualified and acting within and for the aforementioned State and County, personally appeared the within named **Devika Bustillos** and **Lakena Kelly**, known to me (or identified to me on the basis of satisfactory evidence) that they are the **Vice President** and **Assistant Secretary** respectively of **Household Financial Services, Inc. as Attorney-in Fact for Ameriquest Mortgage Company, A Corporation**, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and on behalf of said corporation and that said corporation executed the same, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

Witness my hand and official seal on the date hereinabove set forth.

Naomi Garner
Notary Public: **Naomi Garner**
My Commission Expires: **09-09-2007**

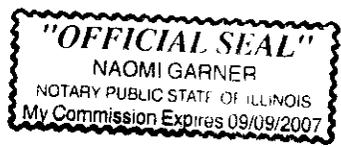


Exhibit A

#10106847 Limited Power of Attorney

Whereas, Ameriquest Mortgage Company (the "Company") has sold or intends to sell certain Loans to Household Financial Services, Inc., and its Affiliates (collectively, "Purchaser") pursuant to that certain Master Mortgage Loan Purchase And Interim Servicing Agreement dated March 24, 2004 ("Agreement"). (Capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.)

Now, therefore, Company does hereby constitute and appoint Purchaser the true and lawful attorney-in-fact of Company and in Company's name, place and stead for the following, and only the following purposes:

- (i) executing, acknowledging, and delivering to Purchaser any assignment of Mortgage or other document necessary to transfer to, or vest in Purchaser or to protect the right, title and interest of Purchaser in and to those Loans provided, however, that any endorsement given or made pursuant hereto with respect to any Note other instrument evidencing a Mortgage Loan or an interest therein shall be so given or made without recourse and without any representation or warranty of any kind, except to the extent otherwise expressly provided in the Agreement.
- (ii) endorsing, as agent for Company, any checks or other instruments (made payable to Company) received as payment with respect to the Loans after each related purchase.

Company intends that this Limited Power of Attorney ("POA") is coupled with an interest and not revocable.

Company further grants to Purchaser as its attorney-in-fact full authority to act in any manner both proper and necessary to exercise the foregoing powers, and ratifies every act that Purchaser may lawfully perform in exercising those powers by virtue thereof.

Purchaser shall indemnify, defend and hold harmless Company, its successors and assigns, from and against any and all losses, costs, expenses, (including, without limitation, reasonable attorneys' fees), damages, liabilities, demands, or claims of any kind whatsoever ("Claims") arising out of (i) any act taken by Purchaser pursuant to this POA, which act results in a Claim solely by virtue of the unlawful use of this POA (and not a result of a Claim related to the underlying instrument with respect to which the POA has been used), or (ii) any use or misuse of this POA in any manner or by any person or entity not expressly authorized hereby.

#10106847

IN WITNESS WHEREOF, Company has executed this Limited Power of Attorney this 28th day of October, 2004.

Company: Ameriquest Mortgage Company

By: [Signature]

Name: Jule J. Keen

Title: Executive Vice President

STATE OF California
COUNTY OF Orange

On this, the 28th day of October , 2004, the foregoing instrument was acknowledged before me, a notary public, in and for the State of California, by Jule J. Keen, personally known to me, by me duly sworn, did say he/she is the Executive Vice President of Ameriquest Mortgage Company.



SEAL

[Signature]

Notary Public

My Commission Expires: 7/19/08