

APPOINTMENT OF SUBSTITUTE TRUSTEE

WHEREAS, on August 17, 2004, Daniel Thomas and Barbara Thomas executed and delivered to Kirk Smith as Trustee for SouthStar Funding, LLC, a certain Deed of Trust securing a Promissory Note in the principal sum of \$105,000.00 payable to the order of SouthStar Funding, LLC; said Deed of Trust is recorded in Trust Deed Book 2052 at Page 722 and then re-recorded in Trust Deed Book 2365 at Page 674 of the Office of the Chancery Clerk of DeSoto County, Mississippi, to which reference is made for a description of said Note, the terms and covenants of said Deed of Trust, and the land and premises therein conveyed; and

WHEREAS, default was made in the payment of said Note and/or the terms of said Deed of Trust,

NOW, THEREFORE, JPMorgan Chase Bank, as Trustee fka The Chase Manhattan Bank as Trustee, a corporation organized and existing under the laws of the State of Delaware, the legal owner and holder of said Note, does hereby declare immediately due and payable the total amount of unmatured principal, together with accrued interest thereon, owing on said Note and other indebtedness secured by said Deed of Trust, and for reasons satisfactory to itself does hereby remove the aforementioned Trustee, and appoint and constitute Michael S. McKay as Substitute Trustee therein, in said Deed of Trust, who shall have all the powers and estate delegated to the original Trustee, and requests said Substitute Trustee to sell the property described in said Deed of Trust in accordance with the terms and provisions therein.

IN WITNESS WHEREOF, JPMorgan Chase Bank, as Trustee fka The Chase Manhattan Bank as Trustee has caused these presents to be executed by its duly-authorized officers, and its corporate seal to be hereunto affixed this 17<sup>th</sup> day of April, 2006.

JPMorgan Chase Bank, as Trustee fka The Chase Manhattan Bank as Trustee  
By: Residential Funding Corporation  
Attorney-in-Fact

By: Holly Farley  
Title: Default Services  
Assistant Junior Officer

By: Scott Walter  
Title: Default Services  
Assistant Junior Officer

STATE OF Minnesota  
COUNTY OF Dakota } ss

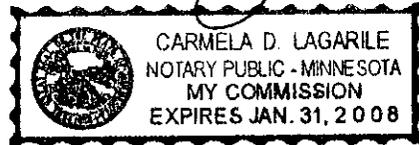
ACKNOWLEDGMENT

Personally appeared before me, on this 11<sup>th</sup> day of April, 2006, before me, the undersigned Notary Public, duly commissioned, qualified and acting, within and for said County and State, within my jurisdiction, appeared in person, the within named Holly L. Farley and Scott Walter to me personally well known, who stated that they were the Default Services Assistant Junior Officer and Default Services Assistant Junior Officer respectively for Residential Funding Corporation, who acknowledged that Residential Funding Corporation is Attorney-in-Fact for JPMorgan Chase Bank, as Trustee fka The Chase Manhattan Bank as Trustee, and were duly authorized in said fiduciary capacity of said corporation Holly L. Farley and Scott Walter executed the foregoing instrument for and in the name and on behalf of the said corporation as Attorney-in-Fact for JPMorgan Chase Bank, as Trustee fka The Chase Manhattan Bank as Trustee, and as its act and deed they executed the above and foregoing instrument after first having been duly authorized by said corporation as Attorney-in-Fact for JPMorgan Chase Bank, as Trustee fka The Chase Manhattan Bank as Trustee so to do.

IN TESTIMONY HEREOF, I have hereunto set my hand and official seal this 11<sup>th</sup> day of April, 2006.

My Commission Expires:  
1-31-08

Carmela D. Lagarile  
NOTARY PUBLIC



Daniel Thomas and Barbara Thomas  
DHGW No. 32485H  
THIS DOCUMENT PREPARED BY AND  
AFTER RECORDING PLEASE RETURN TO:  
DYKE, HENRY, GOLDSHOLL & WINZERLING, P.L.C.  
555 Plaza West, 415 North McKinley  
Little Rock, Arkansas 72205  
Telephone No. (501) 661-1000

P BK94 PG374

Prepared by D. Colon  
D. Colon  
NTC (818) 243-7900  
101 N. Brand Blvd., Suite #1800  
Glendale, CA 91203

STATE MS.-DESOTO CO.

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W.E. DAVIS CH. CLK.

[WHEN RECORDED RETURN TO]  
NTC ATTEN: DARRELL COLON  
101 N. BRAND BLVD., SUITE #1800  
GLENDALE, CALIFORNIA 91203  
GMACPOA St/Cnty: MSDESOTO



**Limited Power of Attorney**

KNOW ALL MEN BY THESE PREMISES:

That JPMorgan Chase Bank, (formerly The Chase Manhattan Bank, successor in interest to The Chase Manhattan Bank, N.A.) (the name change is the result of a merger) as Trustee or Indenture Trustee (together with its successors and assigns, the "Trustee"), under Pooling and Servicing or Indenture Agreements pursuant to which Residential Funding Corporation acts as Master Servicer, and such Trustee being, a New York Banking Corporation organized and existing under the laws of the State of New York, and having an office located at 450 West 33<sup>rd</sup> Street, in the City of New York, State of New York, has made, constituted and appointed, and does by these presents make, constitute and appoint Residential Funding Corporation, a corporation organized and existing under the laws of the State of Delaware, its true and lawful Attorney-in Fact, with full power and authority to sign, execute, acknowledge, deliver, file for record, and record any instrument on its behalf and to perform such other act or acts 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 acting as Trustee for various certificate holders (whether the undersigned is named therein as mortgagee or beneficiary or has become the mortgagee by virtue of endorsement of the Mortgage Note secured by any such Mortgage or Deed of Trust) and for which Residential Funding Corporation is acting as master servicer.

This appointment shall apply to the following enumerated transactions only:

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 and said modification or re-recording, in either instance, does not adversely affect the lien of 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 government agency or unit with power of eminent domain; this section shall include, without limitation, the execution of partial satisfaction /releases, partial re-conveyances or the execution of requests to trustees to accomplish same.

**Exhibit A**

3. The qualified subordination of the lien of a Mortgage or Deed of Trust to a lien of a creditor that is created in connection with the refinancing of a debt secured by a lien that was originally superior to the lien of the Mortgage or Deed of Trust.
4. 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) servicing under a Deed of Trust, in accordance with state law and the Deed of Trust;
  - b. Statements of breach or non-performance;
  - c. Notices of default;
  - d. Cancellation/rescissions of notices of default and/or notices of sale;
  - e. The taking of a deed in lieu of foreclosure; and
  - f. Such other documents and action as may be necessary under the terms of the Mortgage, Deed of Trust or applicable state law to expeditiously complete said transactions.
5. 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 the title of real estate owned.
6. The completion of loan assumption agreements.
7. The full satisfaction/release of a Mortgage or Deed of Trust or full re-conveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.
8. 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 pursuant to the requirements of a Residential Funding Corporation Seller Contract, including, without limitation, by reason of conversation of an adjustable rate mortgage loan from a variable rate to a fixed rate.
9. 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.

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 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 lawfully do or cause to be done by authority hereof.

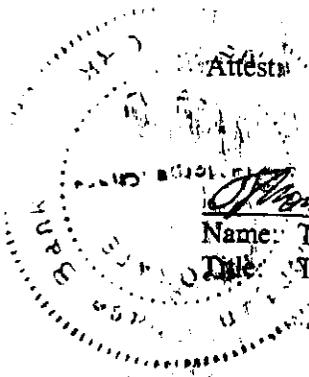
**Exhibit A**

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 has not been revoked unless an instrument of revocation has been made in writing by the undersigned and recorded in the real property records of the jurisdiction in which this Limited Power of Attorney was recorded.

JPMorgan Chase Bank, as Trustee  
(formerly known as The Chase Manhattan Bank, successor in interest to The Chase Manhattan Bank, N.A.)

Mark McDermott  
Name: Mark McDermott  
Title: Assistant Vice President

Thomas Venusti  
Name: Thomas Venusti  
Title: Trust Officer



STATE OF New York

SS.

COUNTY OF New York

On January 29th, 2002, before me personally appeared Mark McDermott and Thomas Venusti, personally known to me or proved to me on this basis of satisfactory evidence to be the persons whose names are subjected to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

Margaret M. Price  
Notary Public in and for the State of New York

MARGARET M. PRICE  
Notary Public, State Of New York  
No. 24-4930599  
Qualified in Kings County  
Commission Expires April 22, 2003

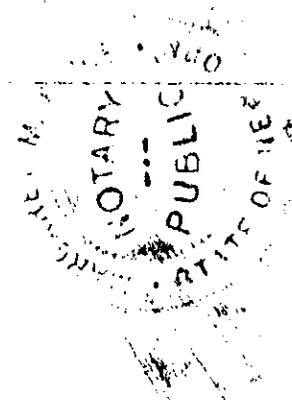


Exhibit A