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APPOINTMENT OF SUBSTITUTE TRUSTEE

WHEREAS, on May 13, 2004, Chris Newson executed and delivered to Everett L. Anschutz, Jr. as Trustee for Mortgage Electronic Registration Systems, Inc., acting solely as a nominee for Lender, Network Funding, L.P., and Lender's successors and assigns, a certain Deed of Trust securing a Promissory Note in the principal sum of \$199,900.00 payable to the order of Network Funding, L.P.; said Deed of Trust is recorded in Book 2008 at Page 0646 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

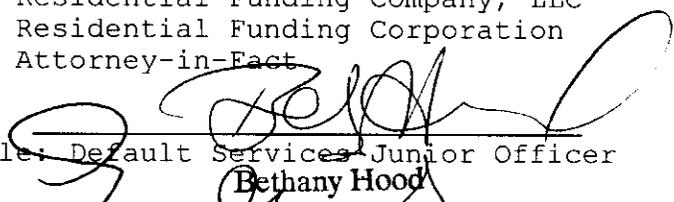
WHEREAS, default was made in the payment of said Note and/or the terms of said Deed of Trust,

NOW, THEREFORE, The Bank of New York Trust Company, N. A. as successor to JPMorgan Chase Bank, N. A. as Trustee, 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 afore-mentioned 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, The Bank of New York Trust Company, N. A. as successor to JPMorgan Chase Bank, N. A. as Trustee has caused these presents to be executed by its duly-authorized officers, and its corporate seal to be hereunto affixed this 2nd day of January, 2007.

The Bank of New York Trust Company, N. A.
as successor to JPMorgan Chase Bank, N. A.
as Trustee

By: Residential Funding Company, LLC
fka Residential Funding Corporation
Attorney-in-Fact

By: 
Title: ~~Default Services~~ Junior Officer
Bethany Hood

By: 
Title: ~~Default Services~~ Assistant
Junior Officer **Eric Tate**

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STATE OF MN)
 COUNTY OF Dakota) ss ACKNOWLEDGMENT

Personally appeared before me, on this 2nd day of January, 2007, 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 Bethany Hood and Eric Tate to me personally well known, who stated that they were the Default Services Junior Officer and Default Services Assistant Junior Officer respectively for Residential Funding Company, LLC fka Residential Funding Corporation, who acknowledged that Residential Funding Company, LLC fka Residential Funding Corporation is Attorney-in-Fact for The Bank of New York Trust Company, N. A. as successor to JPMorgan Chase Bank, N. A. as Trustee, and were duly authorized in said fiduciary capacity of said limited liability company and/or corporation Bethany Hood and Eric Tate executed the foregoing instrument for and in the name and on behalf of the said limited liability company and/or corporation as Attorney-in-Fact for The Bank of New York Trust Company, N. A. as successor to JPMorgan Chase Bank, N. A. as Trustee, and as its act and deed they executed the above and foregoing instrument after first having been duly authorized by said limited liability company and/or corporation as Attorney-in-Fact for The Bank of New York Trust Company, N. A. as successor to JPMorgan Chase Bank, N. A. as Trustee so to do.

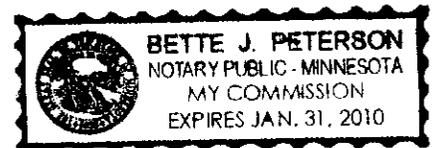
IN TESTIMONY HEREOF, I have hereunto set my hand and official seal this 2nd day of January, 2007.

My Commission Expires:

1.31.10

Bette Peterson
 NOTARY PUBLIC

Chris Newson
 DHGW No. 33963H
 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



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

~~P BK 94 PG 374~~
STATE MS. - DESOTO CO.
FILED
JUN 3 4 34 PM '02
BK 94 PG 374
W.E. DAVIS CH. CLK.

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

BK 2-645 PG 481



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 33rd 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.



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.

