

INDEXING INSTRUCTIONS: Lot 3, Section E, Southmanor Estates North Subdivision, situated in Section 35, Township 1 South, Range 7 West, in DeSoto County, Mississippi

**SUBSTITUTION OF TRUSTEE**

WHEREAS, on April 26, 2006, John Young and Angela Young, executed a Deed of Trust to Fidelity National Title Company of New York, Trustee for the use and benefit of Mortgage Electronic Registration Systems, Inc., acting solely as nominee for Encore Credit Corp. which Deed of Trust is on file and of record in the office of the Chancery Clerk of De Soto County, 17th Judicial District, Mississippi, in Deed of Trust Record Book 2464, Page 137 thereof; describing the following property:

Lot 3, Section E, Southmanor Estates North Subdivision, situated in Section 35, Township 1 South, Range 7 West, in DeSoto County, Mississippi, as shown on plat of record in Plat Book 46, Page 46, in the office of the Chancery Clerk of DeSoto County, Mississippi.

WHEREAS, the undersigned is the present holder and beneficiary of the deed of trust; and

WHEREAS, under the terms of said Deed of Trust the beneficiary or any assignee is authorized to appoint a Trustee in the place and stead of the original Trustee or any successor Trustee in said Deed of Trust; and

Should the undersigned become the last and highest bidder at the foreclosure sale, the Substitute Trustee is hereby authorized to transfer and assign said bid to convey title to said foreclosed property to the **DLJ MORTGAGE CAPITAL, INC.**, its successors and assigns. The statement in the Substitute Trustee's Deed that the undersigned has requested the transfer of its bid to Grantee(s) in the Substitute Trustee's Deed shall be binding on the undersigned and conclusive evidence in favor of the assignee or other parties thereby, and that the Substitute Trustee is duly authorized and empowered to execute same.

NOW THEREFORE, the undersigned does hereby appoint and substitute Priority Trustee Services of Mississippi, L.L.C., as Trustee in said Deed of Trust, the said Priority Trustee Services of Mississippi, L.L.C., to have all the rights, powers and privileges of the Trustee named in said Deed of Trust.

*Mavis  
Schneider VPS*

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed on this the 30 day of March, 2007.

DLJ MORTGAGE CAPITAL, INC. BY SELECT PORTFOLIO SERVICING INC. AS ITS ATTORNEY IN FACT

By: Rashal Peterson  
Its Duly Appointed Officer

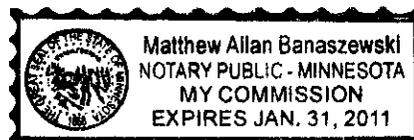
STATE OF MN  
COUNTY OF Dakota

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Rashal Peterson, known personally to be the Duly Appointed Officer of the within named, **DLJ MORTGAGE CAPITAL, INC. BY SELECT PORTFOLIO SERVICING INC. AS ITS ATTORNEY IN FACT**, and acknowledged to me that (s)he signed and delivered the above and foregoing Substitution of Trustee on behalf of said corporation, after being first duly authorized to do so.

GIVEN UNDER my hand and official seal, this the 30 day of March, 2007.

[Signature]  
NOTARY PUBLIC

My Commission Expires: 1/31/11



Prepared by and Return To:  
**0709230MS**  
PRIORITY TRUSTEE SERVICES OF MISSISSIPPI, L.L.C.  
1587 Northeast Expressway  
Atlanta, GA 30329  
770-234-9181 ext 1162

**POWER OF ATTORNEY ATTACHED AS EXHIBIT A**

WHEN RECORDED RETURN TO:  
 Fairbanks Capital Corp.  
 Document Control Department  
 P.O. Box 85250  
 Salt Lake City, UT 84165-0250

**EXHIBIT A**

8405956  
 10/31/02 2:33P  
 Book: 8676  
 Page: 8150-51

**LIMITED POWER OF ATTORNEY****KNOW ALL MEN BY THESE PRESENT:**

That DLJ Mortgage Capital, Inc., a corporation organized and existing under the laws of the State of Delaware, hereby constitutes and appoints Fairbanks Capital Corporation ("FCC"), having its principal office located at 3815 South West Temple, Salt Lake City, Utah 84115, organized and existing under the laws of the State of Utah, its true and lawful Attorney-in-Fact with only such power and authority as is expressly enumerated and hereby conferred in its name, place and stead and for its use and benefit, to make, sign, endorse, execute, acknowledge, deliver, file for record and record any such instruments 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 promissory notes secured thereby (the "Mortgage Notes") for which FCC is acting in the capacity as Servicer, Sub-Servicer, Special Servicer or Master Servicer.

This appointment shall apply to the following transactions:

1. The modification or re-recording of a Mortgage at the written request of DLJ Mortgage Capital Inc. or its designee (the "Owner") of the Mortgage or the title company that insured the Mortgage, where said modification or re-recording is solely for the purpose of correcting the Mortgage to conform 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 the Mortgage as insured;
2. The subordination of the lien of a Mortgage to an easement in favor of a public utility company or a governmental agency or unit with powers of eminent domain. This section shall not extend to the execution of partial satisfactions/releases, partial reconveyance or the execution of requests to the Owner to accomplish same;
3. With respect to a Mortgage, the foreclosure, the taking of a deed in lieu of foreclosure, or the commencement and completion of judicial or non-judicial foreclosure proceedings, cancellation or rescission of same, including, without limitation, any of the following acts:
  - a. The substitution of trustee(s) serving under a deed of trust in accordance with applicable law and the deed of trust;
  - b. Statements of breach or non-performance;
  - c. Notices of default;
  - d. Cancellations/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 actions as may be necessary under the terms of the mortgage, deed of trust or state law to expeditiously complete said transactions;

provided, however, that the authority to enter into on behalf of the Owner, any judgement, settlement or decree for a certain sum payable by us is expressly reserved by us and is not delegated by this Limited Power of Attorney.
4. Filing proofs of claim and pleadings and similar instruments as may be usual and customary in connection with judicial proceedings to enforce, perfect or protect the interest of the Owner in the mortgage loans;
5. The full satisfaction/release of a Mortgage (or assignment of mortgage without recourse) or requests to the Owner for a full reconveyance upon payment and discharge of all sums secured thereby; this section shall not extend to the execution of partial satisfaction/releases, partial reconveyance or the execution of requests to the Owner to accomplish same.
6. The disposition of properties which secured a mortgage loan, the title to which is acquired in the normal course of servicing, including but not limited to:
  - a. listing agreement;

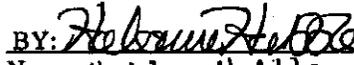
- b. earnest money contracts;
- c. deeds of conveyance; and
- d. ancillary closing documents.

7. Endorsement or negotiation of checks, money orders, drafts, cashiers check and similar media of payment for deposit in the appropriate custodial account.

The undersigned gives to FCC full power and authority to execute such instruments and to do and perform all and every act and thing requisite, necessary and proper to carry into effect the express power or powers granted by or under this Limited Power of Attorney, the Mortgage Servicing Purchase Agreement, dated August 14, 2002, among Olympus, FCC, DLJ Mortgage Capital, Inc. and Fairbanks Capital Holding Corp., or the Transition Services Agreement, dated August 30, 2002, among Olympus, FCC, and DLJ Mortgage Capital, Inc., as fully, to all intents and purposes, as the undersigned might or could do, and hereby does ratify and confirm all that FCC shall lawfully do or cause to be done by authority hereof.

DLJ Mortgage Capital, Inc.

  
 Name: Peter Principato  
 WITNESS

BY:   
 Name: Helaine Hebble  
 Title: SVP

  
 Name: Richard Petersen  
 WITNESS

STATE OF NEW YORK  
 COUNTY OF NEW YORK

On this 13 day of October, 2002, before me, a Notary Public in and for said County and State, personally appeared Helaine Hebble, personally known to me to be the person whose name is subscribed to the foregoing instrument and, first being by me dully sworn did state that he is Vice President of DLJ Mortgage Capital, Inc., and that the above instrument was executed on behalf of DLJ Mortgage Capital, Inc. for the purpose therein stated and was the free act and deed of DLJ Mortgage Capital, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal and the day and year last above written.

  
 Notary Public

(Notary Seal)

My Commission Expires: 3/14/06

Barbara Capelonga  
 Notary Public, State of New York  
 County of Richmond  
 No. 01CA4922558  
 Commission Expires March 14, 2006