

This document was prepared by Morris & Associates, 2309 Oliver Road  
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Lot 58, Sec A, The Highlands at North Creek Subdivision, Sec 17, T1S, R8W, DeSoto County, MS.

SUBSTITUTION OF TRUSTEE

STATE OF MISSISSIPPI  
COUNTY OF DeSoto

WHEREAS, on the 16th day of September, 2005, Wanda Hargrow, a married woman, joined herein by Mario Hargrow executed a Deed of Trust to Lem Adams III, Trustee for the use and benefit of Mortgage Electronic Registration Systems, Inc. beneficiary, which Deed of Trust is on file and of record in the office of the Chancery Clerk of DeSoto County, Mississippi, in Deed of Trust Record at Book 2310 at Page 510; and

WHEREAS, the undersigned is the present holder and beneficiary of the Deed of Trust referenced to above; 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

NOW, THEREFORE, the undersigned holder of said Deed of Trust does hereby appoint and substitute Emily Kaye Courteau, as Trustee, the said Emily Kaye Courteau, to have all rights, powers and privileges granted the Trustee in said Deed of Trust.

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 SECRETARY OF VETERANS AFFAIRS, an officer of the United States of America, or the SECRETARY OF HOUSING AND URBAN DEVELOPMENT, or whosoever the undersigned shall authorize. 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 or the assignee or other parties thereby, and that the Substitute Trustee is duly authorized and empowered to execute the same.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its duly authorized officers on this 30<sup>th</sup> day of January, 2007.

Deutsche Bank National Trust Company as trustee under the Pooling and Servicing Agreement dated as of December 1, 2005, GSAMP Trust 2005-WMC3\*

BY: Denise Bailey  
Denise Bailey  
Assistant Secretary

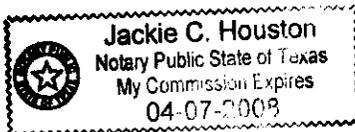
\* by LITTON LOAN SERVICING, LP  
ATTORNEY-IN-FACT

STATE OF TEXAS  
COUNTY OF HARRIS

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Denise Bailey known personally to me to be the Assistant Secretary of the within named Deutsche Bank National Trust Company as trustee under the Pooling and Servicing Agreement dated as of December 1, 2005, GSAMP Trust 2005-WMC3\* and that (s) he executed and delivered the within and foregoing instrument on the day and year therein mentioned for and on behalf of said corporation, and as its own act and deed for the purposes therein mentioned, having been first duly authorized so to do.

WITNESS my signature and official seal on this, the 30<sup>th</sup> day of January, 2007.  
Jackie C. Houston  
NOTARY PUBLIC

MY COMMISSION EXPIRES:  
F06-1952/Hargrow  
ms



F. ANN RODRIGUEZ, RECORDER  
RECORDED BY: NMB  
DEPUTY RECORDER  
1134 PES



DOCKET: 13051  
PAGE: 4573  
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TFATI  
LITTON LOAN SERVICING LP  
4828 LOOP CENTRAL DR  
HOUSTON TX 77081  
Attn: Alison S. Waks

LIMITED POWER OF ATTORNEY

999-4854341

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 principal place of business at 1761 East St. Andrew Place, Santa Ana, California, 92705, as Trustee pursuant to that Pooling and Servicing Agreement dated as of March 1, 2004 (the "Agreement") by and between Argent Securities Inc. (the "Depositor"), Deutsche Bank National Trust Company and Ameriquest Mortgage Company (the "Master Servicer"), hereby constitutes and appoints Litton Loan Servicing LP (the "Special Sub-Servicer") pursuant to that Special Sub-Servicing Agreement dated as of May 24, 2006 (the "Special Sub-Servicing Agreement") by and between Ameriquest Mortgage Company (either individually or together with AMC Mortgage Services, Inc., the "Master Servicer") and Litton Loan Servicing LP (the "Special Sub-Servicer" and "Litton"), by and through the Special Sub-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 Special Sub-Servicer pursuant to the Agreement 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 for various certificateholders (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 the Special Sub-Servicer 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:

AMERICAN BANK

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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.

Nothing contained herein shall (i) limit in any manner any indemnification provided by the Master Servicer to the Trustee under the Agreement or (ii) be construed to grant the Special Sub-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 Special Sub-Servicer receives any notice of suit, litigation or proceeding in the name of Deutsche Bank National Trust Company, then the Special Sub-Servicer shall promptly forward a copy of the same to the Trustee.

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 September 8, 2006.

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.

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

The Special Sub-Servicer hereby agrees to indemnify and hold the 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 Special Sub-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 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 ~~3rd~~ <sup>1st</sup> day of  
March, 2007.

BK 2,802 PG 97

Deutsche Bank National Trust Company, as  
Trustee

By: \_\_\_\_\_  
Name: Ronaldo R. Reyes  
Title: Vice President

Witness: \_\_\_\_\_  
Name: Tim Avakian

Witness: \_\_\_\_\_  
Name: Erica Judd

Acknowledged and Agreed  
Litton Loan Servicing LP  
By: Janice McClure  
Name: Janice McClure  
Title: Sr. Vice President



MEMPHIS BANK

STATE OF CALIFORNIA  
COUNTY OF Orange County

On March 1, 2007, before me, the undersigned, a Notary Public in and for said state, personally appeared Ronaldo R. Reyes of Deutsche Bank National Trust Company, as Trustee, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed that same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted and executed the instrument.

WITNESS my hand and official seal.  
(SEAL)



\_\_\_\_\_  
Notary Public, State of California



0-JUN-07 10:23:00