mc 2/08/08 10:33:02
BK 2,854 PG 307
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

This document was prepared by Morris & Associates, 2309 Oliver Road
Monroe, Louisiana 71201 Telephone (318) 330-9020

Lot 8, Sec. B, Hunter's Ridge S/D, In Sec. 17, Township 1 S, Range 6, W. Desoto County Ms.

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS ($10.00), cash in hand paid and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the undersigned Ameriquest Mortgage Company does hereby sell, convey, and assign to Deutsche Bank National Trust Company, as Trustee, in trust for the registered holders of Ameriquest Mortgage Securities Inc., Asset-Backed Pass-Through Certificates Series 2005-R7 their Successors and/or Assigns that certain Deed of Trust executed by Kendall Munson, And Wife Philander Munson for the use and benefit of Ameriquest Mortgage Company, which Deed of Trust is recorded in Book 2242 at Page 470; and records of the Chancery Clerk of DeSoto County, Mississippi, together with the indebtedness secured thereby.

IN WITNESS WHEREOF, the said Ameriquest Mortgage Company* caused this conveyance to be signed by Kelly Rader, its Authorized Agent, and its corporate seal to be hereto affixed, this the 2nd day of Feb., 2008

Ameriquest Mortgage Company* By Citi Residential Lending Inc. as Attorney in Fact

BY: Kelly Rader, Authorized Agent

STATE OF California
COUNTY OF San Bernardino

This day personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, Kelly Rader who acknowledges that (s) he is the authorized agent of Citi Residential Lending Inc. as Attorney in Fact of Ameriquest Mortgage Company and that (s) he executed and delivered the above and foregoing instrument on the day and year therein mentioned, as the act and deed of said corporation, after having first been duly authorized by said corporation, so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 2nd day of Feb., 2008

NOTARY

12/23/11
MY COMMISSION EXPIRES

F08-0329

tbd

R. P. UMALI
Commission # 1792164
Notary Public - California
San Bernardino County
My Comm. Expires Dec 23, 2011

MVA
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After the recording, please mail to the attention of:
Tamara Price, Assistant Foreclosure Manager
Citi Residential Lending Inc.
10801 E. 6th Street
Rancho Cucamonga, CA 91730-5977

(MS)

LIMITED POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PREMISES:

That Ameriquest Mortgage Company, a Delaware corporation, and having an office located at 1100 Town & Country Road, Orange, California 92868, as Trustee and/or Beneficiary hath made constituted and appointed, and does by these presents make, constitute and appoint Citi Residential Lending Inc. ("Servicer") 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 "Deeds of Trust", respectively) and promissory notes secured thereby (the "Mortgage Notes").

This Appointment shall apply only to the following enumerated transactions and nothing herein or in the Agreements shall be construed to the contrary:

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 Trustee or Beneficiaries 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.

RECORD 1st

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 or Beneficiary(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.

11. Endorse on behalf of the Trustee or Beneficiary all checks, drafts and/or negotiable instruments made payable to Ameriquest Mortgage Company.

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 2007.

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.

Nothing contained herein shall (i) limit in any manner any indemnification provided by the Servicer to the Trustee or Beneficiary under the Agreements, or (ii) be construed to grant the Servicer the power to initiate or defend any suit, litigation or proceeding in the name of Ameriquest Mortgage Company except as specifically provided for herein. If the Servicer receives any notice of suit, litigation or proceeding in the name of the Trustee or Beneficiary, then the Foreclosure Trustee shall promptly forward a copy of same to the Trustee or Beneficiary.

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

The Servicer hereby agrees to indemnify and hold the Trustee or Beneficiary 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 Servicer of the powers granted to it hereunder.

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, Ameriquest Mortgage Company 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 ~~1st~~ 29th day of ~~October~~ September 2007.

Ameriquest Mortgage Company

By: _____
Name: Eileen Rubens
Title: Vice President

Witnesses:

_____

_____

ACKNOWLEDGMENT

State of: California
County of: Orange

On September 29, 2007, before me Sabrina Lemmon
(here insert name and title of the officer)
personally appeared Eileen Rubens

Personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person ~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he/~~she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon be half of which the person~~(s)~~ acted, executed the instrument.

WITNESS my hand and official seal

SABRINA LEMMON
COMM. # 1754912
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
MY COMM. EXP. JULY 2, 2011

Signature _____

(Seal)

CHANCERY CLERK
UNION CO. MISS.
RECORDED
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