

5/08/08 10:06:25  
BK 2,895 PG 766  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

11/14/06 11:21:53  
BK 2,605 PG 616  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

INDEXING INSTRUCTIONS: Lot 414 Sec G Braybourne S/D in Sec 32 T1S R5W per plat in  
PB 85/26

CORRECTIVE  
**SUBSTITUTION OF TRUSTEE**

WHEREAS, on August 8, 2005, Alicia C. Brown and Carlos A. Brown, executed a Deed of Trust to Lem Adams, III, Trustee for the use and benefit of Mortgage Electronic Registration Systems, Inc, as nominee for WMC Mortgage Corp <sup>its successors and assigns</sup> 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 2281 at page 290 thereof; describing the following property:

LOT 414, SECTION G, BRAYBOURNE SUBDIVISION, SITUATED IN SECTION 32, TOWNSHIP 1 SOUTH, RANGE 5 WEST, DESOTO COUNTY, MISSISSIPPI AS PER PLAT THEREOF RECORDED IN PLAT BOOK 85, PAGES 26-27, 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 **DEUTSCHE BANK NATIONAL TRUST COMPANY**, 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.

\*This document being re-recorded to attach the proper  
POA.

11/23/06 11:21:53

Mouir Schneider OPS

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed on this  
the 30 day of August, 2006.

DEUTSCHE BANK NATIONAL TRUST  
COMPANY

By: [Signature]  
**Kim Urbanek**

BY CHASE HOME FINANCE LLC  
AS ATTORNEY-IN-FACT

Its Assistant Vice President

STATE OF California  
COUNTY OF San Diego

POWER OF ATTORNEY  
ATTACHED AS EXHIBIT A

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction  
aforesaid, Kim Urbanek, known personally to be the  
Assistant Vice President of the within named, **DEUTSCHE BANK NATIONAL  
TRUST COMPANY**, 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  
August, 2006.

[Signature]  
NOTARY PUBLIC

My Commission Expires:  
July 18, 2010

Prepared by and Return To:  
0613801MS  
PRIORITY TRUSTEE SERVICES OF MISSISSIPPI, L.L.C.  
1587 Northeast Expressway  
Atlanta, GA 30329



**WHEN RECORDED MAIL TO:**

Chase Manhattan Mortgage Corporation  
 Attention: Document Control  
 10790 Rancho Bernardo Road  
 San Diego, California 92127

**EXHIBIT A****LIMITED POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, that Deutsche Bank National Trust Company, formerly known as Bankers Trust Company of California, N.A. (as the "Trustee" or the "Custodian", as the case may be), 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 (in such capacity the "Trustee") pursuant to a Pooling and Servicing Agreement or a Sale and Servicing Agreement among the Trustee and Chase Manhattan Mortgage Corporation (the "Servicer" or "Successor Servicer") hereby constitutes and appoints the Servicer, having an address at 10790 Rancho Bernardo Road, San Diego, California 92127 by and through the Servicer's officers, the Trustee's or the Custodian's true and lawful Attorney-in-Fact, in the Trustee's or the Custodian's name, place and stead and for the Trustee's or the Custodian's benefit, in connection with all mortgage loans serviced by the Servicer solely for the purpose of performing such acts and executing such documents in the name of the Trustee or the Custodian as may be 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 Trustee is acting as trustee or as custodian of the trust or the notes, as the case may be:

This Appointment shall apply only to the following enumerated transactions and nothing herein or in the Agreement 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 or 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 of 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.
11. To endorse checks, notes, drafts and other evidences of payment made payable to Trustee, representing payments or payment in full on accounts in the name of 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 April 15, 2002.

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, or otherwise make invalid or ineffective (in whole or in part), any indemnification provided by the Servicer to the Trustee or the Custodian, or (ii) be construed to grant the Servicer the power to initiate or defend any suit, litigation or proceeding in the name of Deutsche Bank National Trust Company, as trustee or as custodian except as specifically provided for herein. If the Servicer receives any notice of suit, litigation or proceeding in the name Deutsche Bank National Trust Company, then the Servicer shall promptly forward a copy of same Deutsche Bank National Trust Company.

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 and as Custodian, 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 16 day of AUG, 2003.

Deutsche Bank National Trust Company, formerly known as Bankers Trust Company of California, N.A., as Trustee and as Custodian

Witnessed by: Maria Becamel  
Name: Maria Becamel

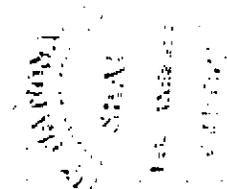
By: Aimee Kottmeter  
Name: Aimee Kottmeter  
Title: Assistant Vice President

Witnessed by: Danielle Magalhães  
Name: Danielle Magalhães

By: Wendy Estes  
Name: Wendy Estes  
Title: Associate

Acknowledged and Agreed  
Chase Manhattan Mortgage Corporation

By: Kirk N. Robson  
Name: KIRK N. ROBSON, VICE PRESIDENT  
Title:

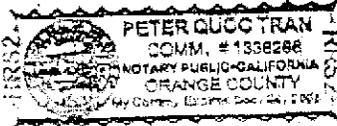


State of California  
County of Orange

On AUG 26 2004, before me, Peter Quoc Tran, personally appeared Aimee Kemmeter and Wendy Estes, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which they acted, executed the instrument.

WITNESS my hand and official seal.

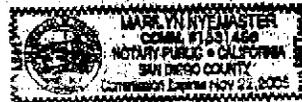
Peter Quoc Tran



State of California  
County of San Diego

On September 22, 2003, before me, Marilyn Nyemaster, Notary Public, personally appeared Kirk N. Hobson 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 behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Marilyn Nyemaster

Marilyn Nyemaster  
Commission Number: 1331456  
My commission expires: 11/22/2005