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DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

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

Lot 2, Sec A, Fairfield Meadows Subdivision, Sec 32, T1S, R8W, 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 Ameriquet Mortgage Company does hereby sell, convey, and assign to Deutsche Bank National Trust Company, as Trustee, in trust for the registered Holders of Ameriquet Mortgage Securities, Inc., Asset-Backed Pass-Through Certificates, Series ARSI 2006-M3 their Successors and/or Assigns that certain Deed of Trust executed by Jeffrey E. Goldberg AKA Jeffrey Goldberg and Melinda S. Goldberg AKA Melinda Goldberg, As Joint Tenants with Full Rights of Survivorship and Not as Tenants In Common for the use and benefit of Ameriquet Mortgage Company, which Deed of Trust is recorded in Book 2522 at Page 493, and ; and records of the Chancery Clerk of DeSoto County, Mississippi, together with the indebtedness secured thereby.

IN WITNESS WHEREOF, the said Ameriquet Mortgage Company caused this conveyance to be signed, on behalf by Dawn L Reynolds, its Authorized Agent, and its corporate seal to be hereto affixed, this the 4 day of Nov, 2007

Ameriquet Mortgage Company by Citi Residential Lending Inc. as Attorney in Fact

Dawn L Reynolds
BY: Dawn L Reynolds Authorized Agent

State: California
County: San Bernardino

This day personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, Dawn L Reynolds, who acknowledges that (s) he is the Authorized Agent on behalf of Ameriquet Mortgage Company by Citi Residential Lending Inc. as Attorney in Fact 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 _____ day of _____, 20__.

NOTARY

MY COMMISSION EXPIRES

F08-3221

anb

Page 1 of 2

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Bernardino

On November 4, 2008 before me, Terri L. Hopkins
(Here insert name and title of the officer)

personally appeared DAWN L. REYNOLDS

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Terri L. Hopkins
Signature of Notary Public Terri L. Hopkins

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Assignment of Deed of Trust
(Title or description of attached document)
Trust
(Title or description of attached document continued)

Number of Pages 2 Document Date 11/04/2008
LN# 0152006862
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

(Title)

- Partner(s)
- Attorney-in-Fact
- Trustee(s)

Other Authorized Agent

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

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.

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.

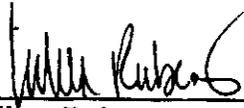
The Servicer hereby agrees to indemnify and hold the Trustee or Beneficiary and its directors, officers, employees and agents harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever 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 31 day of October 2007.

Ameriquest Mortgage Company

By: 
Name: Eileen Rubens
Title: Vice President

Witnesses:

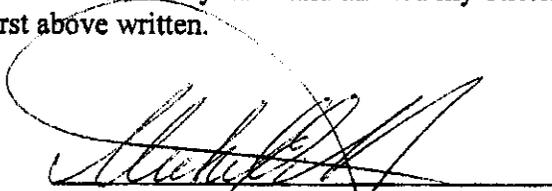

Maria Barajas


GENEVIEVE GONZALEZ

STATE OF CALIFORNIA)
) SS.:
COUNTY OF ORANGE)

On the 31st day of October 2007, before me, Michele E. Negrete, personally appeared Eileen Rubens, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity of Ameriquest Mortgage Company, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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


Notary Public

