

INDEXING INSTRUCTIONS: Lot 281, Phase 6, Forest Hill Community, as shown on plat of record in Plat Book 90, Page 19, DeSoto County, Mississippi.

CORRECTIVE SUBSTITUTION OF TRUSTEE

WHEREAS, on September 12, 2006, Johnathan R. Merritt and Lindsay A. Merritt, executed a Deed of Trust to Anita Shull of Fairfax, Trustee for the use and benefit of Mortgage Electronic Registration Systems, Inc. acting solely as a nominee for Millennium Bank, N.A., its successors and assigns which Deed of Trust is on file and of record in the office of the Chancery Clerk of De Soto County, in Deed of Trust Record Book 2,610, Page 58, re-recorded in Book 2615 Page 337 and subsequently recorded again in Book 2624, Page 644 thereof; describing the following property:

Lot 281, Phase 6, Forest Hill Community, as shown on plat of record in Plat Book 90, Page 19, in the Chancery Clerk's Office of DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description of said property.

Being the same property conveyed to grantor, Forest Hill Properties, Inc., herein by quit claim deed of record at Plat Book 0396, Page 0419, dated July 16, 2001, filed July 23, 2001, in the Chancery Clerk's Office of DeSoto County, Mississippi.

Being the same property conveyed to Security Builders, Inc., by warranty deed of record at Plat Book 492, Page 62, dated January 25, 2005, filed February 4, 2005, in the Chancery Clerk's Office of DeSoto County, Mississippi.

Also being the same property conveyed to grantor by warranty deed, which is being recorded simultaneously herewith in said Register's Office. Sections 8 and 17, Township 2 South, Range 5 west,

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

Re-recording to correct incorrect spelling of last name of co-borrower, last name for co-borrower incorrectly referenced as Merritt, should have been Merritt. Also re-recording Substitution of Trustee to add interim re-recording of original Deed of Trust not listed in previously recorded Substitution of Trustee recorded in Book 2966 Page 74.

Mavis Schneid

NOW, THEREFORE, the undersigned does hereby appoint and substitute **NATIONWIDE TRUSTEE SERVICES, INC.**, as Trustee in said Deed of Trust, the said **NATIONWIDE TRUSTEE SERVICES, INC.**, to have all the rights, powers and privileges of the Trustee named in said Deed of Trust.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed on this the 11 day of Aug., 2008.

BELTWAY CAPITAL, LLC BY SELECT PORTFOLIO SERVICES, INC. AS ATTORNEY-IN-FACT

POWER OF ATTORNEY ATTACHED AS EXHIBIT A

By: [Signature]

Its Bethany Hood
Duly Appointed Officer

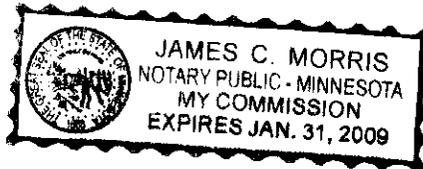
STATE OF MN
COUNTY OF Sakate

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Bethany Hood, known personally to be the Duly Appointed Officer of the within named, **BELTWAY CAPITAL, LLC, BY SELECT PORTFOLIO SERVICES, INC. AS 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 11 day of Aug., 2008.

[Signature]
NOTARY PUBLIC

My Commission Expires:



Prepared by and Return To:
0811707MS
NATIONWIDE TRUSTEE SERVICES, INC.
1587 Northeast Expressway
Atlanta, Ga 30329
770-234-9181 ext

LIMITED POWER OF ATTORNEY

Pursuant to the Servicing Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement"; capitalized terms not defined herein have the definitions assigned to such terms in the Agreement), dated as of November 9, 2007, between Beltway Capital, LLC ("Beltway"), as Owner, and Select Portfolio Servicing, Inc., a Utah corporation and residential mortgage loan servicer ("SPS"), as Servicer, Beltway hereby appoints SPS as its true and lawful attorney-in-fact and in its name, place and stead to take the following designated actions with respect to any mortgage loan or real estate owned property (collectively, the "Residential Mortgage Loans") which is subject to the Agreement:

1. To ask, demand, sue for, collect and receive all sums of money, debts or other obligations of any kind with respect to a Mortgage Loan which are now or shall after this date become due, owing or payable, or otherwise belong to the Owner; to settle and compromise any of such debts or obligations that may be or become due to the Owner; to endorse in the name of the Owner for deposit in the appropriate account any instrument payable to or to the order of the Owner; in each case with respect to a Mortgage Loan.

2. To make demand(s) on behalf of the Owner upon any or all parties liable on a Mortgage Loan; to declare defaults with respect to a Mortgage Loan; to give notices of intention to accelerate; to give notices of acceleration and any other notices as Servicer deems reasonably necessary or appropriate; to post all notices as required by law and the documents securing a Mortgage Loan in order to foreclose such Mortgage Loan; to handle all aspects of foreclosure on behalf of the Owner, including, but not limited to, conducting the foreclosure sale, bidding for the Owner and executing all documents, including all deeds and conveyances, needed to effect such foreclosure sale and/or liquidation; to execute any documents or instruments necessary for the offer, listing, closing of sale, and conveyance of REO Property, including, but not limited to, grant, warranty, quit claim and statutory deeds or similar instruments of conveyance; to execute any documents or instruments in connection with any bankruptcy or receivership of a mortgagor on a Mortgage Loan; to file suit and prosecute legal actions against all parties liable for amounts due under a Mortgage Loan, including, but not limited to, any deficiency amounts due following foreclosure; to take such other actions and exercise such rights which may be taken by Owner under the terms of any Mortgage Loan, including, but not limited to, satisfaction, release, cancellation or discharge of mortgage, eviction, unlawful detainer, or similar dispossessory proceeding, sale, taking possession of, release of security instruments, realization upon all or any part of a Mortgage Loan or any collateral therefor or guaranty thereof; and to assign, convey, accept, or otherwise transfer, Owner's interest in any Mortgage Loan.

3. To perform all other acts and do all other things as may be reasonably necessary to manage and service the Mortgage Loans under the terms of the Agreement.

This instrument is to be construed and interpreted as a Limited Power of Attorney regarding a Mortgage Loan. The enumeration of specific items, acts, rights and powers is not intended to, nor does it give rise to and it is not to be construed as a general power of attorney. Notwithstanding anything herein to the contrary, use of this Limited Power of Attorney is restricted to use in connection with the Mortgage Loans as defined in the Agreement and is limited to those actions reasonable and necessary for the Servicer to carryout the provisions of the Agreement in accordance with the terms thereof, applicable law and accepted servicing practices of prudent servicers.

The rights, powers and authority of the Servicer as attorney-in-fact of the Owner under this Limited Power of Attorney shall commence on the date of execution hereof and shall remain in full force and effect as a limited and revocable power of attorney which may be revoked at any time in writing by the Owner until the earlier of (i) the date on which the Servicer ceases to act as servicer under the above-referenced Agreement

This Limited Power of Attorney shall be governed by and construed in accordance with the laws of the State of Utah.

WHEN RECORDED RETURN TO:
SELECT PORTFOLIO SERVICING, INC.
DOCUMENT CONTROL DEPARTMENT
P.O. BOX 65250
SALT LAKE CITY, UT 84165-0250

IN WITNESS WHEREOF the Owner has hereunto caused this Limited Power of Attorney to be executed by its duly authorized representatives on this 20th day of December, 2007.

BELTWAY CAPITAL, LLC.

By: [Signature]
Name: Scott W. Gray
Title: Member

WITNESS:
By: [Signature]
Name: STEPHEN TRAWNER
Title: MEMBER

WITNESS:
By: [Signature]
Name: JAMES C MICHEL
Title: MEMBER

STATE OF MD)
COUNTY OF Belt) ss

Scott W Gray, James C Michel

On December 20th, 2007, before me personally appeared Stephen Trawner known to me to be a Member of Beltway Capital, LLC., that executed the preceding Limited Power of Attorney and also known to me to be the person who executed it on behalf of said company, and acknowledged to me that such company executed the preceding Limited Power of Attorney.

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



[Signature]
Notary Public