

Prepared by:
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Emily Kaye Courteau Bar# 100570

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Done*
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Lot 13, Whitten Place S/D, Sec 27, T-1-S, R-7-W Plat Bk 25, Pg 22, Desoto Co., MS

SUBSTITUTION OF TRUSTEE

STATE OF MISSISSIPPI
COUNTY OF DeSoto

WHEREAS, on the 19th day of December, 2005 and acknowledged on the 19th day of December, 2005, Anthony L Martinelli and Susan M Martinelli, a married couple executed a Deed of Trust to Arnold Weiss, 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 2378 at Page 332 ; and

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

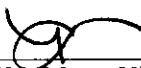
WHEREAS, under the terms of said Deed of Trust, the beneficiary or any assignee is authorized to appoint a Trustee in the place and stead of the original Trustee or any successor Trustee in said Deed of Trust; and

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 ___8th___ day of ___July___, 2009__.

Wells Fargo Bank, NA as it attorney in fact for Midfirst Bank


BY: Xee Moua, Vice President of Loan Documentation

STATE OF South Carolina
COUNTY OF York

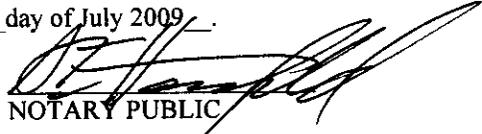
PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Xee Moua _____ known personally to me to be the

F09-1907
tbd
Grantee
Mortgage Electronic Registration
Systems, Inc.
2309 Oliver Road
Monroe, LA. 71201

Grantor
Midfirst BANk
2309 Oliver Road
Monroe, LA. 71201

_Vice President of Loan Documentation___ of the within named Wells Fargo Bank, NA as it attorney in fact for Midfirst Bank 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 _8th_ day of July 2009 .


NOTARY PUBLIC

MY COMMISSION EXPIRES:



When Recorded Mail To:

Space above this line for Recorders Use

Revocable Limited Power of Attorney

MidFirst Bank, a federally chartered savings association, organized under the laws of the United States of America ("Owner") hereby constitutes and appoints Wells Fargo Bank, N.A., successor by merger to Wells Fargo Home Mortgage, Inc., a national banking association organized under the laws of the United States of America ("WFHM" or "Servicer"), as its true and lawful attorney-in-fact, in its name, place and stead, and for its benefit, in connection with certain real estate mortgage loans owned by Owner and serviced by Servicer (the "Loans") for the purposes of performing acts and executing documents in the name of the Owner as necessary and incidental to servicing the Loans, managing and disposing of the related real properties and performing the obligations of Servicer thereunder, as set forth below:

The said attorneys-in-fact and said person designated by Servicer as the attorney-in-fact, is hereby authorized and empowered to perform the following:

1. Acceptance of money due or to become due from borrowers, guarantors and insurers and collection of past due amounts;
2. Those acts necessary to comply with regulations and requirements of the United States Department of Housing and Urban Development and any other governmental entity or any local, state, or federal law;
3. Foreclosing delinquent Loans, accepting deeds in lieu of foreclosure or otherwise acquiring title to mortgaged properties;
4. Endorsing to the order of Servicer any checks that are made payable to the Owner, and holding such funds for the benefit of Owner;
5. Appearing, litigating and compromising any matter in any court either as plaintiff or defendant provided, however, Servicer shall not be authorized to commence any proceedings (other than foreclosure, sequestration, replevin, bankruptcy, and eviction, or to recover payments due under any agreement) without written consent of the Owner;
6. Selling, transferring, or disposing of, or leasing, real property or personal property acquired through foreclosure or otherwise and executing all contracts, agreements, deeds, assignments and their instruments necessary to effect any such sale, transfer or disposition or any lease and to receive proceeds checks made payable to the order of the Servicer, to be held for the benefit of Owner;

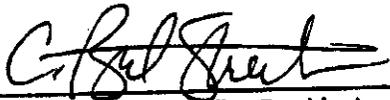
7. Preparing, executing and delivering satisfactions, cancellations, discharges, or full or partial releases of lien or entering into assumption, modification or payment agreements;
8. Preparing, executing and delivering loan sale agreements to facilitate the sale of the Loans on a retail basis; and
9. Any and all other acts that Owner may request in writing of Servicer as necessary to service the Loans, manage or dispose of the related properties, or perform servicing obligations.

Owner further grants to Servicer full power and authority to do and perform all acts necessary to carry into effect the powers granted by or under this Limited Power of Attorney as fully as Owner might or could do with the same validity as if all and every such act had been particularly stated, expressed, and especially provided for, and here by ratifies and confirms all the Servicer shall lawfully do or cause to be done by virtue of the powers and authority granted and contemplated hereby.

This Revocable Limited Power of Attorney shall remain in full force and effect unless and until it is revoked, in writing, by Owner.

Servicer shall indemnify, defend and hold harmless Owner and its directors, officers, employees and agents from and against any and all losses, costs, expenses (including, without limitation, actual attorneys' fees), damages, liabilities, demands or claims of any kind whatsoever ("Claims") arising out of, related to, or in connection with (i) any act taken by Servicer (or its substitute or substitutes) pursuant to this Revocable Limited Power of Attorney, which act results in a Claim or (ii) any use or misuse of this Revocable Limited Power of Attorney in any manner or by any person not expressly authorized hereby.

IN WITNESS WHEREOF, this Revocable Limited Power of Attorney is duly executed the 17th day of September, 2008.

By: 
C. Bret Streetman, Vice President

STATE OF OKLAHOMA)
) ss:
COUNTY OF OKLAHOMA)

On the 17th day of September, 2008, before me, a Notary Public in and for said State, personally appeared C. Bret Streetman, known to me to be a Vice President of MidFirst Bank, the federally chartered savings association that executed the within instrument and also known to me to be the person who executed it on behalf of said association, and acknowledged to me that such association executed the within instrument.

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

Lisa M. Hammond
Notary Public

My Commission expires 9-7-09

