

Prepared by:
Morris & Associates
2309 Oliver Road
Monroe, Louisiana 71201
Telephone: 318-330-9020
Emily Kaye Courteau Bar# 100570

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away*
Return To:
Morris & Associates
2309 Oliver Road
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Grantor:
FV1
4705 Merchantile Drive
Fort Worth, TX 75075
817-665-7200
Grantee:
Emily Kaye Courteau
2309 Oliver Road
Monroe LA 71201
318-330-9020

Lot 173, Section D, Kingston West, situated in Section 28, T1S, R8W, City of Horn Lake, DeSoto Co., MS
of record in Plat Book 51 at page 34.

SUBSTITUTION OF TRUSTEE

STATE OF MISSISSIPPI
COUNTY OF Desoto

WHEREAS, on the 31st day of October, 2006 and acknowledged on the 31st day of October, 2006, Joshua Stroud and wife Kelly Stroud executed a Deed of Trust to Shannon H. Williams, 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 2602 at Page 131; and

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

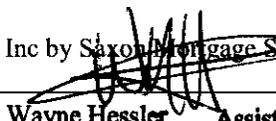
WHEREAS, under the terms of said Deed of Trust, the beneficiary or any assignee is authorized to appoint a Trustee in the place and stead of the original Trustee or any successor Trustee in said Deed of Trust; and

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 31st day of October, 2009.

FV-1, Inc by ~~Saxon Mortgage Services, Inc.~~ as its Attorney in Fact

BY:  **Wayne Hessler Assistant Vice President**

F09-3095

tbd

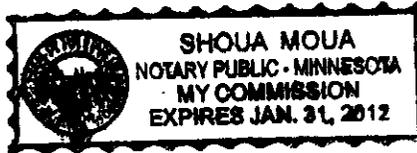
STATE OF MN
COUNTY OF Dakota

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Wayne Hessler known personally to me to be the Assistant Vice President of the within named FV-1, Inc by Saxon Mortgage Services, Inc. as its Attorney in Fact 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 31st day of October, 2009


NOTARY PUBLIC

MY COMMISSION EXPIRES:
1/31/12



Prepared by Saxon Mortgage Services, Inc.

After Recording please return to:
Att: Document Management Department
Saxon Mortgage Services, Inc.
4708 Mercantile Dr. N.
Fort Worth, Texas 76137

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that, pursuant to that certain Servicing Agreement, dated _____ (the "Agreement") by and between **Saxon Mortgage Services, Inc.**, as Servicer ("**Saxon**") and FV-1, Inc. hereby constitutes and appoints **Saxon**, by and through **Saxon's** officers, FV-1, Inc. true and lawful Attorney-in-Fact, in FV-1, Inc.'s name, place and stead and for FV-1, Inc.'s benefit, in connection with all mortgage loans serviced by **Saxon** pursuant to the Agreement (the "Mortgage Loans") solely for the purpose of performing, with regard to the Mortgage Loans, such acts and executing such documents in the name of FV-1, Inc. necessary and appropriate to effectuate the following enumerated transactions in respect to any of the mortgages or deeds of trust (the "Mortgages" and "Deeds of Trust" respectively), retail installment contracts ("other security instruments") and promissory notes secured thereby (the "Mortgage Notes") held by FV-1, Inc. on its own behalf and on behalf of any of its affiliates who may be appointed from time to time under the Agreement with regard to designated portfolios by FV-1, Inc. (whether FV-1, Inc. is named therein as mortgagee or beneficiary or has become mortgagee by virtue of endorsement of the Mortgage Note secured by any such Mortgage, Deed of Trust, or other security instrument and/or assignment thereof) and for which **Saxon** is servicing.

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, or re-titling of other security instrument, where said modification, re-recording or re-titling is being done solely for the purpose of correcting the Mortgage, Deed of Trust or other security instrument 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, re-recording, or re-titling in either instance does not adversely affect the lien position of the Mortgage, Deed of Trust or other security instrument as insured and (ii) otherwise conforms to the provision 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 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 and recordation of same (if necessary).
5. The full or partial satisfaction/release of a Mortgage, Deed of Trust, or other security instrument, or full or partial conveyance upon payment and discharge of the necessary limitation, cancellation of the related Mortgage Note.
6. The assignment of any Mortgage, Deed of Trust or other security instrument 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, Deed of Trust or other security instrument 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 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 paragraph 8.a. through 8. e. above.
9. With respect to other security instruments the power to:
 - a. Perform any other necessary acts of foreclosure and/or eviction.
10. With respect to the sale of real 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 real property.
11. The modification or amendment of escrow agreements established for repairs to the mortgaged property.
12. The endorsement of loss drafts or other checks that are necessary to effectuate proper servicing of the Mortgage Loan.
13. When requested by FV-1, Inc., respond to litigation complaints, naming FV-1, Inc. as a defendant. FV-1, Inc. will be apprised of potential litigation by Servicer as soon as commercially reasonable.

The undersigned gives Saxon 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 the Limited Power of Attorney shall be effective as of the date written below.

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 or attorney.

Nothing contained herein shall (i) limit in any manner any indemnification provided by **Saxon** to FV-1, Inc. under the Agreement, or (ii) be construed to grant **Saxon** the power to initiate or defend any suit, litigation or proceeding brought against FV-1, Inc., except as specifically provided for herein. If **Saxon** receives any notice of suit, litigation or proceeding in the name of FV-1, Inc., then **Saxon** shall forward a copy of same to FV-1, Inc. within a reasonable period of time.

This Limited Power of Attorney is not intended to extend the powers granted to **Saxon** under the Agreement or to allow **Saxon** to take any action with respect to Mortgages, Deeds of Trust, other security instruments or Mortgage Notes not authorized by the Agreement. Notwithstanding anything contained herein to the contrary, **Saxon** shall not, without FV-1, Inc.'s written consent, which consent

shall not be unreasonably withheld: (i) initiate any action, suit or proceeding directly relating to the servicing of a Mortgage Loan solely under FV-1, Inc.'s name without indicating **Saxon** in its applicable, representative capacity, so long as the jurisdictional and procedural rules will allow for this insertion to occur; (ii) initiate any action, suit or proceeding not directly relating to the servicing of a Mortgage Loan solely under FV-1, Inc.'s name; (iii) engage counsel to represent FV-1, Inc. in any action, suit or proceeding not directly relating to the servicing of a Mortgage Loan; or (iv) prepare, execute or deliver any government filings, forms, permits, registrations or other documents or take any action with the intent to cause, and that actually causes, FV-1, Inc. to be registered to do business in any state.

Saxon hereby agrees to indemnify and hold FV-1, Inc. 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 **Saxon** of the powers granted to it hereunder. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the Agreement or the earlier resignation or removal of FV-1, Inc. under the Agreement.

This Limited Power of Attorney is entered into and shall be governed by the laws of the State of Texas, 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, FV-1, Inc. 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 April 24, 2008.

FV-1, Inc.

By: Brian Vanscoy
Name: Brian Vanscoy
Title: Vice President

Acknowledged and Agreed
Saxon Mortgage Services, Inc.

By: Judy Mattingly
Name: Judy Mattingly
Title: Assistant Vice President

STATE OF TEXAS
COUNTY OF TARRANT

On April 24, 2008, before me, the undersigned, Natalie Flowers a Notary Public in and for said state, personally appeared Brian Vanscoy, Vice President of FV-1, Inc., personally known to me to be the person whose name is subscribed to the within instrument and acknowledge to me that she executed that same in her authorized capacity, and that by her signature on the instrument the entity upon behalf of which the person acted and executed the instrument.

WITNESS my hand and official seal.
(Seal)

Natalie Flowers
Notary Public, State of TEXAS

