

1/22/10 10:44:16  
DK T BK 3, 127 PG 191  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

Prepared by and Return To:  
Tashona Cox  
Green Tree Servicing LLC  
7360 S. Kyrene Road  
Tempe, AZ 85283  
Acct No. 89660405

### ASSIGNMENT OF DEED OF TRUST

For value received, the undersigned holder of a Mortgage (herein "Assignor") whose address is **c/o 7360 S Kyrene Rd Tempe, AZ 85283**, does hereby grant, sell, assign, transfer and convey, unto **Green Tree Servicing LLC** (herein "Assignee"), whose address is **7360 S Kyrene Rd Tempe, AZ 85283**, all beneficial interest under a certain Deed of Trust dated **6-22-2005**, made and executed by **Morella Carabano, an unmarried person**, upon the following described property situated in **Olive Branch, State of MS**:

See Attached Exhibit "A" for Legal Description

such Mortgage having been given to secure a payment of **\$123,000.00**, which Deed of Trust is of record in Book, Volume, or Liber No. **2245**, at page **300**, or as No. **N/A** in **Desoto County, State of MS**, together with the note(s) and obligations therein described, the money due and to become due thereon with interest, and all rights accrued or to accrue under such Deed of Trust.

**TO HAVE AND TO HOLD** the same unto Assignee, its successor and assigns, forever, subject only to the terms and conditions of the above-described Deed of Trust.

**IN WITNESS WHEREOF**, the undersigned Assignor has executed this Assignment of Deed of Trust on December 10, 2009.

National City Bank, N.A. f/k/a National City  
Mortgage Co. by its attorney in fact Green Tree  
Servicing, LLC

BY: Monica Medina  
Monica Medina, Authorized Agent

Manuel Gomez  
Witness: Manuel Gomez

Tashona Cox  
Witness: Tashona Cox

Adams  
Edwards

State of Arizona  
County of Maricopa

On December 10, 2009, before me, the undersigned, personally appeared Monica Medina, Authorized Agent for National City Bank, N.A. f/k/a National City Mortgage Co. by its attorney in fact Green Tree Servicing, LLC, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument and that such individual made such appearance before the undersigned in the state of Arizona, and the county of Maricopa.

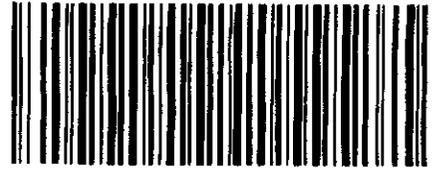
  
\_\_\_\_\_  
Lisa Palomarez, Notary Public



**EXHIBIT "A"**

**LOT 65, SHAHKOKA LAKE SUBDIVISION, IN SECTION 28, TOWNSHIP 1 SOUTH,  
RANGE 6 WEST, DESOTO COUNTY, MISSISSIPPI, AS PER PLAT THEREOF  
RECORDED IN PLAT BOOK 1, PAGE 10B, IN THE OFFICE OF THE CHANCERY  
CLERK OF DESOTO COUNTY, MISSISSIPPI.**

When Recorded Return To:  
Green Tree Servicing LLC  
Attn: Document Custody, T326  
7360 South Kyrene Rd  
Tempe, AZ 85283



OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL  
2009-1032400 11/09/09 02:33 PM  
7 OF 10

HOVP

## LIMITED POWER OF ATTORNEY

<b>TO:</b>	<b>GREEN TREE SERVICING LLC</b>
<b>FROM:</b>	<b>National City Bank and National City Mortgage Services, Inc.</b>
<b>DATED:</b>	<b>10/29/09</b>
<b>FOR:</b>	<b>FNMA – National City (Nov 2009)</b>

**LIMITED POWER OF ATTORNEY**

LIMITED POWER OF ATTORNEY, dated as of October 31, 2009 (this "Limited Power of Attorney"), granted to Green Tree Servicing LLC, a Delaware limited liability company (the "Purchaser"), by each of National City Bank, a national bank organized under the laws of the United States ("National City"), and National City Mortgage Services, Inc., a Delaware corporation ("National City Mortgage" and, collectively with National City, the "Sellers" and each, a "Seller").

WITNESSETH:

WHEREAS, the Sellers and the Purchaser have entered into that certain Mortgage Servicing Rights Purchase and Sale Agreement, dated as of October 9, 2009 (as amended, supplemented or modified from time to time in accordance with its terms, the "Purchase Agreement"), providing for, among other things, the Purchaser's acquisition of the Servicing Rights (as defined in the Purchase Agreement), the Servicing Files (as defined in the Purchase Agreement) and all rights under the documents contained therein with respect to the servicing of each related Mortgage Loan (as defined in the Purchase Agreement) (collectively, the "Servicing Assets"); and

WHEREAS, the sale, transfer and conveyance of the Servicing Assets from the Sellers to the Purchaser under the Purchase Agreement was consummated effective October 31, 2009;

NOW, THEREFORE, pursuant to the Purchase Agreement and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sellers hereby agree as follows:

1. Definitions. Each capitalized term used but not defined herein has the meaning given to such term in the Purchase Agreement.
2. Limited Power of Attorney. For the purpose of effectuating the efficient servicing of the Mortgage Loans, each Seller hereby names, constitutes and appoints the Purchaser as its duly authorized agent and attorney-in-fact, with full power and authority in its name, place and stead (but on behalf and for the benefit of, and at the expense of, the Purchaser) to (i) execute such deeds and other documents as are necessary to sell or convey real and personal property securing the Mortgage Loans, including, but not limited to, signing deeds to convey real property acquired through foreclosure of a Mortgage Loan; (ii) execute documents and instruments necessary to release any and all Mortgages, security instruments, liens, security interests or related documents with respect to the Mortgage Loans; (iii) execute documents and instruments necessary to release all obligations under any promissory note or related documents with respect to the Mortgage Loans; (iv) execute documents and instruments necessary to sign subordination agreements and consent to easements related to the Mortgage Loans; (v) execute such documents as are necessary to assign the Mortgage Loans; (vi) endorse checks and other payment instruments that are payable to the order of such Seller and that have been received by the Purchaser from Mortgagors or any insurer in respect of insurance proceeds related to any Mortgage Loans; and (vii) execute such other documents as may be necessary or appropriate to

enable the Purchaser to carry out its servicing and administrative duties with respect to the Mortgage Loans.

3. Purchase Agreement. The execution and delivery of this Limited Power of Attorney by the Sellers shall not be (or be deemed) a waiver or discharge of any representation, warranty, covenant or agreement of the Sellers or the Purchaser in or under the Purchase Agreement (other than a discharge of the obligations of the Sellers under the Purchase Agreement, if any, to execute and deliver this Limited Power of Attorney), and such execution and delivery shall not be (or be deemed) a modification or amendment of any provision of the Purchase Agreement in any respect. This Limited Power of Attorney is not intended to enlarge or otherwise modify any rights transferred under the Purchase Agreement or to allow Purchaser to take any action with respect to a Mortgage Loan not contemplated by the transactions under the Purchase Agreement.

4. Indemnity. The Purchaser agrees to indemnify, defend and hold harmless Sellers from any and all claims, liabilities, damages, losses or expenses (including, without limitation, reasonable attorneys' fees) resulting from or arising out of any misuse of this Limited Power of Attorney or Purchaser's willful misconduct, gross negligence and bad faith in its use of this Limited Power of Attorney.

5. Term. This Limited Power of Attorney shall remain in effect until Purchaser ceases to service any Mortgage Loan.

6. Waivers and Amendments. This Limited Power of Attorney may be amended, modified, supplemented or restated only by a written instrument executed by the Sellers and the Purchaser. The terms of this Limited Power of Attorney may be waived only by a written instrument executed by the party waiving compliance.

7. Counterparts. This Limited Power of Attorney may be executed by the Sellers in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same agreement, and all signatures need not appear on any one counterpart.

8. Headings. The headings in this Limited Power of Attorney are for convenience of reference only and shall not define, limit or otherwise affect any of the terms or provisions hereof.

9. Successors and Assigns. This Limited Power of Attorney shall inure to the benefit of, and be binding upon, the Sellers and the Purchaser and their respective successors and assigns; provided, however, that the Purchaser shall not assign any of the rights under this Limited Power of Attorney (except by merger or other operation of law) without the prior written consent of the Sellers and any such purported assignment without such consent shall be void and of no effect. Notwithstanding the foregoing, the Purchaser may assign its rights hereunder to one or more of its Affiliates or any servicer that is a successor to the Purchaser.

10. Governing Law. This Limited Power of Attorney shall be governed by and construed and enforced in accordance with the Laws of the State of New York, without regard to any conflicts of law rules that might apply the Laws of any other jurisdiction.

11. Irrevocable Power of Attorney. This Limited Power of Attorney is irrevocable and coupled with an interest.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed and delivered this Limited Power of Attorney as of the date first above written.

**SELLERS:**

**NATIONAL CITY BANK**

By: *Steven M. Scheid*  
Name:  
Title:

*Steven M. Scheid*  
Senior Vice President

**NATIONAL CITY MORTGAGE SERVICES, INC.**

By: *Steven M. Scheid*  
Name:  
Title:

*Steven M. Scheid*  
Senior Vice President

State of Ohio )  
County of Montgomery ) SS.

On 10-29-09 before me, Joan L. Wimsatt, personally appeared Steven M. Scheid and \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her authorized capacity, and that by his or her signature on the instrument the entity, on behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

*Joan L. Wimsatt*  
Notary Public in and for said  
County and State Joan L. Wimsatt

[SEAL]



JOAN L. WIMSATT  
NOTARY PUBLIC  
IN AND FOR  
THE STATE OF OHIO  
MY COMMISSION  
EXPIRES  
JULY 7, 2013