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12/03/10 1:08:25
DK T BK 3,250 PG 103
DESOTO COUNTY, MS
W.E. DAVIS, CH. CLERK

Space above for Recorder's use
Recording Requested And Prepared By: _____ And When Recorded Mail To: _____

Morris & Associates
2309 Oliver Road
Monroe, LA. 71201
318-330-9020

Morris & Associates
2309 Oliver Road
Monroe, LA. 71201
318-330-9020

Date: MARCH 02, 2010

ASSIGNMENT OF MORTGAGE

For good and valuable consideration, the sufficiency of which is hereby acknowledged,
WACHOVIA BANK, N.A., c/o HomeEq Servicing 4837 Watt Avenue Mailcode CA3501, Suite 100 North Highlands,
CA 95660 Phone# 318-330-9020

by these presents does convey, grant, bargain, sell, assign, transfer and set over to:
ARCH BAY HOLDINGS, LLC, SERIES 2009B, 3121 Michelson Drive, Suite 200, Irvine, CA 92612 * 318-330-9020
the described Deed of Trust, together with the certain note(s) described therein with all interest, all liens, and any rights due
or to become due thereon. Said Deed of Trust in the amount of \$369,000.00 recorded in the State of MISSISSIPPI,
County of DE SOTO Official Records, dated MAY 25, 2007 and recorded on JUNE 25, 2007, as Instrument No. ---, in
Book No. 2742, Page at Page No. 35 .

Original Trustor: DOROTHY HILL, UNMARRIED

Original Beneficiary: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS")

Property Address: 1341 CRAFT ROAD SOUTH, HERNANDO, MS 38632-0000

Legal Description: See Attached Exhibit 'A'

BARCLAYS CAPITAL REAL ESTATE, INC. DBA HOMEQ SERVICING ATTORNEY IN FACT FOR
WACHOVIA BANK, NATIONAL ASSOCIATION

By: [Signature]
Lori Rakoncza, Assistant Secretary of Barclays Capital Real Estate, Inc.,
DBA HomeEq Servicing

WITNESS:

[Signature]

Arleda Polante

State of CALIFORNIA
County of SACRAMENTO

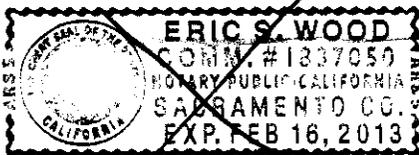
[Signature]
Doreen Valerie-Hall

}
} ss

ACKNOWLEDGMENT

On MARCH 02, 2010, before me, Eric S. Wood, the undersigned Notary Public, duly commissioned,
qualified and acting, within and for said County and State, personally appeared, Lori Rakoncza, Assistant Secretary
personally well known, who stated that they are officers for WACHOVIA BANK, N.A. duly authorized in their
respective capacities to execute the foregoing instrument for and in the name and on behalf of the said WACHOVIA
BANK, N.A., and as its act and deed they executed the aboved and foregoing instrument after first having been duly
authorized by said entity so to do.

IN TESTIMONY HEREOF, I have hereunto set my hand and official seal _____



[Signature]
Notary Public Eric S. Wood



INDEXING INSTRUCTIONS

INDEX IN: SW 1/4, NW 1/4, Sec. 8, T-3-S, R-6-W, SE 1/4 of NE 1/4, Sec. 7, T-3-S, R-6-W, NE 1/4, SE 1/4, Sec. 7, T-3-S, R-6-W, Desoto Co., MS. DK T BK 3, 250 PG 104

LEGAL DESCRIPTION:

SITUATE AND BEING 29.99 ACRES (1, 306, 392.57 S.F.) BEING PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 6 WEST, AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 6 WEST, AND PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH RANGE 6 WEST, DESOTO COUNTY, MISSISSIPPI, AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE COMMONLY ACCEPTED NORTHEAST CORNER OF SECTION 7 (ALSO THE NORTHWEST CORNER OF SECTION 8), TOWNSHIP 3 SOUTH, RANGE 6 WEST, THENCE SOUTH 02 DEGREES 13 MINUTES 20 SECONDS WEST 1337.46 FEET ALONG THE EAST LINE OF SECTION 7 (ALSO THE WEST LINE OF SECTION 8) TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 03 MINUTES 23 SECONDS WEST 1301.75 FEET ALONG THE SOUTH SIDE OF A FENCE LINE TO A 3/8" REBAR AT A FENCE CORNER; THENCE SOUTH 00 DEGREES 27 MINUTES 55 SECONDS EAST 1367.16 FEET ALONG THE EAST SIDE OF A FENCE LINE TO A STEEL TEE POST; THENCE SOUTH 89 DEGREES 38 MINUTES 18 SECONDS EAST 520.76 FEET TO A REBAR; THENCE NORTH 00 DEGREES 09 MINUTES 46 SECONDS WEST 936.29 FEET TO A 3/8" REBAR; THENCE NORTH 88 DEGREES 59 MINUTES 43 SECONDS EAST 1376.11 FEET INTO SECTION 8, TO A 3/8" REBAR ON THE WEST RIGHT OF WAY OF CRAFT ROAD (40 FEET FROM THE CENTER OF ROAD); THENCE NORTHEAST ALONG THE WEST RIGHT OF WAY OF CRAFT ROAD WITH A CURVE TO THE RIGHT, ARC DISTANCE OF 316.22 FEET, RADIUS DISTANCE OF 673.41 FEET TO A 3/4" PIPE ON THE WEST RIGHT OF WAY OF CRAFT ROAD; THENCE NORTH 79 DEGREES 11 MINUTES 34 SECONDS WEST 714.75 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINING 29.99 ACRES AND BEING PART OF THAT PROPERTY AS RECORDED IN DEED BOOK 43, PAGE 240, DEED BOOK 23, PAGE 215 OF THE OFFICE OF CHANCERY CLERK, DESOTO COUNTY, MISSISSIPPI.

LESS AND EXCEPT: 22.99 ACRES (1, 001, 558.74 S.F.) BEING PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 6 WEST AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 6 WEST, AND ALSO PART OF THE NORTHEAST QUARTER OF

THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE
6 WEST, DESOTO COUNTY, MISSISSIPPI.

DK T BK 3, 145 PG 309
DK T BK 3, 250 PG 105

BEGINNING AT THE COMMONLY ACCEPTED NORTHEAST CORNER OF SECTION 7, (ALSO THE NORTHWEST CORNER OF SECTION 8), TOWNSHIP 3 SOUTH, RANGE 6, WEST; THENCE SOUTH 02 DEGREES 13 MINUTES 20 SECONDS WEST 1337.46' ALONG THE EAST LINE OF SECTION 7 (ALSO THE WEST LINE OF SECTION 8) TO A POINT AT A FENCE CORNER; THENCE SOUTH 89 DEGREES 03 MINUTES 23 SECONDS WEST 233.76 FEET TO THE POINT OF BEGINNING AT THE NORTHEAST CORNER OF SAID 22.99 ACRES; THENCE SOUTH 89 DEGREES 03 MINUTES 23 SECONDS WEST 1067.99 FEET TO A 3/8" REBAR AT A FENCE CORNER; THENCE SOUTH 00 DEGREES 27 MINUTES 55 SECONDS EAST 1367.16 FEET ALONG THE EAST SIDE OF A FENCE LINE TO A STEEL TEE POST; THENCE SOUTH 89 DEGREES 38 MINUTES 18 SECONDS EAST 520.76 FEET TO A 3/8" REBAR; THENCE NORTH 00 DEGREES 09 MINUTES 46 SECONDS WEST 936.29 FEET TO A 3/8" REBAR; THENCE NORTH 88 DEGREES 59 MINUTES 43 SECONDS EAST 1376.11 FEET INTO SECTION 8, TO A 3/8" REBAR ON THE WEST RIGHT OF WAY OF CRAFT ROAD (40' FROM CENTER OF ROAD); THENCE NORTHEAST ALONG THE WEST RIGHT OF WAY OF CRAFT ROAD WITH A CURVE TO THE RIGHT, ARC DISTANCE OF 52.99 FEET, RADIUS OF 673.41 FEET TO A 3/8" REBAR; THENCE SOUTH 88 DEGREES 59 MINUTES 43 SECONDS WEST 850.86 FEET TO A 3/8" REBAR; THENCE NORTH 00 DEGREES 27 MINUTES 55 SECONDS WEST 392.21 FEET TO THE POINT OF BEGINNING.

PARCEL BEING PART OF THAT PROPERTY AS RECORDED IN DEED BOOK 43, PAGE 240 AND DEED BOOK 23, PAGE 215 OF THE OFFICE OF THE CHANCERY CLERK, DESOTO COUNTY, MISSISSIPPI.

SUBJECT TO: A PERPETUAL EASEMENT, FOR INGRESS AND EGRESS, AS RECORDED IN BOOK 367, PAGE 380, ON, OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY SITUATED IN DESOTO COUNTY, MISSISSIPPI, TO WIT:

0.981 ACRES BEING PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 6 WEST, AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 6 WEST, DESOTO COUNTY, MISSISSIPPI AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE COMMON NORTHEAST CORNER OF SECTION 7 AND THE NORTHWEST CORNER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 6 WEST, THENCE S 02 DEGREES 13' 20"W-1337.46' ALONG THE NORTH/SOUTH SECTION LINE BETWEEN SECTION 7 AND 8 TO A POINT AT A FENCE CORNER AND ON THE NORTH LINE OF THE HILL 7.0 ACRE

TRACT. THENCE S 89 DEGREES 03'23"W-233.76' ALONG THE NORTH LINE OF THE HILL TRACT TO A POINT A THE NORTHEAST CORNER OF THE MANGUM 22.99 ACRE TRACT. THENCE S 00 DEGREES 27' 55"W-392.21' ALONG THE PROPERTY LINE BETWEEN HILL AND MANGUM TO A POINT AT THE SOUTHWEST CORNER OF THE HILL 7.0 TRACT. SAID POINT BEING AT THE SOUTHWEST CORNER OF SAID 0.981 ACRES AND THE POINT OF BEGINNING. THENCE N 88 DEGREES 59'43"E-850.86' ALONG THE SOUTH LINE OF THE HILL 7.0 ACRE TRACT AND THE NORTH LINE OF THE MANGUM 22.99 ACRE TRACT TO A 3/8" REBAR ON THE WEST RIGHT OF WAY OF CRAFT ROAD (40' FROM CENTER OF ROAD). THENCE NORTHEAST ALONG THE WEST RIGHT OF WAY OF SAID ROAD WITH A CURVE TO THE RIGHT WITH AN ARC DISTANCE OF 52.99' AND A RADIUS OF 673.41' TO A POINT. THENCE S 88 DEGREES 59' 43" W-859.44' TO A POINT ON THE WEST LINE OF THE HILL 7.0 ACRE TRACT. THENCE S 00 DEGREES 27'55"W-50.0' ALONG THE WEST LINE OF SAID HILL TRACT TO THE POINT OF BEGINNING.

Record and Return to:
HomEq Servicing
4837 Watt Avenue
Mailcode CA3501
N. Highlands, CA 95660
Attn: Cindy Belasco
0326659828

LIMITED POWER OF ATTORNEY

This Limited Power of Attorney is made as of April 28, 2010 by Wells Fargo Bank, N.A., successor by merger to Wachovia Bank, N.A. (the "Grantee"), and Wachovia Bank of Delaware, N.A. (the "Grantee"), in favor of Barclays Capital Real Estate Inc., dba HomEq Servicing and having an office at 4837 Watt Avenue, Suite 100, North Highlands, California 95660 (the "Servicer").

WHEREAS, the Servicer, and Wells Fargo Bank, N.A. have executed and delivered certain Servicing Agreements referenced on the attached "Exhibit A" (the "Servicing Agreement"), pursuant to which the parties thereto agreed to certain terms governing the servicing of certain mortgage loans ("Mortgage Loans") by the Servicer on behalf of the Grantee; and

WHEREAS, the Grantee desires to execute and deliver this Limited Power of Attorney in order to facilitate the servicing of the Mortgage Loans by the Servicer.

NOW THEREFORE, the Grantee does hereby appoint, the Servicer, as its attorney-in-fact, in its name, place and stead to take such actions as are deemed necessary or desirable to service and administer the Mortgage Loans, including the following:

(i) to execute, by the signature of any authorized Servicer employee or agent, any and all documents or instruments of satisfaction or cancellation, or of partial or full release or discharge, and all other comparable instruments with respect to the Mortgage Loans, including without limitation, the recording or filing of such documents or instruments with the appropriate public office;

(ii) to make, correct, amend, endorse, accept, or deliver all agreements and instruments;

(iii) to administer any PMI Policy or LPMI Policy;

(iv) to liquidate and collect payments against Mortgage Loans;

(v) to prepare, execute and deliver, on behalf of the Owner at its expense, any and all financing statements, continuation statements and other documents or instruments necessary to create or maintain the lien on a Mortgaged Property and related collateral;

(vi) to enter into payment plans, modifications, waivers (including, without limitation, waivers of any late payment charge in connection with any delinquent payment on a Mortgage Loan), consents, amendments, forbearance agreements, cash management agreements or consents to or with respect to any documents contained in the related Servicing File; and

(vii) to institute and prosecute judicial and non-judicial foreclosures, suits on promissory notes, indemnities, guaranties or other Mortgage Loan documents, actions for equitable and/or extraordinary relief (including, without limitation, actions for temporary

restraining orders, injunctions, and appointment of receivers), suits for waste, fraud and any and all other tort, contractual and/or other claims of whatever nature, and to appear in and file on behalf of the Grantee such pleadings or documents as may be necessary or advisable in any bankruptcy action, state or federal suit or any other action; and

(viii) to execute deeds of conveyance and such other documents as are necessary to sell, transfer and convey REO properties owned by Owner.

all in accordance with the provisions of the related servicing agreement(s) by and between Servicer and the Grantee governing the servicing of the Mortgage Loans, (the "Servicing Agreement"), as fully, to all intents and purposes, as the Grantee might or could do if present through one of its authorized representatives, with full power of substitution and revocation.

Until a properly executed revocation of this Limited Power of Attorney is duly executed and delivered, all parties dealing with said attorney-in-fact (individually or collectively) in connection with the above-described matters may fully rely upon the power and authority of said attorney-in-fact to act for and on behalf of the undersigned, and in its name, place and stead, and may accept and rely on all documents and agreements entered into by said attorney-in-fact pursuant to the powers listed herein.

As between the Grantee and the Servicer, this Limited Power of Attorney shall be effective as of the date first written above and shall remain in full force and effect thereafter until a written notice of revocation hereof shall have been executed by the Grantee. The expiration or revocation of the period of agency hereunder shall in no way affect the validity of any actions of said Attorney-In-Fact during said period. This Limited Power of Attorney is not intended to modify or expand the rights and obligations of the Servicer as set forth in the Servicing Agreement.

The Servicer hereby agrees to indemnify and hold the Grantee 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. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the Servicing Agreement.

Nothing in this Limited Power of Attorney shall be construed to prevent the Grantee from acting on its behalf as the owner of the Mortgage Loans.

[Signatures Follow]

IN WITNESS WHEREOF, the Grantee has caused this Limited Power of Attorney to be signed and executed as its seal hereto affixed in its name by its proper officer thereunto duly authorized on the 28th day of April, 2010.

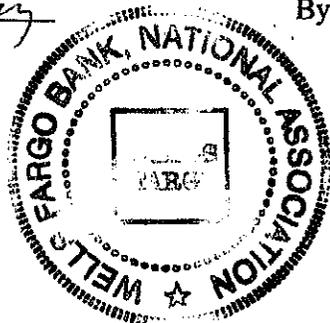
Wells Fargo Bank, N.A.

CJ Lejeune
Witness

By: Alan S. McKenney
Name: Alan S. McKenney
Title: Vice President

Kathleen Stuy
Witness

By: Susan M. Hughes
Name: Susan M. Hughes
Title: Vice President



State of Maryland:

County of Frederick:

On this, the 28th day of April, 2010, before me, a Notary Public in and for said County and State, personally appeared, Alan S. McKenney and Susan M. Hughes, personally known to me (or proved 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.

WITNESS my hand and official seal

Samantha D. Danni
Notary Signature

My Commission Expires on 2/2/2014.



Exhibit A
"Servicing Agreements"

- Sub-Servicing Agreement By and Between Wachovia Bank of Delaware, N.A. (Owner and Servicer) and Wachovia Mortgage Corporation (Owner and Servicer) and Barclays Capital Real Estate Inc. d/b/a HomEq Servicing (Sub-Servicer) Dated as of November 1, 2006.
- Flow-Servicing Agreement between HomEq Servicing Corporation (Servicer) and Wachovia Bank, National Association (Owner) Dated as of March 25, 2003.
- Flow Bulk Sub-Servicing Agreement By and Between Wachovia Bank, N.A. (Owner) and HomEq Servicing Corporation (Servicer) Dated as of July 1, 2003.
- Servicing Agreement By and Between Wachovia Bank, N.A. (Owner) and DLJ Mortgage Capital, Inc. (Servicing Rights Owner) and HomEq Servicing Corporation (Servicer) Dated as of June 6, 2003.
- Servicing Agreement By and Between Wachovia Bank, N.A. (Owner) and DLJ Mortgage Capital, Inc. (Servicing Rights Owner) and HomEq Servicing Corporation (Servicer) Dated as of July 1, 2003.
- Servicing Agreement By and Between Wachovia Bank, N.A. (Owner) and DLJ Mortgage Capital, Inc. (Servicing Rights Owner) and HomEq Servicing Corporation (Servicer) Dated as of July 31, 2003.