

1/31/11 9:40:38
DK T BK 3,269 PG 95
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

Prepared by:
Morris & Associates
2309 Oliver Road
Monroe, Louisiana 71201
Telephone: 318-330-9020
Michael Jedynak Bar# 103014

Return To:
Morris & Associates
2309 Oliver Road
Monroe, Louisiana 71201
Telephone: 318-330-9020

SUBSTITUTION OF TRUSTEE

2 tracts of land located in the NE 1/4 of Section 26, T 1 S, R 8 W, DeSoto Co., MS

STATE OF MISSISSIPPI
COUNTY OF DeSoto

Grantor:
Deutsche Bank Trust Company Americas fka Bankers Trust Company as Trustee for RALI 2001QS18
1100 Virginia Drive
MC: 190FTWD05
Ft. Washington, PA 19034
1-800-766-4622

Grantee:
Michael Jedynak
2309 Oliver Road
Monroe LA 71201
318-330-9020

WHEREAS, on the 31st day of October, 2001 and acknowledged on the 31st day of October, 2001, Hartley A. Westbrook and wife, Linda L. Westbrook executed a Deed of Trust to Robert W. Garrison, Trustee for the use and benefit of First Greensboro Home Equity, 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 1424 at Page 721; and

Tract I:

A 0.916, more or less, tract of land being located in the Northeast Quarter of Section 26, Township 1 South, Range 8 West, DeSoto County, Mississippi, being more particularly described as follows, to wit: Beginning at an iron stake (found) in the present Southerly line of Rasco Road South 89 degrees 53 minutes 03 seconds West 1028.24 feet and South 04 degrees 47 minutes 52 seconds West 38.54 feet from the Northeast corner of the Northeast Quarter of Section 26, Township 1 South, Range 8 West; thence North 89 degrees 56 minutes 33 seconds East 155.40 feet with the Southerly line of Rasco Road to an iron stake (found); thence South 04 degrees 52 minutes 26 seconds West 167.66 feet to an iron stake (found); thence North 85 degrees 05 minutes 41 seconds West 42.94 feet to an iron stake; thence South 04 degrees 52 minutes 26 seconds West 137.99 feet to an iron stake; thence South 89 degrees 50 minutes 12 seconds West 99.12 feet to an iron stake (found); thence North 00 degrees 10 minutes 04 seconds West 147.32 feet to an iron stake (found); thence 04 degrees 47 minutes 52 seconds East 154.22 feet to the point of containing 0.916 more or less, acres of land being subject to all codes, easements and right-of-ways of record.

Tract II:

A 0.1341, more or less, acre tract of land being located in the Northeast Quarter of Section 26, Township 1 South, Range 8 West, Southaven, DeSoto County, Mississippi, and being more particularly described as follows, to-wit: Begin at the accepted Northeast corner of the Northeast Quarter of Section 26, Township 1 South, Range 8 West; thence South 89 degrees 53 minutes 03 seconds West 872.78 feet with the Northerly line of said Section and along the approximate centerline of Rasco Road to a point; thence South 04 degrees 52 minutes 26 seconds West 38.70 feet to an iron stake (found) in the Southerly line of said road at the Northeast corner of a 0.916, more or less, acre tract; thence continue South 04 degrees 52 minutes 26 seconds West 167.66 feet along the Easterly line of said tract to an iron stake (found), said stake being also the True Point of Beginning for the herein described tract; thence continue South 04 degrees 52 minutes 26 seconds West 135.18 feet to an iron stake (set); thence South 89 degrees 50 minutes 12 seconds West 43.11 feet to an iron stake (found) at the Southeast corner of the said 0.916, more or less, acre tract; thence North 04 degrees 52 minutes 26 seconds East 137.99 feet along the Easterly line of said tract to an iron stake

F10-3001

kpa

(found); thence South 85 degrees 05 minutes 41 seconds East 42.94 feet to the point of beginning containing 0.1341, more or less, acres of land being subject to all codes, regulations and revisions, easements and rights-of-way of record.

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 Michael Jedynak, as Trustee, the said Michael Jedynak, 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 26 day of January, 2011.

~~Deutsche Bank Trust Company Americas fka Bankers Trust Company as Trustee for RALI 2001QS18~~

Matthew Ferragamo Residential Funding Company, LLC
BY: Matthew Ferragamo ~~Residential Funding Corporation~~
Authorized Officer Attorney in Fact for

STATE OF Pennsylvania
COUNTY OF Montgomery

PERSONALLY ~~came and appeared~~ before me, the undersigned authority in and for the jurisdiction aforesaid, Matthew Ferragamo known personally to me to be the Authorized Officer of the within named Deutsche Bank Trust Company Americas fka Bankers Trust Company as Trustee for RALI 2001QS18 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 26 day of January, 2011

Trina Wiltbank
NOTARY PUBLIC

MY COMMISSION EXPIRES:

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Trina Wiltbank, Notary Public
Upper Dublin Twp., Montgomery County
My Commission Expires Sept. 10, 2013
Member, Pennsylvania Association of Notaries

FOR REGISTRATION JUDITH A. GIBSON
REGISTER OF DEEDS
NECKLENSBURG COUNTY, NC
28003 FEB 18 11:21 AM
BOOK 14888 PAGE 383-388 FEE \$20.00
INSTRUMENT # 2003026735

DL T BK 3,269 PG 97

Limited Power of Attorney

KNOW ALL MEN BY THESE PREMISES:

That Deutsche Bank Trust Company Americas (formerly known as Bankers Trust Company), as Trustee (together with its successors and assigns, the "Trustee") under Pooling and Servicing or Indenture Agreements pursuant to which Residential Funding Corporation acts as Master Servicer, and such Trustee being, a New York Banking Corporation organized and existing under the laws of the State of New York, c/o Deutsche Bank National Trust Company having an office located at 176 East St. Andrew Place, in the City of Santa Ana, State of California, 92705, has made, constituted and appointed, and does by these presents make, constitute and appoint Residential Funding Corporation, a corporation organized and existing under the laws of the State of Delaware, its trust and lawful Attorney-in Fact, with full power and authority to sign, execute, acknowledge, deliver, file for record, and record any instrument on its behalf and to perform such other act or acts as may be customarily and reasonably necessary and appropriate to effectuate the following enumerated transactions in respect of any of the mortgages or deeds of trust (the "Mortgages" and the "Deeds of Trust", respectively) and promissory notes secured thereby (the "Mortgages Notes") for which the undersigned is acting as Trustee for various certificate holders (whether the undersigned is named therein as mortgagee or beneficiary or has become mortgagee by virtue of endorsement of the Mortgage Note secured by any such Mortgage or Deed of Trust) and for which Residential Funding Corporation is acting as master servicer.

This appointment shall apply to the following enumerated transactions only:

1. The modification or re-recording of a Mortgage or Deed of Trust, where said modification or recording is for the purpose of correcting the Mortgage or Deed of Trust to conform same to the original intent of the parties thereto or to correct title errors discovered after such title insurance was issued and said modification or re-recording, in either instance, does not adversely affect the lien of the Mortgage or Deed of Trust as insured.
2. The subordination of the lien of a Mortgage or Deed of Trust to an easement in Favor of a public utility company or a government agency or unit with power of eminent domain; this section shall include, without limitation, the execution of partial satisfaction/releases, partial reconveyances or the execution of requests to trustees to accomplish same.
3. The qualified subordination of the lien of a Mortgage or Deed of Trust to a lien of a creditor that is created in connection with the refinancing of a debt secured by a lien that was originally superior to the lien of the Mortgage or Deed of Trust.

[WHEN RECORDED RETURN TO]
NTC - ATTN: ALAN GRAHAM
2100 ALT. 19 NORTH
PALM HARBOR, FLORIDA 34683
GMACPOA S/Cny: NCMECKLENBU

Prepared by: Alan Graham
Alan Graham
NTC (727) 731-4000
2100 Alt 19 North
Palm Harbor, FL 34683

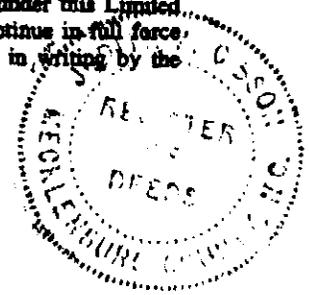


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4. With respect to a Mortgage or Deed of Trust, the Foreclosure, the taking of a deed in lieu of Foreclosure, or the completion of judicial or non-judicial Foreclosure or termination, cancellation or rescission of any such Foreclosure, including, without 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. Statements of breach or non-performance;
 - c. Notices of default;
 - d. Cancellations/rescissions of notices of default and/or notices of sale;
 - e. The taking of a deed in lieu of foreclosure; and
 - f. Such other documents and action as may be necessary under the terms of the Mortgage, Deed of Trust of state law to expeditiously complete said transactions.
5. 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 of real estate owned.
6. The completion of loan assumption agreements.
7. The full satisfaction/ release of a Mortgage or Deed of Trust or full reconveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.
8. The assignment of any Mortgage or Deed of Trust and the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby pursuant to the requirements of a Residential Funding Corporation Seller Contract, including, without limitation, by reason of conversion of an adjustable rate mortgage loan from a variable rate to a fixed rate.
9. The full assignment of a Mortgage or Deed of Trust 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.

The undersigned gives said Attorney-in Fact 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 of 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 that said Attorney-in Fact shall lawfully do or cause to be done by authority hereof.

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 has not been revoked unless and instrument of revocation has been made in writing by the undersigned.



Deutsche Bank Trust Company Americas
(formerly known as Bankers Trust
Company), as Trustee

Name: James Noriega
Title: Associate

Name: Katie Wannemacher
Title: Vice President

STATE OF CALIFORNIA)

SS.

COUNTY OF ORANGE)

On OCT 30 2002 before me, Brent Wayne Hovler personally appeared
Katie Wannemacher, Vice President and James Noriega, Associate, Personally known to me OR proved to
me on this basis of satisfaction 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 entirety upon
behalf of which the person(s) acted, executed the instrument in the city of Santa Ana, County of Orange,
State of California.

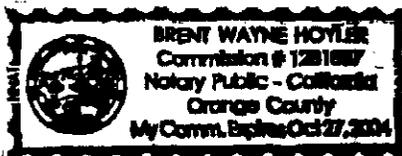
CAPACITY CLAIMED BY SIGNER

Individual Attorney-in-Fact Other
XXX Corporate Officers XXX Trustee(s)

Signer is representing: Deutsche Bank Trust Company Americas

WITNESS my hand and official seal

Notary Public in and for the State of California



10-27-04





JUDITH A. GIBSON
REGISTER OF DEEDS, MECKLENBURG COUNTY
COUNTY & COURTS OFFICE BUILDING
720 EAST FOURTH STREET
CHARLOTTE NC 28202

.....
Filed For Registration: 02/10/2003 11:21 AM
Book: RE 14809 Page: 383-386
Document No.: 2003026735
P/A 4 PGS \$20.00

Recorder: TERESITA BYRUM

.....
State of North Carolina, County of Mecklenburg

The foregoing certificate of BRENT WAYNE HOYLER Notary is certified to be correct. This 10TH of February 2003

JUDITH A. GIBSON, REGISTER OF DEEDS By: _____
Deputy/Assistant Register of Deeds

Teresita Byrum



2003026735





NATIONAL TITLE CLEARANCE CENTER
2001 BRYAN STREET, SUITE 1700, DALLAS, TX 75201
TOLL FREE: 800-442-4303 • FAX: 214-303-5427

MORRIS & ASSOCIATES
2309 OLIVER RD
Monroe, LA 71201

Re: Borrower: Linda Westbrook
Property: 1207 Rasco Road, Southaven, MS 38671
Your no: F10-3001
Policy no: 7211183-146628

Dear Sir/Madam:

You have notified Chicago Title Insurance Company (the "Company") that your client is the legal owner or servicer of the debt secured by the mortgage insured by the referenced Title Insurance Policy (the "Policy"). You have also informed the Company that a foreclosure is pending and that a recent search of the property has revealed a title defect or encumbrance described as follows:

Vesting Deed, recorded in Book 303 Page 735, recorded date of July 16, 1996, has 2 errors within the legal description of Tract 1. 1st error, in the 14th line, said legal states "thence 04 degrees 47 minutes 52 seconds", however, this should state "thence North 04 degrees 47 minutes 52 seconds". Also, in the same line, said legal states "point to containing", however, this should state "point of beginning".

Deed of Trust, recorded in Book 1424 Page 0721, recorded date of December 10, 2001, has the same errors within the legal description of Tract 1. 1st error, in the 14th line, said legal states "thence 04 degrees 47 minutes 52 seconds", however, this should state "thence North 04 degrees 47 minutes 52 seconds". Also, in the same line, said legal states "point to containing", however, this should state "point of beginning".

Upon proper foreclosure of the insured mortgage and the current insured's acquisition of the property at foreclosure sale or upon the insured's acquisition of title by deed in lieu of foreclosure, coverage will continue in favor of the insured in accordance with the terms and provisions of the Policy.

In order to expedite the resolution of this matter, the Company offers to issue its standard letter of indemnity to another title insurance underwriter, with respect to the Item. In the alternative, the company will consider issuing new title insurance at standard rates, to a third party purchaser(s) and or its lender(s), taking exception to the Item, but insuring against any loss or damage due to the item(s). The Company's liability on any new policy issued shall not exceed the amount of the current policy limits. The Company requires satisfaction of other underwriting requirements and the payment of the appropriate title insurance premium.

This offer is conditioned upon our named insured in the referenced policy being the grantor or mortgagor in the new transaction. If you choose to close any new transactions with another title company, it is possible that it will determine that the Items is covered by a Master Indemnity Agreement, Mutual Indemnification Agreement or Indemnity Treaty. I suggest that you inquire as to this possibility when the order is placed, as that will expedite handling. If an indemnity letter is required, I will need a copy of the new underwriter's title commitment before issuing the letter.

If you have any questions, please do not hesitate to contact us.



NATIONAL TITLE CLEARANCE CENTER
2001 BRYAN STREET, SUITE 1700, DALLAS, TX 75201
TOLL FREE: 800-442-4303 • FAX: 214-303-5427

Sincerely,

A handwritten signature in cursive script, appearing to read "Christina Puckett", written in dark ink.

Christina Puckett
Production Manager FNTG National Title Clearance Center
Doug Turner