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DK T BK 3,294 PG 65
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

RECORD 2nd

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

SUBSTITUTION OF TRUSTEE

NW 1/4 of Sec. 3, T-3-S, R-7-W, Desoto Co., MS.

STATE OF MISSISSIPPI
COUNTY OF DeSoto

Grantor:
Deutsche Bank National Trust Company, as Indenture Trustee of the Arch Bay Asset-Backed Securities Trust 2010-2
8742 Lucent Blvd. Suite 300
Highlands Ranch, CO 80129
318-330-9020
Grantee:
Michael Jedynak
2309 Oliver Road
Monroe LA 71201
318-330-9020

WHEREAS, on the 23rd day of April, 2007 and acknowledged on the 23rd day of April, 2007, Joseph Lipsey aka William Joseph Lipsey executed a Deed of Trust to O'Brien Law Firm, LLC, Trustee for the use and benefit of Citizens Home Mortgage, LLC 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 2708 at Page 25; 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 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 30 day of March, 2011.

Deutsche Bank National Trust Company, as Indenture Trustee of the Arch Bay Asset-Backed Securities Trust 2010-2 by Specialized Loan Servicing Attorney-in-Fact

BY: Anthony Forsberg Assistant Vice President

F11-0383

STATE OF Colorado
COUNTY OF Douglas

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Anthony Forsberg known personally to me to be the Assistant Vice President of the within named Deutsche Bank National Trust Company, as Indenture Trustee of the Arch Bay Asset-Backed Securities Trust 2010-2 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 30 day of March, 2011.

Marsha Corah
NOTARY PUBLIC

MY COMMISSION EXPIRES:
7-8-2014

MARSHA CORAH NOTARY PUBLIC STATE OF COLORADO

F11-0383

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Deutsche Bank National Trust Company, a national banking association organized and existing under the laws of the United States, having its principal place of business at 1761 East St. Andrew Place, Santa Ana, California, 92705, as indenture trustee (the "Indenture Trustee") pursuant to that Asset Sale and Management Agreement dated as of December 3, 2010 (the "Agreement") by and between the Indenture Trustee, Arch Bay Asset-Backed Securities Trust 2010-2, Arch Bay Mortgage Acceptance III, LLC, Arch Bay 2010-2 REO Owner LLC, Arch Bay Asset Management, LLC – Series 1, Quantum Servicing Corporation as servicer and Specialized Loan Servicing LLC, as servicer (the "Servicer"), and, hereby constitutes and appoints the Servicer, by and through the Servicer's officers, the Indenture Trustee's true and lawful Attorney-in-Fact, in the Indenture Trustee's name, place and stead and for the Indenture Trustee's benefit, in connection with all mortgage loans serviced by the Servicer in connection with the Agreement solely for the purpose of performing such acts and executing such documents in the name of the Indenture Trustee necessary and appropriate to effectuate the following enumerated transactions in respect of any of the Mortgages and Mortgage Notes for which the undersigned is acting as Indenture Trustee for various Certificateholders (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) and for which the Attorney-in-Fact is acting as the Servicer. Capitalized terms used herein but not defined shall have the meanings assigned to them in the Agreement.

This Appointment shall apply only to the following enumerated transactions, in each instance subject to and in accordance with the terms of the Agreement and the SLS Servicing Agreement, and nothing herein or in the Agreement shall be construed to the contrary:

1. The modification or re-recording of a Mortgage, where said modification or re-recording is solely for the purpose of correcting the Mortgage 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 or re-recording, in either instance, does not adversely affect the lien of the Mortgage as insured and (ii) otherwise conforms to the provisions of the Agreement.

2. The subordination of the lien of a Mortgage 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.

FIF-0383

5. The full or partial satisfaction, release or discharge of a Mortgage Asset or full conveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note and all other comparable instruments.

6. The assignment of any Mortgage 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 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, 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 of 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 or state law to expeditiously complete said transactions in paragraphs 8.a. through 8.e. above.

9. With respect to the sale of 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 property.

10. The modification or amendment of escrow agreements established for repairs to the mortgaged property or reserves for replacement of personal property.

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 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 that said Attorney-in-Fact shall be effective as of **March 30, 2011**.

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 of attorney.

Nothing contained herein shall (i) limit in any manner any indemnification provided by the Servicer to the Indenture Trustee under the Agreement, or (ii) be construed to grant the Servicer the power to initiate or defend any suit, litigation or proceeding in the name of Deutsche Bank National Trust Company except as specifically provided for herein. If the Servicer receives any notice of suit, litigation or proceeding in the name of Deutsche Bank National Trust Company, then the Servicer shall promptly forward a copy of same to the Indenture Trustee.

THIS LIMITED POWER OF ATTORNEY IS NOT INTENDED TO EXTEND THE POWERS GRANTED TO THE SERVICER UNDER THE AGREEMENT AND THE SLS SERVICING AGREEMENT OR TO ALLOW THE SERVICER TO TAKE ANY ACTION WITH RESPECT TO MORTGAGES, DEEDS OF TRUST OR MORTGAGE NOTES NOT AUTHORIZED BY THE AGREEMENT OR THE SLS SERVICING AGREEMENT, AS APPLICABLE. FOR THE AVOIDANCE OF DOUBT THIS LIMITED POWER OF ATTORNEY SHALL NOT BE USED TO CIRCUMVENT THE CONSENT RIGHTS OF, OR TO RATIFY THE ACTS OR OMISSIONS OF THE SERVICER UNDER THE AGREEMENT OR THE SLS SERVICING AGREEMENT BY, THE INDENTURE TRUSTEE, ISSUER, OR THE ASSET MANAGER UNDER THE AGREEMENT OR THE SLS SERVICING AGREEMENT.

The Servicer hereby agrees to indemnify and hold the Indenture Trustee 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 Agreement or the earlier resignation or removal of the Indenture Trustee under the Agreement.

This Limited Power of Attorney is entered into and shall be governed by the laws of the State of New York, 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.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Deutsche Bank National Trust Company, as Indenture Trustee 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 **30th** day of **March 2011**.

DEUTSCHE BANK NATIONAL TRUST COMPANY,
as Indenture Trustee

By: _____
Name: Barbara Campbell
Title: Vice President

Prepared By: _____
Name: Jennifer Van Dyne

Witness: _____
Name: Jason Williams

Witness: _____
Name: Vaheh Bashikian

STATE OF CALIFORNIA
COUNTY OF **ORANGE**

On **March 30, 2011**, before me, the undersigned, a Notary Public in and for said state, personally appeared **Barbara Campbell** of Deutsche Bank National Trust Company, who 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 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(SEAL)

Notary Public, State of California

SAMMI S. MCKOY
Commission # 1868477
Notary Public - California
Los Angeles County
My Comm. Expires Oct 17, 2013