

Prepared by and Return To:

J1101924MS

NATIONWIDE TRUSTEE SERVICES, INC.

1587 Northeast Expressway

Atlanta, GA 30329

(404)-417-4040

INDEXING INSTRUCTIONS: Lot 407, Lot 408 and Lot 409, Sections D, Buenas Vista Lakes Subdivision, in Section 14, Township 4 South, Range 8 West, DeSoto County, Mississippi

SUBSTITUTION OF TRUSTEE

WHEREAS, on November 14, 2007, Luis A. Perez a/k/a Luis Alberto Perez, executed a Deed of Trust to Dudley B. Bridgforth for the use and benefit of Mortgage Electronic Registration Systems, Inc., as nominee for EquiFirst Corporation, its successors and assigns 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 Book 2,822, Page 1, and also recorded in Record Book 2988, Page 486 thereof; describing the following property:

Lot 407, Lot 408 and Lot 409, Sections D, Buenas Vista Lakes Subdivision, in Section 14, Township 4 South, Range 8 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 5, Pages 40-43 in the Office of the Chancery Clerk of DeSoto County, Mississippi.

Being the same property conveyed to Grantor, Jerry Laroe, a single person, herein by Warranty Deed of Record at Record Book 428, Page 60 dated August 30, 2002 filed September 9, 2002 in the Chancery Clerk's Office of DeSoto County, Mississippi.

Being the same property conveyed to Grantor, Dennis Moore and Vicki Moore, herein by Warranty Deed, dated June 20, 1986, filed for record September 9, 1986, at Book 189 Page 111, in the Clerk's Office of DeSoto County, Mississippi.

Being the same property conveyed to Deutsche Bank National Trust Company as Indenture Trustee, in Trust for the Registered Holders of Argent Mortgage Loan Asset Backed Notes, Series 2005-W1, Under the Pooling and Servicing Agreement dated as of April 1, 2005, without recourse by Substituted Trustee's Deed dated January 11, 2007, filed for record January 17, 2007 at Book 549, Page 55, in the Chancery Clerk's Office of said County.

WHEREAS, the undersigned is the present holder and beneficiary of the deed of trust; 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

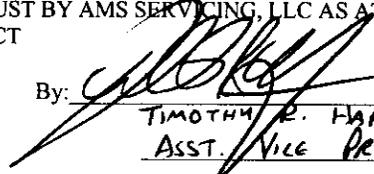
Should the undersigned become the last and highest bidder at the foreclosure sale, the Substitute Trustee is hereby authorized to transfer and assign said bid to convey title to said foreclosed property to the THE BANK OF NEW YORK MELLON TRUST COMPANY, NATIONAL

ASSOCIATION AS GRANTOR TRUSTEE OF THE PROTIUM MASTER GRANTOR TRUST, its successors and assigns. 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 of the assignee or other parties thereby, and that the Substitute Trustee is duly authorized and empowered to execute same.

NOW THEREFORE, the undersigned does hereby appoint and substitute **NATIONWIDE TRUSTEE SERVICES, INC.**, as Trustee in said Deed of Trust, the said **NATIONWIDE TRUSTEE SERVICES, INC.**, to have all the rights, powers and privileges of the Trustee named in said Deed of Trust.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed on this the 15th day of NOVEMBER, 2011.

THE BANK OF NEW YORK MELLON TRUST COMPANY, NATIONAL ASSOCIATION AS GRANTOR TRUSTEE OF THE PROTIUM MASTER GRANTOR TRUST BY AMS SERVICING, LLC AS ATTORNEY IN FACT

By: 
TIMOTHY R. HARMAN
ASST. VICE PRESIDENT

Its: Attorney In Fact

STATE OF new York
COUNTY OF Erie

Power of Attorney Attached as Exhibit A

Personally appeared before me, the undersigned authority in and for the said county and state, on this 15th day of Nov., 20 11, within my jurisdiction, the within named Timothy R. Harman, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed in the above and foregoing instrument and acknowledged that he/she/they executed the same in his/her/their representative capacity(ies), and that by his/her/their signature(s) on the instrument, and as the act and deed of the person(s) or entity(ies) upon behalf of which he/she/they acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

Pamela Gibson
NOTARY PUBLIC
My commission expires: 9/8/14

(Affix seal) **PAMELA GIBSON**
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ERIE COUNTY
MY COMMISSION SEPT. 8, 2014

Limited Power of Attorney

This Limited Power of Attorney is executed as of August 24th, 2011, by The Bank of New York Mellon Trust Company, National Association, as grantor trustee of the Protium Master Grantor Trust, having an office at 601 Travis Street, 16th Floor, Houston, TX 77002 ("Owner"), appointing as attorney-in-fact, AMS Servicing, LLC, having an office at 3374 Walden Avenue, Depew, NY 14043 ("AMS").

RECITALS:

- A. Owner is the holder of certain mortgage loans and/or REO properties, which are serviced by DHM Mortgage Servicing, LLC ("DHM"), pursuant to a Servicing Agreement ("DHM Servicing Agreement") effective as of April 29, 2010;
- B. DHM and AMS entered into a Servicing Agreement ("AMS Servicing Agreement") effective as of January 19, 2011, pursuant to which AMS will sub-service certain mortgage loans and/or REO properties as more particularly described on the schedule provided to AMS by Owner (collectively, "Mortgage Loans") on behalf of the Owner;
- C. In connection with AMS's performance of such functions, AMS has requested that the Owner authorize AMS to execute certain documents on the Owner's behalf as further described herein.

AMS is authorized to act as attorney-in-fact in the following limited circumstances:

Owner hereby appoints AMS as its attorney-in-fact, with full power of substitution, to exercise at any time all or any of the following powers: (i) to execute on behalf of Owner any documents or instruments necessary to collect payments against, to liquidate or cancel any mortgage subject to the AMS Servicing Agreement in accordance with such AMS Servicing Agreement, and to otherwise manage and service the Mortgage Loans and properties in accordance with the AMS Servicing Agreement; (ii) to execute on behalf of Owner any assignments, documents or instruments necessary to assign, convey, or otherwise transfer its interest in the Mortgage Loans as per the AMS Servicing Agreement; (iii) to execute documents on behalf of Owner in connection with any bankruptcy or receivership of a mortgagor whose Mortgage Loan is subject to the AMS Servicing Agreement; (iv) to execute on behalf of Owner any documents necessary to carry out foreclosure of any mortgaged property securing a Mortgage Loan subject to the AMS Servicing Agreement, (v) to execute on behalf of the Owner any necessary documents to effectuate an eviction, unlawful detainer or similar dispossessory proceeding, (vi) to execute on behalf of Owner any documents necessary for the offer, listing, closing of sale and conveyance of real estate owned ("REO") property in accordance with the terms of the AMS Servicing Agreement and (vii) to negotiate and execute on behalf of Owner any documents or instruments in connection with a short payoff or short refinancing and to release the existing lien of mortgage in connection with the closing of any such transaction. This limited power of attorney is not intended to extend the powers granted to AMS under the AMS Servicing Agreement or to allow AMS to take any action with respect to a Mortgage Loan not authorized by the AMS Servicing Agreement.

C. Owner represents that any bank, title company, court, governmental agency, or other institution may rely on this Limited Power of Attorney in honoring the acts of AMS hereunder.

D. AMS hereby agrees to indemnify and hold the Owner, DHM and their respective 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 AMS of the powers granted to it hereunder. The foregoing indemnity shall survive the termination of this Limited Power of Attorney.

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

F. This Limited Power of Attorney shall terminate upon the earlier of (i) notice from the Owner of the

termination of this Limited Power of Attorney or (ii) the termination of the AMS Servicing Agreement and shall not apply to a Mortgage Loan that has been transferred into a security or otherwise conveyed to a third party by Owner.

IN WITNESS WHEREOF, the parties have executed this Limited Power of Attorney on the day and year first above written.

By: *Shantelle Jones-Harris*
Name: Shantelle Jones-Harris
Title: Vice President

WITNESSES

By: *Angie Strong*
Name: Angie Strong
Title:

By: *Emily R. Sobkowiak*
Name: Emily R. Sobkowiak
Title: Associate

STATE OF IL : ss.
COUNTY OF Cook

On the 24th day August 2011, before me, a Notary Public in and for said State, personally appeared Shantelle Jones-Harris of The Bank Of New York Mellon Trust Company, N.A. personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the preceding instrument and acknowledged to me that they executed the same in their authorized capacities and that by their signatures on the instrument the persons or the entities upon behalf of which the persons acted, executed the instrument as of August 24, 2011

WITNESS my hand and official seal.



T. Muzquiz
Notary Public
T. MUZQUIZ