

Prepared by:
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Sean A. Southern Bar# 103043

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SUBSTITUTION OF TRUSTEE

Lot 2, Homestead Sub division, in sec. 32, Township 1 South, Range 8 West, in Plat Book 26, pg.9, in DeSoto County., Mississippi.

STATE OF MISSISSIPPI
COUNTY OF DeSoto

Grantor:
First Horizon Home Loans a division of First Tennessee National Association
2309 Oliver Road
Monroe LA 71201
318-330-9020

Grantee:
Sean A. Southern
2309 Oliver Road
Monroe LA 71201
318-330-9020

WHEREAS, on the 3rd day of July, 2008 and acknowledged on the 3rd day of July, 2008, James A Guidi Sr, A married man joined herein by Cheryl D.Guidi executed a Deed of Trust to Peter F. Makowiecki, Trustee for the use and benefit of Mortgage Electronic Registration Systems, Inc as nominee for First Tennessee Home Loans, A Division of First Tennessee Bank N.A. 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 2,924 at Page 62; 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 Sean A. Southern, as Trustee, the said Sean A. Southern, 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 21ST day of Sept, 2012

Nationstar Mortgage LLC, as attorney
in-fact for First Horizon Home Loans a
division of First Tennessee Bank National
Association.


BY: Sherry Sumerauer
Limited VP

STATE OF Texas
COUNTY OF Denton

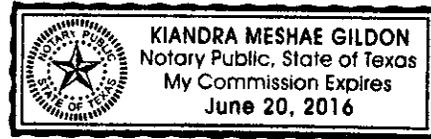
PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Sherry Sumerauer known personally to me to be or satisfactorily proved to me to be the Limited VP for the within named First Horizon Home Loans a division of First Tennessee National Association and 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 21st day of September, 2012.

Kiandra Meshae Gildon 9-21-12
NOTARY PUBLIC

MY COMMISSION EXPIRES:

6-20-2016



LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that First Tennessee Bank National Association in order to carry out the intent and purposes of that certain Subservicing Agreement ("Agreement") executed June 21, 2011 between Nationstar Mortgage LLC and First Tennessee Bank National Association ("Owner") (for purposes of this document, Owner's name may appear as First Horizon Home Loans, a division of First Tennessee Bank National Association; First Tennessee Bank National Association, successor through merger with First Horizon Home Loan Corporation; or First Tennessee Bank National Association), and in accordance with the provisions of said Agreement, does hereby appoint Nationstar Mortgage LLC and any of its affiliates, and the officers, employees and agents of each ("NSM"), as its true and lawful attorney-in-fact, with full power of substitution:

a. to endorse the name of Owner, without recourse, upon any and all notes, checks, drafts or other instruments and vehicles of the payment of money received or to be received by or on behalf of NSM in payment of or on any Mortgage Loan serviced by NSM or insurance proceeds resulting from any insurance on the Mortgaged Property, and to take any and all action necessary to perfect the interest of Owner in any Mortgaged Loan serviced by NSM pursuant to the Agreement;

b. to endorse or cause to be endorsed, execute, acknowledge and deliver any security instrument, assignment, instruments of conveyance including conveyance of title to real estate owned satisfactions, release (full or partial), loan modification agreements, subordinations, loan assumption agreements, Property achievement agreements or any other documents necessary to establish and protect all rights, title and interest of Owner in, to and under such Mortgage Loan, including, but not limited to foreclosure proceedings;

c. to execute and deliver affidavits of debt, substitutions of counsel, non-military affidavits, notices of rescission, transfer tax affidavit, affidavits of merit, verification of complaint, notices to quit, bankruptcy declarations for the purpose of filing motions to lift stays and other documents or notice filings on behalf of Owner in connection with foreclosure, bankruptcy and eviction actions;

d. to take action 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 recession of termination, cancellation or rescission of any such foreclosure, including, without limitation, any and all of the following acts:

- i. the substitution of trustee(s) serving under a Deed of Trust, in accordance with state law and the Deed of Trust;
- ii. the preparation and issuance of statements of breach or non-performance;

- iii. the preparation and filing of notices of default and/or notices of sale;
 - iv. the cancellation/rescission of notices of default and/or notices of sale;
 - v. the taking of a deed in lieu of foreclosure; and
- e. to take such other action as may be deemed desirable by NSM or as may be necessary to service the Mortgage Loan in accordance with Applicable Requirements.

NSM shall indemnify, defend and hold harmless Owner and its successors and assigns from and against any and all losses, costs, expenses (including, without limitation, actual attorneys' fees), damages, liabilities, demands or claims of any kind whatsoever, ("Claims") arising out of, related to, or in connection with (i) any act taken by NSM (or its substitute or substitutes) pursuant to this Limited Power of Attorney, which act results in a Claim solely by virtue of the unlawful use of this Limited Power of Attorney (and not as a result of a Claim related to the underlying instrument with respect to which this Limited Power of Attorney has been used), or (ii) any use or misuse of this Limited Power of Attorney in any manner or by any person not expressly authorized hereby.

Third parties without actual notice may rely upon the power granted under this Limited Power of Attorney upon the exercise of such power of the Attorney-in-fact that all conditions precedent to such exercise of power have been satisfied and that this Limited Power of Attorney has not been revoked unless an instrument of revocation has been recorded.

This Limited Power of Attorney, and all authority granted hereunder shall be in full force and effect until either (i) terminated in writing by Owner or (ii) without further action by Owner automatically upon the termination in full of the Agreement.

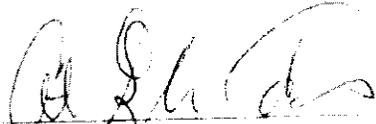
Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the above referenced Agreement.

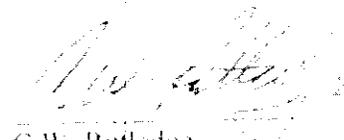
This Limited Power of Attorney shall be binding upon Owner and its successors and assigns, and shall inure to the benefit of NSM, and its successors and assigns.

IN WITNESS WHEREOF, Owner has caused its name to be subscribed hereto by its authorized officer and its seal is to be affixed by its Secretary, this 21st day of October, 2011.

Signed and Acknowledged
In the presence of the following witnesses:

First Tennessee Bank
National Association


Witness


C.W. Rutledge
Senior Vice President and
Assistant General Counsel


Witness

Attest:

[SEAL]


Shannon Hernandez
Assistant Corporate Secretary

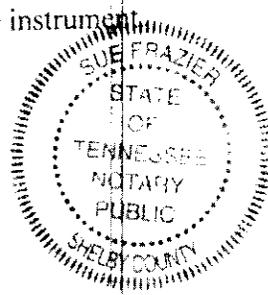
STATE OF TENNESSEE

COUNTY OF SHELBY

On 10/21/2011, before me Sue Frazier, a Notary Public, personally appeared C.W. RUTLEDGE, Senior Vice President and Assistant General Counsel of FIRST TENNESSEE BANK NATIONAL ASSOCIATION, personally known to me, and proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within document and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the document the person(s) or the entity upon which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Notary Public: 



My Commission Expires:
MY COMMISSION EXPIRES:
January 10, 2012