

**Grantor:**

Deutsche Bank National Trust Company, as trustee (not in its individual capacity but solely as trustee), in trust for registered holders of VCM trust series 2009-2  
7880 Bent Branch Drive  
Suite 150  
Irving, TX 75063  
866-660-5804

**Grantee:**

Rubin Lublin, LLC  
1675 Lakeland Drive, Suite 403  
Jackson, MS 39216  
(877) 813-0992

## Original Document Recording Cover Page

### APPOINTMENT OF SUBSTITUTE TRUSTEE

Name of Document: \_\_\_\_\_

Prepared By: Acqura Loan Services, 7880 Bent Branch Drive, Suite 150, Irving, TX 75063, 866-660-5804

Attorney Bar Number: ATTORNEY NOT LICENSED TO PRACTICE IN MS

Return To: RUBIN LUBLIN, LLC, 1675 Lakeland Drive, Suite 403, Jackson, MS 39216, (877) 813-0992

Indexing Instructions: 1 ac, SE 1/4, Section 35, Township 1 South, Range 6 West, Chickasaw Cession, DeSoto County, MS

Please record the attached document and return to the "Return To" address above.

FILE NO.: ALS-13-00539

PREPARED BY:  
RECORD AND RETURN TO:  
RUBIN LUBLIN, LLC  
119 S. Main Street, Suite 500  
Memphis, TN 38103  
(877) 813-0992

Grantor:  
Deutsche Bank National Trust Company, as trustee (not in its individual capacity but solely as trustee), in trust for registered holders of VCM trust series 2009-2  
c/o Acqura Loan Services  
7880 Brent Branch Drive  
Suite 150  
Irving, TX 75063

Grantee:  
Rubin Lublin, LLC  
119 S. Main Street, Suite 500  
Memphis, TN 38103  
(877) 813-0992

PARTIAL LEGAL DESCRIPTION:  
INDEXING INSTRUCTIONS 1 AC, SE  
1/4, SECTION 35, TOWNSHIP 1  
SOUTH, RANGE 6 WEST,  
CHICKASAW CESSION, DESOTO  
COUNTY, MS

APPOINTMENT OF SUBSTITUTE TRUSTEE

WHEREAS, on November 14, 2000, FREDDIE L. ALEXANDER AND MONA W. ALEXANDER, executed a Deed of Trust to CRAIG N. LANDRUM, ESQ., Trustee, recorded in Deed Book 1267, Page 0701, Office of the Chancery Clerk of DeSoto County Mississippi, (the "Deed of Trust"), to secure the payment of certain debts and obligations as described in the Deed of Trust;

WHEREAS, Deutsche Bank National Trust Company, as trustee (not in its individual capacity but solely as trustee), in trust for registered holders of VCM trust series 2009-2 (the "Holder"), is the owner and holder of the indebtedness secured by the Deed of Trust, and it appears that action is now required under the Deed of Trust as a result of default having occurred in the underlying indebtedness; and

WHEREAS, pursuant to the Deed of Trust, Holder has elected to remove CRAIG N. LANDRUM, ESQ. and all subsequently appointed trustees, as Trustee and to appoint Rubin Lublin, LLC, as the Substitute Trustee; 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 and 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, an Officer of the United States of America, or Federal Home Loan Mortgage Corporation, or Federal National Mortgage Association, or whomever the Holder shall authorize (the "Assignee"). The statement in the Substitute Trustee Deed that the Holder has requested transfer of its bid to grantee(s) in the substitute Trustee Deed shall be binding on the Holder and conclusive evidence in favor of the Assignee or other parties thereto, and the Substitute Trustee is duly authorized and empowered to execute same.

FILE NO.: ALS-13-00539

NOW, THEREFORE, Holder, pursuant to and in compliance with the Deed of Trust, does hereby name and appoint Rubin Lublin, LLC as Substitute Trustee under the Deed of Trust, and declares that they shall have the same powers and authority as the Trustee (as such term is defined in the Deed of Trust). This instrument shall constitute a Deed of Appointment. All other Substitutions of Trustee in connection with said property are hereby REVOKED.

WITNESS, the execution hereof by Holder through its duly authorized officer, this 8<sup>th</sup> day of February 2013

Acqura Loan Services as attorney in fact for Deutsche Bank National Trust Company, as trustee (not in its individual capacity but solely as trustee), in trust for registered holders of VCM trust series 2009-2

BY: [Signature]  
Print Name: Lisa Miller  
Title: Disclosure Manager

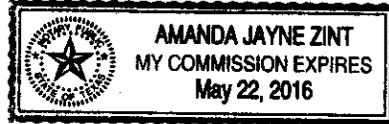
STATE OF Texas  
COUNTY OF Dallas

Before me, Amanda Jayne Zint, a Notary Public of said State and County aforesaid, personally appeared Lisa Miller, of Acqura Loan Services to me known (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument on behalf of Deutsche Bank National Trust Company, as trustee (not in its individual capacity but solely as trustee), in trust for registered holders of VCM trust series 2009-2, as Attorney-in-Fact, and acknowledged that he/she executed the same as the free act and deed of Deutsche Bank National Trust Company, as trustee (not in its individual capacity but solely as trustee), in trust for registered holders of VCM trust series 2009-2.

GIVEN UNDER BY HAND AND OFFICIAL SEAL OF OFFICE this 8 day of Feb., 2013

[Signature]  
Notary Public Amanda Jayne Zint

My commission expires: May 22, 2016  
(Notary Seal)



STATE OF MS  
 COUNTY OF MARSHALL  
 FILED & RECORDED  
 2011 JUN 21 PM 3:37  
 2011002498  
 INSTRUMENT #  
 C.W. THOMAS  
 CHANCERY CLERK

*Return*  
 RUBIN LUBLIN  
 SHARAZ SERRANO, LLC  
 Attorneys and Counselors at Law  
 3740 Davinci Court, Suite 400  
 Norcross, GA 30092-7613  
 877-813-0992

Prepared by: Acqura Loan Services  
 7880 Bent Branch Drive  
 Irving, TX 75063



11-03878

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, and having its principal place of business at 1761 East St. Andrew Place, Santa Ana, California, 92705, as Certificate Trustee (the "Certificate Trustee") pursuant to that Master Grantor Trust Agreement dated as of August 1, 2008 (the "Agreement") by and between Vantium Capital Markets LP, (the "Depositor"), and Acqura Loan Services, (the "Servicer"), hereby constitutes and appoints the Servicer, by and through the Servicer's officers, the Certificate Trustee's true and lawful Attorney-in-Fact, in the Certificate Trustee's name, place and stead and for the Certificate Trustee's benefit, in connection with all mortgage loans serviced by the Servicer pursuant to the Agreement solely for the purpose of performing such acts and executing such documents in the name of the Certificate Trustee 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 "Mortgage Notes") for which the undersigned is acting as Certificate 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 or Deed of Trust) and for which Acqura Loan Services is acting as the Servicer.

This Appointment shall apply only to the following enumerated transactions and nothing herein or in the Agreement shall be construed to the contrary:

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

2. The subordination of the lien of a Mortgage or Deed of Trust 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.
5. The full satisfaction/release of a Mortgage or Deed of Trust or full conveyance upon payment and discharge of all sums secured thereby, including, without

- 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, Deed of Trust 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 May 26, 2010.

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 Certificate

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 Certificate Trustee.

This limited power of attorney is not intended to extend the powers granted to the Servicer under the 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.

The Servicer hereby agrees to indemnify and hold the Certificate 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 Certificate Trustee under the Agreement.

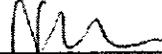
This Limited Power of Attorney is entered into and shall be governed by the laws of the State of New York, without regard to conflicts of law principles of such state.

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.

IN WITNESS WHEREOF, Deutsche Bank National Trust Company, as Certificate 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 26th day of May 2010.

Deutsche Bank National Trust Company, as  
Certificate Trustee for VCM Trust Series  
2009-2

By:   
Name: Hang Luu  
Title: Authorized Signer

Witness No. 1:

Signature:  Date: 05/26/10

Print Name: Richard Vieta Telephone: (714)-247-6267

Address: Deutsche Bank National Trust Company  
1761 East Saint Andrew Place  
Santa Ana, California 92705.4934

Witness No. 2:

Signature:  Date: 05/26/10

Print Name: Alice Tatusian Telephone: (714)-247-6420

Address: Deutsche Bank National Trust Company  
1761 East Saint Andrew Place  
Santa Ana, California 92705.4934

Acknowledged and Agreed  
Acqura Loan Services

By:   
Name: Ronald M Bendall  
Title: EVP and Secretary

STATE OF CALIFORNIA  
 COUNTY OF ORANGE

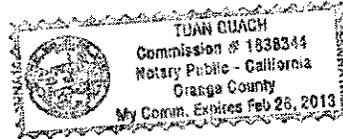
On May 26, 2010, before me, the undersigned, Notary Public, personally appeared Hang Luu, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, 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.

  
 \_\_\_\_\_  
 Signature of Notary Public  
 California

(Notary Seal)



Phyllis Lee Crisp, Register  
 Blount County Tennessee

Rec #:	401485	Instrument #:	634253
Rec'd:	30.00		
State:	0.00		
Clerk:	0.00	Recorded	
EBP:	2.00	1/14/2011 at 8:00 AM	
Total:	32.00	in	
		Record Book 2285 Pgs 230-235	