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STATE OF OHIO
LAKE COUNTY
FILED FOR RECORD

2007 027848

2007 APR - 5 AM 9:39

MICHAEL A. BROWN
RECORDER

Record and Return to:
Bels Title
4365 Harrison Ave.
Cincinnati, OH
45211

Limited Power of Attorney

This Limited Power of Attorney is executed as of July 14, 2004, by Liquidation Properties Inc. having an office at 390 Greenwich Street, New York, NY 10013 ("Owner"), appointing as attorney-in-fact Wells Fargo Bank N.A successor by merger to Wells Fargo Home Mortgage Inc having an office at 1 Home Campus, Des Moines, IA 50328 ("Wells").

RECITALS:

A. Owner and Wells entered into a Servicing Agreement ("Servicing Agreement") effective as of December 1, 2003, pursuant to which Wells will service certain mortgage loans and/or REO Properties as more particularly described on the schedule provided to Wells by Owner (collectively, "Mortgage Loans") on behalf of the Owner;

B. In connection with Well's performance of such functions, Wells has requested that the Owner authorize Wells to execute certain documents on the Owner's behalf as further described herein.

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

Owner hereby appoints Wells 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 Servicing Agreement in accordance with such Servicing Agreement, and to otherwise manage and service the Mortgage Loans and properties in accordance with the 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 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 Servicing

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PEGGY HOLING
LAKE COUNTY AUDITOR

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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 Servicing Agreement, (v) to execute on behalf of the Owner any necessary documents to effectuate an eviction, unlawful detainer or similar dispossessory proceeding, and (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 Servicing Agreement. This limited power of attorney is not intended to extend the powers granted to Wells under the Servicing Agreement or to allow Wells to take any action with respect to a Mortgage Loan not authorized by the Servicing Agreement.

C. Owner represents that any bank, title company, courts, governmental agencies, or other institutions may rely on this Limited Power of Attorney in honoring the acts of Wells hereunder.

D. Wells hereby agrees to indemnify and hold the Owner 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 Wells 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. To the extent permitted by other applicable law, the terms and provisions of this Agreement shall control in the event of any conflict between such terms or provisions.

F. This Limited Power of Attorney shall terminate on the termination of the 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.



Liquidation Properties, Inc.

Phil Seares
By: Phil Seares
Title: Vice President

Witness: *Kathryn Ebner*
Kathryn Ebner, Analyst

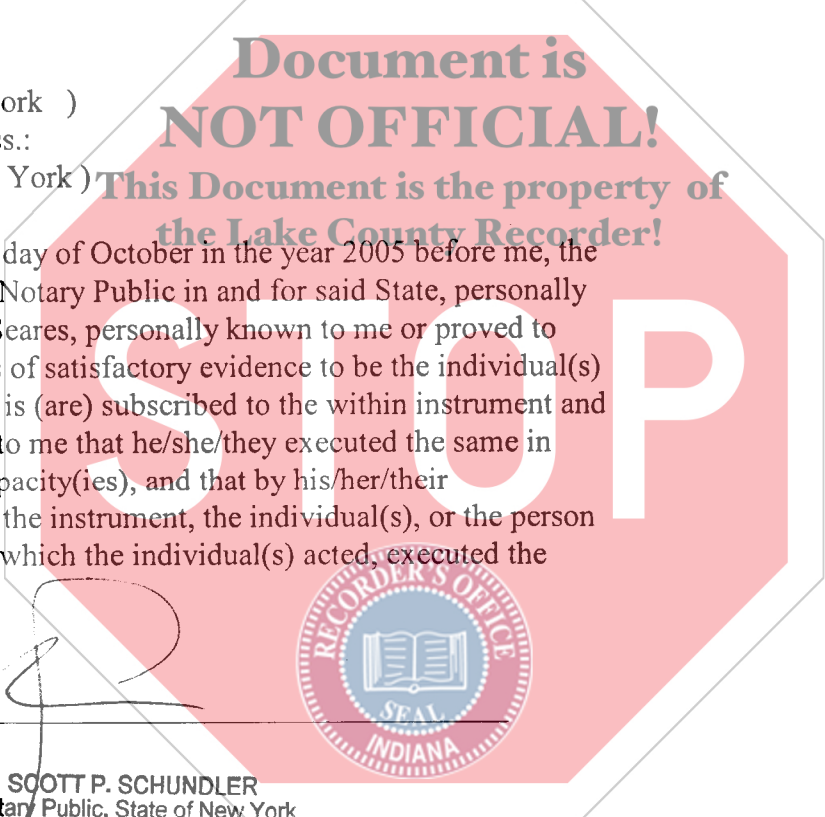
Witness: *Matthew Fallon*
Matthew Fallon, Analyst

ACKNOWLEDGMENT OF CONVEYANCE

State of New York)
) ss.:
County of New York)

On the 25th day of October in the year 2005 before me, the undersigned, a Notary Public in and for said State, personally appeared Phil Seares, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Scott P. Schundler
Notary Public
SCOTT P. SCHUNDLER
Notary Public, State of New York
No. 01SC6124904
Qualified in New York County
Commission Expires April 4, 2009



CERTIFICATE OF SUBSCRIBING WITNESS

State of New York)
) ss.:
County of New York)

On the 25th day of October in the year 2005 before me, the undersigned, a Notary Public in and for said State, personally appeared Kathryn Ebner and Matthew Fallon, the subscribing witnesses to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) in New York state; that he/she/they know(s) Phil Seares to be the individual described in and who executed the foregoing instrument; that said subscribing witnesses were present and saw said Phil Seares execute the same; and that said witnesses at the same time subscribed his/her/their name(s) as a witness thereto.

Notary Public

SCOTT P. SCHUNDLER
Notary Public, State of New York
No. 01SC6124404
Qualified in New York County
Commission Expires April 1, 2009

