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**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Brown & Associates
10592-A Fuqua PMB 426
Houston, TX 77089

Attention: Alison S. Walas
Prepared By: A. Walas

2007 098/23 ✓

20070700791
LANE 001/28/2007 RP3 \$24.00
FILED FOR RECORD

2007 DEC 17 AM 8:38

MICHAEL S. BROWN
RECORDER

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Beal Bank, S.S.B., a state-chartered bank organized and existing under the laws of the State of Texas and having its principal place of business at 6000 Legacy Drive, Plano, Texas 75024 as Purchaser (the "Purchaser") pursuant to that Mortgage Loan Purchase Agreement, by and among Credit-Based Asset Servicing and Securitization LLC ("Seller"), Litton Loan Servicing LP (the "Servicer") and the Purchaser, dated as of August 31, 2007 (the "Agreement"), hereby constitutes and appoints the Servicer, by and through the Servicer's officers, the Purchaser's true and lawful Attorney-in-Fact, in the Purchaser's name, place and stead and for the Purchaser's benefit, in connection with all mortgage loans and REO properties subject to the terms of the Agreement for the purpose of performing all acts and executing all documents in the name of the Purchaser as may be customarily and reasonably 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 the Purchaser (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 the Servicer is performing sub-servicing activities all subject to the terms of the Agreement.

llc

2007-12-13 10:57 AM

This appointment shall apply to the following enumerated transactions only:

1. The modification or re-recording of a Mortgage or Deed of Trust, where said modification or re-recording is 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 and said modification or rerecording, in either instance, does not adversely affect the lien of the Mortgage or Deed of Trust as insured.
2. 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 limitation, cancellation of the related Mortgage Note.
3. The assignment, without recourse, representation or warranty, of any Mortgage or Deed of Trust and the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby.

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4. The full assignment, without recourse, representation or warranty, of a Mortgage or Deed of Trust 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.

5. 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 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 nonperformance;
- 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; and
- e. the preparation and execution of such other documents and performance 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 5(a) through 5(d), above.

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, each subject to the terms and conditions set forth in the Agreement and in accordance with the standard of care set forth in the Agreement as fully as the undersigned might or could do, and hereby does ratify and confirm to all that said Attorney-in-Fact shall lawfully do or cause to be done by authority hereof. This Limited Power of Attorney shall be effective as of October 18, 2007, and shall automatically terminate on November 29, 2007; provided, however, that the Purchaser may terminate this Limited Power of Attorney prior to such date by delivering written notice to the Servicer.

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.

FILED FOR RECORD
8:00 AM

NOV 28 2007

Sherry A. Hoffman
County Clerk, Harris County, Texas

HP 052-13-1353

IN WITNESS WHEREOF, Beal Bank, S.S.B., as Purchaser pursuant to that Mortgage Loan Purchase Agreement among Seller, Purchaser and the Servicer, dated as of August 31, 2007, has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by D. Andrew Beal, its duly elected and authorized President, this 30th day of October, 2007.

BEAL BANK, S.S.B.

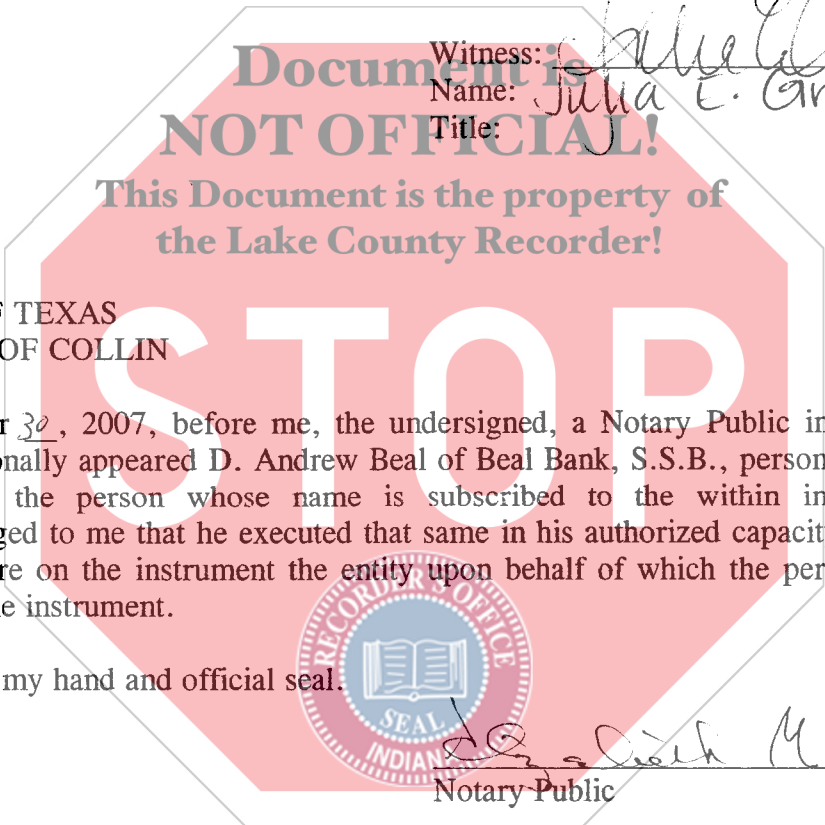
102

By: [Signature]
Name: D. Andrew Beal
Title: President

LCA
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Witness: [Signature]
Name: Jacque Littlefield
Title: Loan Officer

Witness: [Signature]
Name: Julia E. Green
Title:

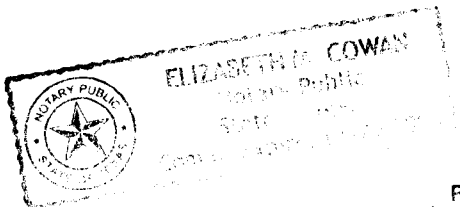


STATE OF TEXAS
COUNTY OF COLLIN

On October 30, 2007, before me, the undersigned, a Notary Public in and for said state, personally appeared D. Andrew Beal of Beal Bank, S.S.B., personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed that same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted and executed the instrument.

WITNESS my hand and official seal.
(SEAL)

[Signature]
Notary Public



Inv. 042 - Beal Bank

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best of photographic reproduction because of illegible handwriting or photo copy, discolored paper, etc. In such cases, additions and changes were present at the time the instrument was filed and recorded.

SEE 1-13-1353

RP 052-13-1363

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS

NOTICE!
I hereby certify that this instrument was FILED in the number Sequence on the date and at time stamped herein by me; and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on:

This Document is the property of
NOV 28 2007
the Lake County Recorder!



Bruce B. Keyman
COUNTY CLERK
HARRIS COUNTY, TEXAS

STOP

