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STATE OF INDIANA

LAKE COUNTY
FILED FOR RECORD
WAKE COUNTY, NC 1605

2000 NOV 26 PH 3: LEGURA M RIDDICK
REGISTER OF DEEDS
MICHAEL A. BROWNERESENTED 8 RECORDED ON
RECORDER
06/29/2007 AT 16:45:50

BOOK: 012633 PAGE: 01914 - 01919

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COVER SHEET FOR POWER OF ATTORNEY

FROM

LaSalle Bank National Association as Trustee for Certificateholders of EMC Mortgage Loan Trust 2003-B, Mortgage Loan Pass Through Certificates, Series 2003-B

This Document Othe property of the Lake County Recorder!
Integrated Asset Services, Inc.

Morris Hardwick Schneider

Attorney at law 6525 Morrison Boulevard, Suite 115 Charlotte, NC 28211

FILED

NOV 26 2008

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

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Prepared by EMC Mortgage Corporation.

When recorded return to:

EMC Mortgage Corporation

Attn: Collaboral Management

909 Hidder Ridge Drive

Irving, TX 75038

972/444-2800



Doc ID: 002334640004 Type: CRP Recorded: 12/07/2005 at 10:53:24 AM Fee Amt: \$23.00 Page 1 of 4 Craven, NC-A Becky Thompson Register of Deeds

вк 2389 ра 476-479

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that LaSalle Bank National Association, a national banking association organized and existing under the laws of the United States and having its principal place of business at 135 South LaSalle Street, Suite 1625, Chicago, Illinois, 60603, as Trustee (the "Trustee") pursuant to a Pooling and Servicing Agreement, dated August 1, 2003, (the "Agreement") by and among EMC Mortgage Corporation, a Delaware Corporation as Master Servicer ("EMC") and LaSalle Bank National Association, hereby constitutes and appoints EMC, by and through EMC's officers, the Trustee's true and lawful Attorney-in-Fact, in the Trustee's name, place and stead and for the Trustee's benefit, in connection with all mortgage loans serviced by the Master Servicer pursuant to the Agreement solely for the purpose of performing such acts and executing such documents in the name of the Trustee necessary and appropriate to effectuate the following enumerated transactions in respect of any of the mortgages or deeds of trust (the "Mortgages" and "Deeds of Trust" respectively), retail installment contracts ("other security instruments") and promissory notes secured thereby (the "Mortgage Notes") for which the undersigned is acting as Trustee for various Certificateholders for EMC Mortgage Loan Trust 2003-B, Mortgage Loan Pass-Through Certificates Series 2003-B (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/or assignment of the Mortgage or Deed of Trust) and for which EMC is acting as the Master Servicer. FFICIAL

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, or re-titling of other security instruments, where said modification, re-recording or re-titling is being done solely for the purpose of correcting the Mortgage, Deed of Trust or other security instruments 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, re-recording, or re-titling in either instance, does not adversely affect the lien position of the Mortgage, Deed of Trust or other security instruments as insured and (ii) otherwise conforms to the provision 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 reguests 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, and recordation of same (if necessary).
- 5. The full or partial satisfaction/release of a Mortgage or Deed of Trust or full or partial conveyance upon payment and discharge of the necessary limitation, cancellation of the related Mortgage Note.
- 6. The assignment of any Mortgage, Deed of Trust or other security instrument and the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby.

RESOURCE TITLE AGENCY, INC. 375 Glensprings Dr., #105 Cincinnati, OH 45246 513-671-5100 I 335

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- 7. The full assignment of a Mortgage, Deed of Trust or other security instrument 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.
- 8. 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 non-performance;
 - 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 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 paragraph 8.a. through 8. e. above.
- 9. With respect to other security instruments the power to:
 - a. Perform any other necessary acts of foreclosure and/or eviction.
- 10. With respect to the sale of real 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;
 - 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 real property.
- 11. The modification or amendment of escrow agreements established for repairs to the mortgaged property.
- 12. The endorsement of loss drafts or other checks that are necessary to effectuate proper servicing of the loan.
- 13. Respond to potential litigation complaints on behalf of Trust only when timing issues would cause exposure for loss. Trustee will be apprised of potential litigation by Master Servicer as soon as commercially reasonable.

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 the Limited Power of Attorney shall be effective as of August 1, 2003.

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 or attorney.

Nothing contained herein shall (i) limit in any manner any indemnification provided by the Master Servicer to the Trustee under the Agreement, or (ii) be construed to grant the Master Servicer the power to initiate or defend any suit, litigation or proceeding brought against LaSalle Bank National Association as Trustee for the applicable trust, except as specifically provided for herein. If the Master Servicer receives any notice of suit, litigation or proceeding in the name of LaSalle Bank National Association as Trustee, then the Master Servicer shall forward a copy of same to the Trustee within a reasonable period of time.

This Limited Power of Attorney is not intended to extend the powers granted to the Master Servicer under the Agreement or to allow the Master Servicer to take any action with respect to Mortgages, Deeds of Trust or Mortgage Notes not authorized by the Agreement. Not withstanding anything contained herein to the contrary, EMC shall not, without the Trustee's written consent (i) hire or procure counsel to represent the Trustee; or (ii) prepare, execute or deliver any government filing forms, permit registration or other documents, which have the effect of causing the Trustee to be registered to do business in any state.

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

This Limited Power of Attorney is entered into and shall be governed by the laws of the State of Illinois, 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.



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IN WITNESS WHEREOF, LaSalle Bank National Association as 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 $17^{\rm st}$ day of February, 2005.

LaSalle Bank National Association, a national banking association, solely in its capacity as Trustee

By: Name: Oristopher Lewis
Title: Assistant Vice President

Witness: M. Hully
Printed Name: Amanda Hellyer

Witness: ______ Printed Name:

..

st Officer

Name: Rita Lopez

Attest:

Acknowledged and Agree

Acknowledged and Agreed EMC Mortgage Corporation

This Document is the property of

Jocument is

the Lake County Recorder!

Name: Title:

By: Un

ANN LUCKE ASSISTANT SECRETARY

STATE OF ILLINOIS COUNTY OF COOK

On February 17, 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared Christopher Lewis, Assistant Vice President of LaSalle Bank National Association, as Trustee for EMC Mortgage Loan Trust 2003-B personally known to me to be the person whose name is subscribed to the within instrument and acknowledge to me that he/she executed that same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted and executed the instrument.

WITNESS my hand and official seal.
(Seal)

and official seal.

ETHEL FRANKLIN
NOTARY PUBLIC STATE OF ILLINOIS
My Commission Element of Illinois
My Commission Element of Illinois

Notary Public, State of Illinois

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Book 2389 Page 4710

Register of Deeds Craven County
Becky Thompson