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2009 069678

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2009 OCT 16 AM 8:40

MICHAEL A. BROWN
RECORDER

RECORDING REQUESTED BY:

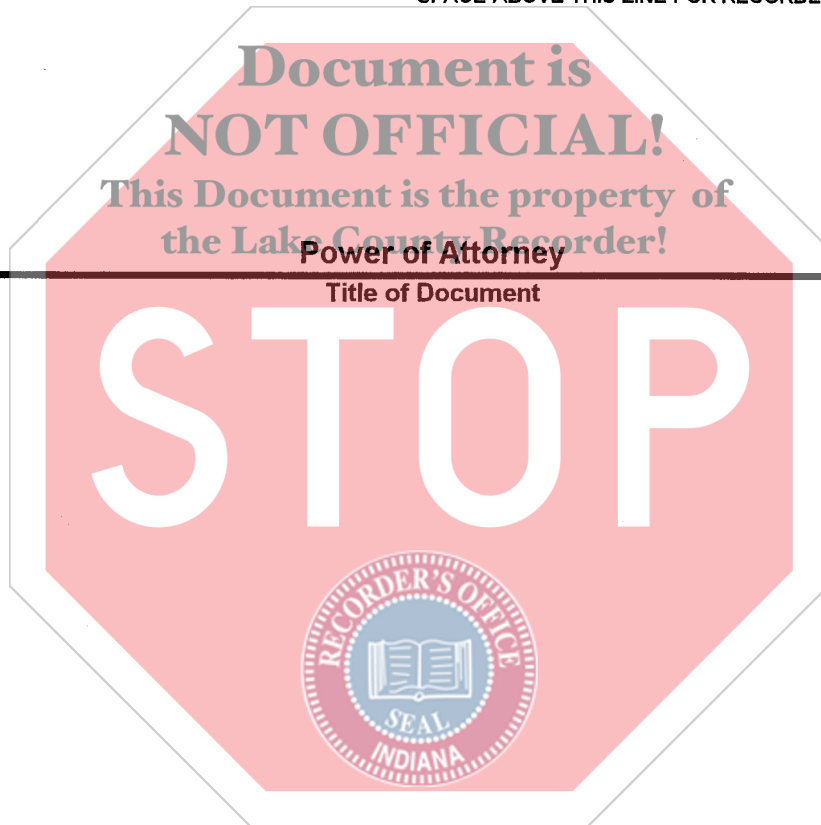
When Recorded Mail to:

T.D. Services Company
1820 E. First Street Suite 300
PO Box 11988
Santa Ana, CA 92711-1988

Prepared by:
George Lorilla

Inv #
RELEASE # 35032262LI

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

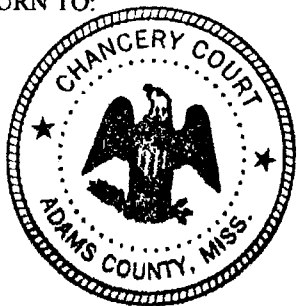


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✓ #2329927
17⁰⁰
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RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

SN Servicing Corporation
Attn: Carolyn van Aalst
323 Fifth Street
Eureka, CA 95501
800 843-0260



STATE OF MISSISSIPPI

ADAMS COUNTY

THOMAS J. O'BEIRNE, Clerk of the Chancery Court of said County, hereby
certify that the foregoing instrument of writing was filed in my office for record on the

9 day of July 2009 at 11:04 o'clock

A M., and duly recorded in DEED Book No. 240 Page 650.

THOMAS J. O'BEIRNE, Clerk

Claudia White D.C.

*12:00 PM
TD Sewie*

Liquidation to SNSC
(Citigroup pkg)

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

TITLE

Document is

NOT OFFICIAL!
LIMITED POWER OF ATTORNEY

This Document is the property of
the Lake County Recorder!

STOP

STATE OF MISSISSIPPI
ADAMS COUNTY

I, Thomas J. O'Beirne, Chancery Clerk in and for
said County and State do hereby certify that the
above and foregoing instrument is a true and
correct copy of original recorded in

Book 240 Page 650

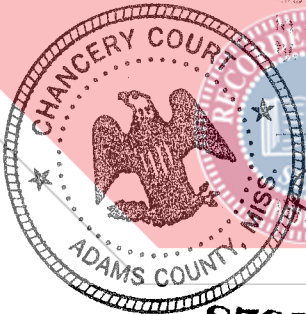
in the office of the Chancery Clerk, Adams County,
Mississippi.

Given under my hand and seal of office this the

17 day of July A.D., 2009

THOMAS J. O'BEIRNE, Chancery Clerk

Claudia White



85992

Limited Power of Attorney

This Limited Power of Attorney is executed as of May 26, 2009, by Liquidation Properties, Inc. having an office at 388/390 Greenwich Street, New York, NY 10013 ("Owner"), appointing as attorney-in-fact SN Servicing Corporation, having an office at 323 Fifth Street, Eureka, CA 95501 ("SNSC").

RECITALS:

A. Owner and SNSC entered into a Servicing Agreement ("Servicing Agreement") effective as of June 5, 2009, pursuant to which SNSC will service certain mortgage loans and/or REO Properties as more particularly described on the schedule provided to SNSC by Owner (collectively, "Mortgage Loans") on behalf of the Owner;

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

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

Owner hereby appoints SNSC 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 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 SNSC under the Servicing Agreement or to allow SNSC 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 SNSC hereunder.

D. SNSC 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 arising from the actions taken by SNSC pursuant to the powers granted to it in the Servicing Agreement or 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 upon the earlier of (i) notice from the Owner of the termination of this Limited Power of Attorney or (ii) 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.,

By: [Signature]

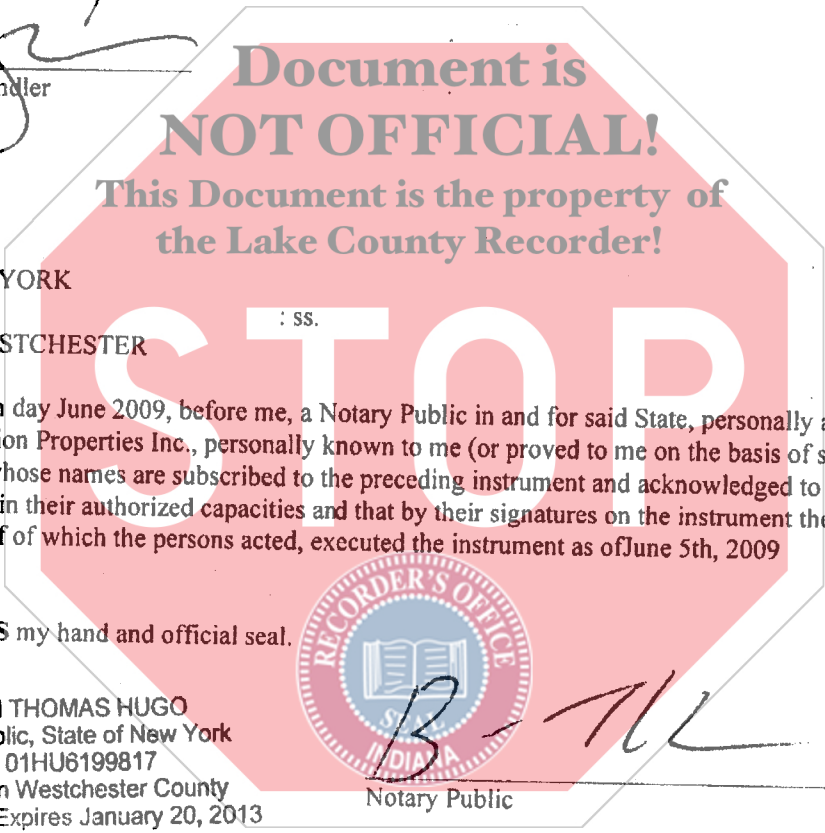
Name: Brian Appell

Title: Vice President

WITNESSES

By: [Signature]
Name: Juliana Castelli
Title: Analyst

By: [Signature]
Name: Scott Schundler
Title: Associate



STATE OF NEW YORK

COUNTY OF WESTCHESTER

: ss.

On the 5th day June 2009, before me, a Notary Public in and for said State, personally appeared Brian Appell of Liquidation Properties Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the preceding instrument and acknowledged to me that they executed the same in their authorized capacities and that by their signatures on the instrument the persons or the entities upon behalf of which the persons acted, executed the instrument as of June 5th, 2009

WITNESS my hand and official seal.

BRIAN THOMAS HUGO
Notary Public, State of New York
No. 01HU6199817
Qualified in Westchester County
Commission Expires January 20, 2013

[Signature]
Notary Public