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MICHELLE G. FAJMAN RECORDER

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

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

LIMITED POWER OF ATTORNEY

Residential Funding Company, LLC (f/k/a Residential Funding Corporation), a limited liability company organized and existing under the laws of the State of Delaware and having a place of business at One Meridian Crossings, Minneapolis, MN 55423 as the Owner (thereinafter called "Owner") hereby appoints Home Servicing, LLC (hereinafter called 'home") as the specific purposes set forth

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The said attorney's-in-fact is hereby authorized and empowered, as follows:

- 1. To execute, acknowledge, seal and deliver deed of trust/mortgage, note endorsements, lost note affidavits, assignments of deed of trust/mortgage and other recorded documents, satisfactions, / releases/conveyances of deed of trust/mortgage, subordinations and modification, tax authority notifications and declarations, deeds, bills of sale and other instruments of sale, conveyance, and transfer, appropriately completed, wit all ordinary or necessary endorsements, acknowledg3ements, affidavits, and supporting documents as may be necessary or appropriate to effect its execution, delivery, conveyance, recordation or filing.
- 2. To execute and deliver insurance filings and claims, affidavits of debt, substitutions of trustee, substitutions of counsel, non-military affidavits, notices of rescission, foreclosure deeds, transfer tax affidavits, affidavits of merit, verifications of complaints, notices to quit, bankruptcy declarations for the purpose of filing motions to lift stays and other documents or notice filings on behalf of the Owner in connection with insurance, foreclosure, bankruptcy and eviction actions.
- 3. To endorse any checks or other instruments received by Home and made payable to the Owner in relation to the Mortgage Loans and REO properties that are part of the Servicing and Servicing Rights Purchase Agreement between Home and Owner dated October 12, 2007 ('Agreement').
- 4. To pursue any deficiency, debt or other obligation, secured and unsecured, including but not limited to those arising from foreclosure to other sale, promissory note or check. This power also authorizes Home to collect, negotiate or otherwise settle any deficiency claim, including interest and attorney's fees

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: 00 14 20 BEVERLY B. KAUFMAN, County Clerk

Harris County, Texas

Denuty

Billy Gilbert

AMOUNT \$_	16-
CASH	- CHARGE
OVERAGE_	~
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- 5. To do any other act or complete any other document that arises in the normal course of servicing of all Mortgage Loans and REO properties, as defined in, and subject to the terms of the Agreement, 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 and the Owner might or could do. This Limited Power of Attorney shall be effective as of October 29, 2007 and shall terminate on the termination of the Agreement or such other date as may be mutually acceptable to the parties.
- 6. Home agrees to indemnify and hold the Owner and its directors, officers and employees and agents harmless only pursuant to, and to the extent of, the specific terms of the Agreement by reason or result of or in connection with the exercise by Home of the powers granted hereunder.

Date: March 16, 2009

Witnesses:

Name: Melissa

tary Public

Residential Funding Company, LLC f/k/a Residential Funding Corporation Name: Charity Peterson Title: Limited Signing Officer Name: Rebecca Westerber anty Recorder! Windler

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STATE OF MINNESOTA COUNTY OF HENNEPIN

On March 16, 2009 before me, Lisa A. Magnuson, Notary Public, personally appeared Charity Peterson personally know to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted executed the instrument.

Witness on my hand and official seal

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A CERTIFIED COPY

OCT 14 2010

BEVERLY B. KAUFMAN, County Clerk

Harris County, Texas

Denuty

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Official Public Records of
HARRIS COUNTY MENT 18
BEVERLY KAUFMAN
COUNTY CLERK FICIAL!
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the Lake County Recorder!

RECORDERS MEMORANDUM
This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

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
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



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A CERTIFIED COPY

ATTEST: 2007 3 4 2000
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

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