

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

Office of the County Recorder  
Sherburne County, MN

**Doc. No. 716772**

2011 016658

2011 MAR 21 AM 10:09

Certified filed and/or recorded on

08-04-2010 at 10:30

Michelle Ashe, County Recorder

MICHELLE ASHE  
RECORDER

By [Signature] Deputy Fee: \$ 46.00



LIMITED POWER OF ATTORNEY

**FILED**

**MAR 17 2011**

**PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR**

Drafted by/Prepared by:  
When recorded return to:  
Specialized Loan Servicing LLC  
8742 Lucent Blvd., Suite 300  
Denver, CO 80129  
Attention: Document Control

Document is  
**NOT OFFICIAL!**  
LIMITED POWER OF ATTORNEY

This Limited Power of Attorney is made in connection with that certain Servicing Agreement by and between ~~Fremont Reorganizing Corporation~~, succeeded in interest by **Signature Group Holdings, Inc.**, a Nevada corporation, (the "Owner") and **Specialized Loan Servicing LLC**, a Delaware LLC (the "Servicer") dated as of **March 23, 2009**, (the "Servicing Agreement").

Owner hereby makes, constitutes and appoints Servicer for Owner's benefit and in Owner's name, place, and stead, Owner's true and lawful attorney-in-fact, with full power of substitution, to act in any manner necessary and proper to exercise the servicing and administrative powers set forth in the Servicing Agreement with respect to those loans transferred to Servicer pursuant to the terms of the Servicing Agreement. This appointment shall not be assigned to any third party by Servicer without the written prior consent of Owner. This Limited Power of Attorney shall be effective with the commencement of servicing and shall expire by its own terms with respect to each Mortgage Loan upon the payment in full of such Mortgage Loan or the conveyance of each REO Property, or upon the cancellation of the Servicing Agreement, whichever occurs first.

Nothing herein shall give any attorney-in-fact the rights or powers to negotiate or settle any suit, counterclaim or action against Owner. If the Servicer receives any notice of suit, litigation or proceeding in the name of the Owner, then the Servicer shall forward a copy of same to the Owner within 10 days. In no event shall Servicer or its counsel accept service of process on behalf of Owner with respect to any suit.

000510

AMOUNT \$ 16  
CASH  CHARGE \_\_\_\_\_  
CHECK # 772807  
OVERAGE \_\_\_\_\_  
COPY \_\_\_\_\_  
NON-COM  RM

Owner will not be responsible for inspection of any items being executed pursuant to this Limited Power of Attorney and as such, is relying upon the Servicer to undertake whatever procedures may be necessary to confirm the accuracy of such items.

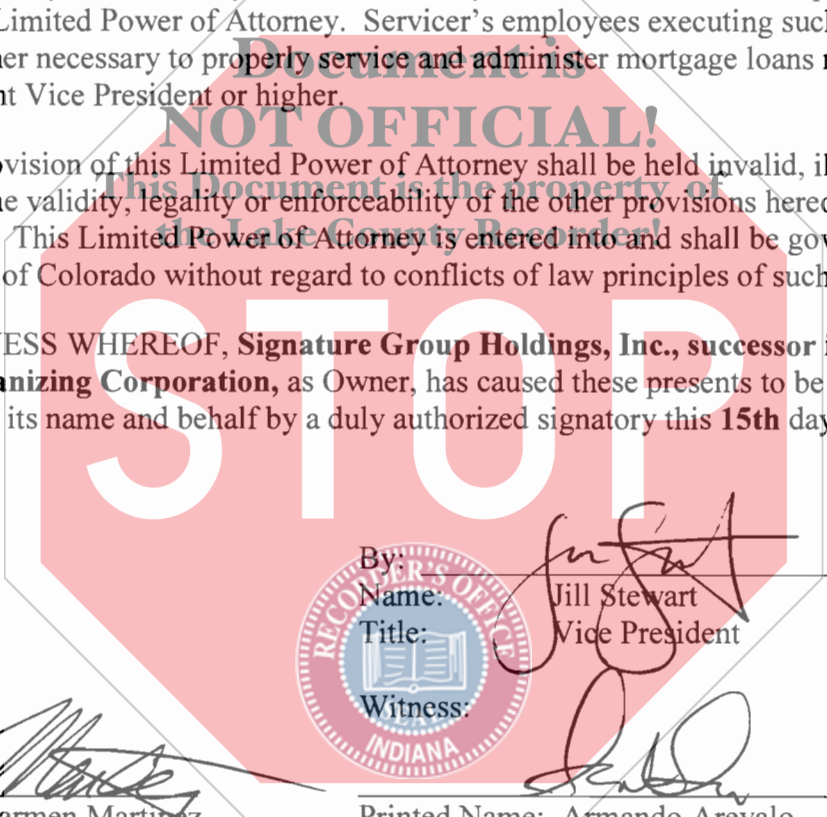
Any third party may rely upon a copy of this Limited Power of Attorney, to the same extent as if it were an original, and shall be entitled to rely on a writing signed by the Servicer to establish conclusively the identity of a particular right, power, capacity, asset, liability, obligation, property, loan or commitment of Servicer for all purposes of this Limited Power of Attorney.

Servicer shall not be obligated to furnish bond or other security in connection with its actions hereunder. The Servicer hereby agrees to indemnify and hold 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 the 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 any Custodian or Collateral Agent referred to in the Agreement.

Owner authorizes Servicer, by and through any of its directors or officers, or any other employee who is duly authorized by Servicer to certify, deliver and/or record copies and originals of this Limited Power of Attorney. Servicer's employees executing such documents in the name of Owner necessary to properly service and administer mortgage loans must hold the office of Assistant Vice President or higher.

If any provision of this Limited Power of Attorney shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions hereof shall not be affected thereby. This Limited Power of Attorney is entered into and shall be governed by the laws of the State of Colorado without regard to conflicts of law principles of such state.

IN WITNESS WHEREOF, **Signature Group Holdings, Inc., successor in interest to Fremont Reorganizing Corporation**, as Owner, has caused these presents to be signed and acknowledged in its name and behalf by a duly authorized signatory this **15th** day of **June**, 2010.



By:   
Name: Jill Stewart  
Title: Vice President



Witness:

  
Printed Name: Carmen Martinez

  
Printed Name: Armando Arevalo

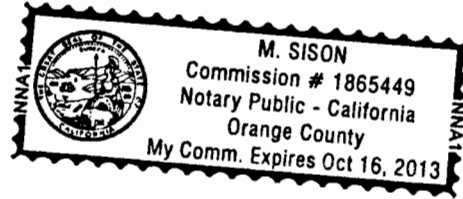
State of California  
County of Orange

On June 15, 2010 before me, **M. Sison, Notary Public**, personally appeared **Jill Stewart**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *M. Sison*  
**M. Sison**



(Seal)



Document No.: DN2010159238  
Lodged By: PRISM TITLE  
Recorded On: 11/16/2010 08:42:44  
Total Fees: 17.00  
Transfer Tax: .00  
County Clerk: BOBBIE HOLSCLOW-JEFF CO KY  
Deputy Clerk: KELTAR

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