

J.M. Luke

4

LIMITED POWER OF ATTORNEY

2011 SEP 29 3

Prepared by & Return to:  
M.E. Wileman  
Orion Financial Group, Inc.  
2860 Exchange Blvd. Suite 100  
Southlake, TX 76092

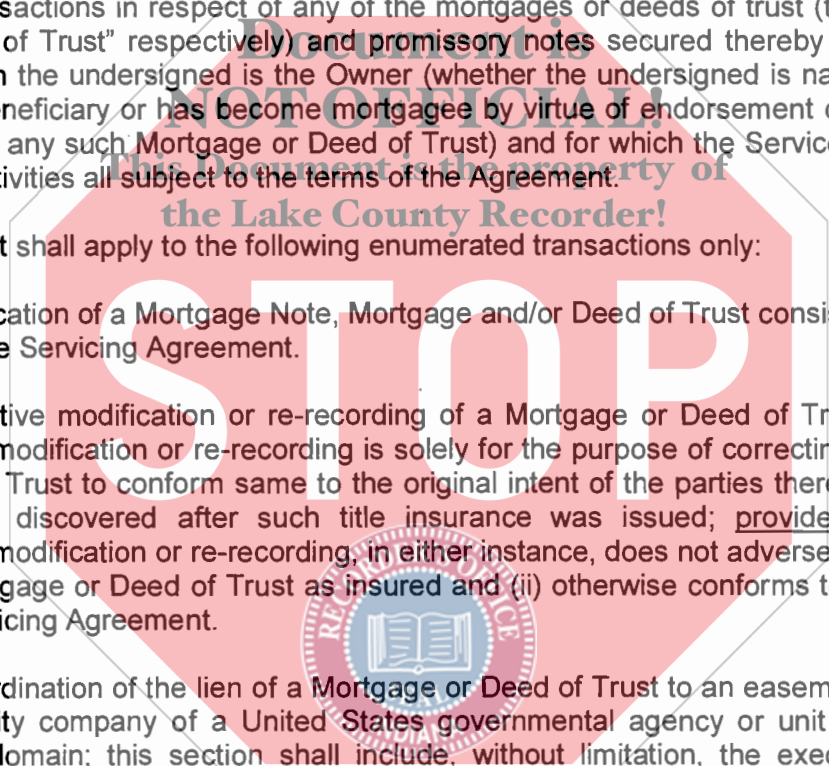


TRUE AND CORRECT COPY OF  
ORIGINAL RECORD FILED IN  
TARRANT COUNTY, TEXAS:  
MARY LOUISE GARZA, COUNTY CLERK

RECORD FIRST

KNOW ALL MEN BY THESE PRESENTS, that CPCA Trust I, a Delaware Statutory Trust, organized and existing under the laws of the state of Delaware with an address of 12 South Sixth Street, Suite 950, Minneapolis, MN 55402 as Owner (the "Owner"), pursuant to that Residential Flow Servicing Agreement (as amended, restated, supplemented or otherwise modified from time to time), between, Vantium Capital Inc. dba Acqura Loan Services (the "Servicer") and the Owner, dated as of May 1, 2009 (the "Agreement"), hereby constitutes and appoints the Servicer, by and through the Servicer's officers, the Owner's true and lawful Attorney-in-Fact, in the Owner's name, place and stead and for the Owner'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 Owner 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 Owner (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.

STATE OF TEXAS  
LAKE COUNTY  
FILED FOR RECORD



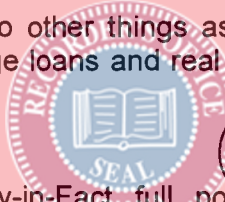
This appointment shall apply to the following enumerated transactions only:

1. The modification of a Mortgage Note, Mortgage and/or Deed of Trust consistent with the terms of the Servicing Agreement.
2. The corrective modification or re-recording of a Mortgage or Deed of Trust, where said corrective modification or re-recording is solely 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; provided that (i) said corrective modification or re-recording, in either instance, does not adversely affect the lien of the Mortgage or Deed of Trust as insured and (ii) otherwise conforms to the provisions of the Servicing Agreement.
3. The subordination of the lien of a Mortgage or Deed of Trust to an easement in favor of a public utility company of a United States governmental 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 requests to trustees to accomplish same.
4. 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.

1800  
✓ 7049588  
102  
11 on com  
B33

5. The completion of loan assumption agreements.
6. The full satisfaction/release of a Mortgage or Deed of Trust or full conveyance upon payment and discharge of all sums secured thereby, whether such payment be in full, or in such reduced amount as approved by Owner, including, without limitation, cancellation of the related Mortgage Note.
7. The assignment 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.
8. The full assignment 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.
9. 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 of sale;
  - e. the taking of a deed in lieu of foreclosure; and
  - f. 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 8(a) through 8(e), above.
10. With respect to the sale of 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;
  - c. Grant/warranty/quit claim deeds or other deed causing the transfer of title of the property to a party contracted to purchase same;
  - d. Escrow instructions and settlement statements; and
  - e. Any and all documents necessary to effect the transfer of the property.
11. To perform all other acts and do other things as may be necessary or appropriate to manage and service the mortgage loans and real estate owned pursuant to the terms of the Agreement.

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 May 10, 2010.



TRUE AND CORRECT COPY OF  
ORIGINAL RECORD FILED IN  
TARRANT COUNTY, TEXAS:  
MARY LOUISE GARCIA, COUNTY CLERK

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. This Limited Power of Attorney can be revoked in writing by the Owner at any time.

IN WITNESS WHEREOF, CPCA Trust I, as Owner pursuant to the Agreement, has caused this Limited Power of Attorney to be signed and acknowledged in its name and on its behalf by Steve Allison of Castle Peak Advisors, LLC, in its capacity of Manager, this 31<sup>st</sup> day of January, 2011.

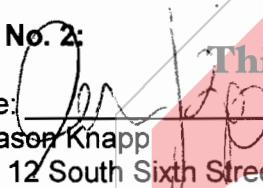
CPCA Trust I, by Castle Peak Advisors, LLC in its capacity as Manager

By:   
Name: Steve Allison  
Title: Partner

**Witness No. 1:**

Signature:  Date: January 31, 2011  
Name: Bryan Sauer Telephone: 612-376-1562  
Address: 12 South Sixth Street Suite 950, Mpls, MN 55402

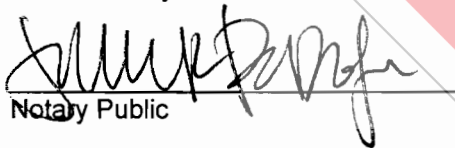
**Witness No. 2:**

Signature:  Date: January 31, 2011  
Name: Jason Knapp Telephone: 612-376-1584  
Address: 12 South Sixth Street Suite 950, Mpls, MN 55402

STATE OF Minnesota  
COUNTY OF Hennepin

On January 31, 2011 before me, the undersigned, a Notary Public in and for said state, personally appeared Steve Allison, Partner of Castle Peak Advisors, LLC, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

  
Notary Public



(SEAL)

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS: MARY LOUISE GARCIA, COUNTY CLERK

MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

M E WILEMAN  
ORION FINANCIAL GROUP INC  
2860 EXCHANGE BLVD # 100  
SOUTHLAKE, TX 76092

Submitter: ORION FINANCIAL GROUP

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration: 6/8/2011 3:42 PM

Instrument #: D211135809

POA 4 PGS \$24.00

This Document is the property of  
the Lake County Recorder!

By: \_\_\_\_\_

*Mary Louise Garcia*

D211135809



TRUE AND CORRECT COPY OF  
ORIGINAL RECORD FILED IN  
TARRANT COUNTY, TEXAS:  
MARY LOUISE GARCIA, COUNTY CLERK

STOP



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

Prepared by: AKCHRISTIAN