2011 - 2:06PM Lawyers Title - Carmel RECORD BY TICOH WILE INS. CO. AS AN ACCOMMODATION ONLY, IT HAS NOT BEEN EXAMINED AS-TO ITS EXECUTION OR AS TO ITS

Recording requested by and 9259 when

Kondaur Capital Corporation One City Blvd. West, Suite 1900 Orange, CA 92868

STATE OF INDIANA LAKE COUNT FILED FOR RI 2011 DEC - 1

RECORDER FAVMAN

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LIMITED POWER OF ATTORNEY

DKR Mortgage Asset Trust I, a Delaware statutory trust (the "Principal"), One City Blvd. West, Suite 1900, Orange, California 92868, hereby constitutes and appoints Kondaur Capital Corporation, a Delaware corporation ("Kondaur"), One City Blvd. West, Suite 1900, Orange, California 92868 as its true and lawful attorney-in-fact to act in Principal's name, place and stead for the purposes set forth below. As attorney-in-fact, Kondaur is hereby authorized and empowered as follows:

- 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/reconveyances of deeds of trust/mortgages, subordinations and modifications, tax authority notifications and declarations, listing agreements, disclosures, deeds, bills of sale, purchase and sale agreements and other instruments of sale, conveyance, and transfer of loans or real property, appropriately completed, with all ordinary or necessary endorsements, acknowledgments, affidavits, and supporting documents as may be necessary or appropriate to effect execution, delivery, conveyance, recordation or filing thereof.
- 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 Principal in connection with insurance, foreclosure, bankruptcy and eviction actions.
- To acquire real property on behalf of Principal through foreclosure, deed-in-lieu of foreclosure or otherwise in connection with the liquidation of a mortgage loan.
- To pursue any deficiency, debt or other obligation, secured or unsecured, including but not limited to those arising from foreclosure or other sale, promissory note or This power also authorizes Kondaur to collect, negotiate or otherwise settle any deficiency claim, including interest and attorney's fees.
- To endorse any checks or other instruments received by Kondaur in connection with the foregoing and made payable to Principal.

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DEC 0 1 2011

PEGGY HOLINGA KATONA LAKE COUNTY AUDITOR

Cm 24cm Cm RM

6. To do any other act or complete any other document that arises in connection with the foregoing,

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 of attorney and is effective as of <u>April</u> 28, 2011.

Kondaur hereby agrees to indemnify and hold the Certificate Trustee (as defined below) 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 Kondaur of the powers granted to it hereunder. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the Agreement referenced below or the earlier resignation or removal of the Certificate Trustee under the Agreement.

It is expressly understood and agreed that (i) this Limited Power of Attorney is executed and delivered by Deutsche Bank National Trust Company ("Deutsche Bank"), not individually or personally, but solely on behalf of the Principal in its capacity as Certificate Trustee under the Master Trust Agreement (the "Agreement") dated as of March 24, 2011, among DKR Ventures I, L.L.C., as Initial Depositor, Deutsche Bank as Certificate Trustee, and Deutsche Bank Trust Company Delaware, as Delaware Trustee, pursuant to the direction and in the exercise of the powers and authority conferred and vested in it thereunder, (ii) Deutsche Bank has been directed to execute and deliver this Limited Power of Attorney, (iii) each of the representations, undertakings and agreements by Deutsche Bank is made and intended for the purpose of binding only the Principal, (iv) nothing herein contained shall be construed as creating any liability for Deutsche Bank, individually or personally, to perform any covenant (either express or implied) contained herein, and all such liability, if any, is hereby expressly waived by the parties hereto, and such waiver shall bind any third party making a claim by or through one of the parties hereto, and (v) under no circumstances shall Deutsche Bank be personally liable for the payment of any indebtedness or expenses of the Principal, or be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by the Principal, under this Limited Power of Attorney, the Agreement or any related document.

This Limited Power of Attorney is entered into and shall be governed by the laws of the State of New York, without regard to conflicts of law principles of such state.

[Signature page follows]

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.

DKR MORTGAGE ASSET TRUST I

DEUTSCHE BANK NATIONAL TRUST COMPANY, not in its individual capacity

but solely as Certificate Trustee of the Trust

Namo: Melissa Wilman

Title: Vice President

Prepared by:

Name: Marion Hogan

ocument is

FFICIAL! Witness:

> ument is the property of the Lake County Recorder!

Witness:

Richard Viota

Karlene Benvenute

STATE OF CALIFORNIA) ss COUNTY OF ORANGE)

On <u>April 28, 2011</u>, before me, <u>Tuan Quach</u>, a Notary Public, personally appeared <u>Melissa Wilman</u>, 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.

Notary Public

TUAN QUACH

Orantission # 1838344

Notary Public - California

My Comm. Express Feb 26, 2013

the East.

ILLEGIBLE NOTARY SEAL DECLARATION

GOVERNMENT CODE 27361.7

I certify under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary Van Quach
Date Commission Expires Feb 26, 2013
Notary Identification Number 553 (For Notaries commissioned after 1-1-1992)
Manufacturer/Vendor Identification Number
Place of Execution of this Declaration Place of Execution of this Declaration BREA, CA County Recorder.
Date 6/22/11
Scry 2 ara 1/DPS - agent
AND THE STATE OF T

Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

STOP

This is a true and certified copy of the record if it bears the seal, imprinted in purple ink, of the Registrar-Recorder/County Clerk

JUN 2 3 2011

Dean C Locan Registrare Corden County Clerk LOS ANGELES COUNTY, CALIFORNIA This page is part of your document - DO NOT DISCARD





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Pages: 0006

Recorded/Filed in Official Records Recorder's Office, Los Angeles County, California

06/23/11 AT 08:00AM

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