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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2012 042648

2012 JUN 28 AM 8:35

MICHAEL J. FAJMAN
RECORDER

LIMITED POWER OF ATTORNEY

Prepared by & Return to
M E Wileman 50
Orion Financial Group, Inc
2860 Exchange Blvd Suite 100
Southlake, TX 76092



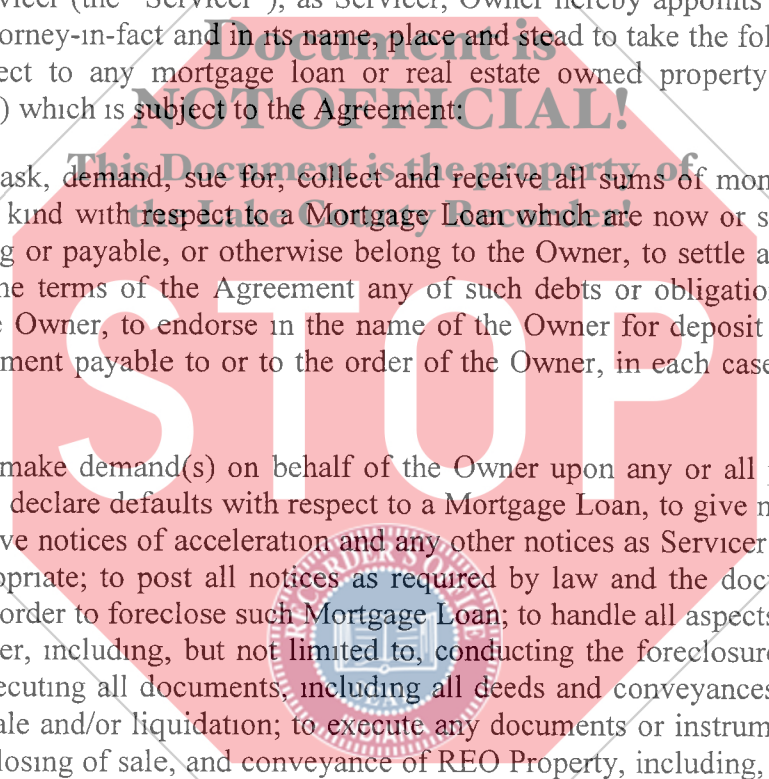
TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS
MARY LOUISE GARCIA, COUNTY CLERK

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Pursuant to the Standard Terms to Servicing Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement"; capitalized terms not defined herein have the definitions assigned to such terms in the Agreement), dated as of July 1, 2010, between RESIDENTIAL MORTGAGE TRUST 2008-R1, as Owner ("Owner"), and Vantium Capital, Inc d/b/a Acqura Loan Services, a Delaware corporation and residential mortgage loan servicer (the "Servicer"), as Servicer, Owner hereby appoints the Servicer as its true and lawful attorney-in-fact and in its name, place and stead to take the following designated actions with respect to any mortgage loan or real estate owned property (collectively, the "Mortgage Loans") which is subject to the Agreement:

1 To ask, demand, sue for, collect and receive all sums of money, debts or other obligations of any kind with respect to a Mortgage Loan which are now or shall after this date become due, owing or payable, or otherwise belong to the Owner, to settle and compromise in accordance with the terms of the Agreement any of such debts or obligations that may be or become due to the Owner, to endorse in the name of the Owner for deposit in the appropriate account any instrument payable to or to the order of the Owner, in each case with respect to a Mortgage Loan

2 To make demand(s) on behalf of the Owner upon any or all parties liable on a Mortgage Loan; to declare defaults with respect to a Mortgage Loan, to give notices of intention to accelerate; to give notices of acceleration and any other notices as Servicer deems reasonably necessary or appropriate; to post all notices as required by law and the documents securing a Mortgage Loan in order to foreclose such Mortgage Loan; to handle all aspects of foreclosure on behalf of the Owner, including, but not limited to, conducting the foreclosure sale, bidding for the Owner and executing all documents, including all deeds and conveyances, needed to effect such foreclosure sale and/or liquidation; to execute any documents or instruments necessary for the offer, listing, closing of sale, and conveyance of REO Property, including, but not limited to, grant, warranty, quit claim and statutory deeds or similar instruments of conveyance, to execute any documents or instruments in connection with any bankruptcy or receivership of a mortgagor on a Mortgage Loan, to file suit and prosecute legal actions against all parties liable for amounts due under a Mortgage Loan, including, but not limited to, any deficiency amounts due following foreclosure, to take such other actions and exercise such rights which may be taken by Owner



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under the terms of any Mortgage Loan, including, but not limited to, satisfaction, release, cancellation or discharge of mortgage, eviction, unlawful detainer, or similar dispossession proceeding, sale, taking possession of, release of security instruments, realization upon all or any part of a Mortgage Loan or any collateral therefor or guaranty thereof, and to assign, convey, accept, or otherwise transfer, Owner's interest in any Mortgage Loan

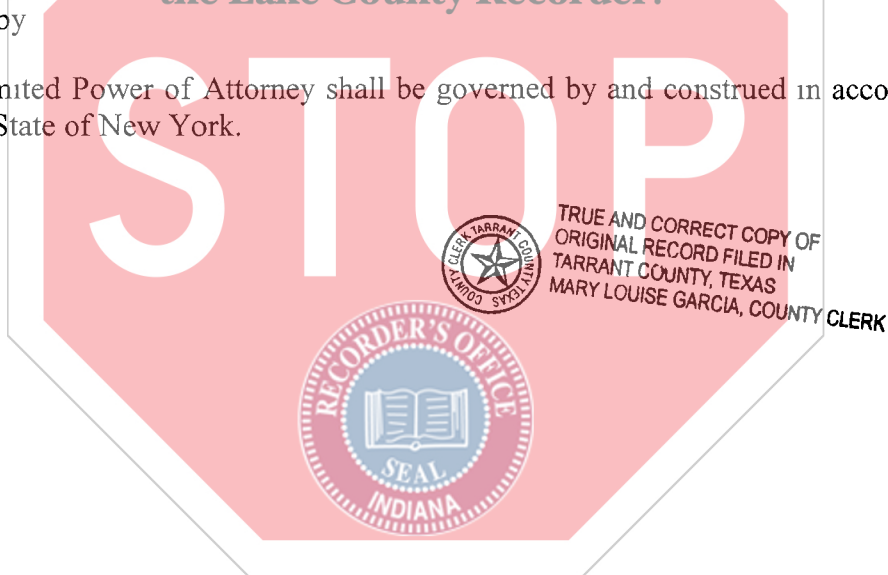
3 To perform all other reasonable acts and do all other reasonable things as may be necessary or convenient to manage and service the Mortgage Loans in accordance with the terms of the Agreement

This instrument is to be construed and interpreted as a Limited Power of Attorney regarding a Mortgage Loan. The enumeration of specific items, acts, rights and powers is not intended to, nor does it give rise to and it is not to be construed as a general power of attorney.

The rights, powers and authority of the Servicer as attorney-in-fact of the Owner under this Limited Power of Attorney shall commence on the date of execution hereof and shall remain in full force and effect as a limited and revocable power of attorney which may be revoked at any time in writing by the Owner

The Servicer shall indemnify, defend and hold harmless the Owner, its successors and assigns, from and against any and all losses, costs, expenses (including, without limitation, actual attorneys' fees), damages, liabilities, demand or claims of any kind whatsoever ("Claims") arising out of, related to, or in connection with (i) any act taken by the Servicer pursuant to this Limited Power of Attorney, which act results in a Claim solely by virtue of the unlawful use of this Limited Power of Attorney (and not as a result of a Claim related to the underlying instrument with respect to which this Limited Power of Attorney has been used), or (ii) any use or misuse of this Limited Power of Attorney in any manner or by any person not expressly authorized hereby

This Limited Power of Attorney shall be governed by and construed in accordance with the laws of the State of New York.



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



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

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 # D211135806
POA 4 PGS \$24.00



By Mary Louise Garcia

D211135806

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