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STATE OF INDIANA
LAWYER
FILED FOR RECORD

Recording Requested By
And When Recorded **2013 057735**
Franklin Credit Management Corporation
101 Hudson Street
Jersey City, NJ 07302
Attn: General Counsel

2013 AUG -6 AM 10:15

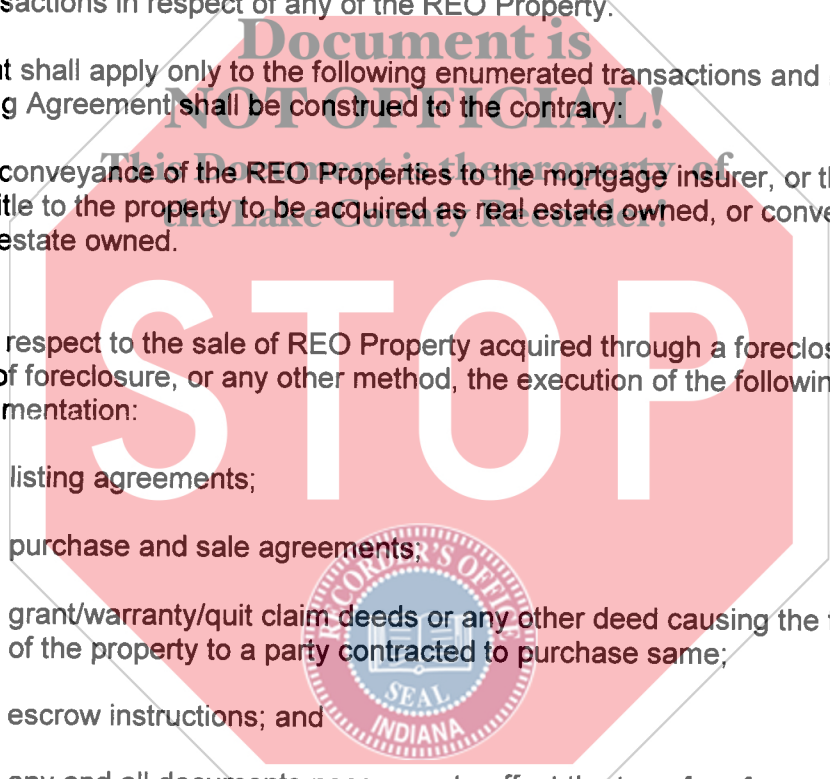
MICHAEL J. ...
RECORDER

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Vantium REO Capital Markets, LP, a limited partnership organized and existing under the laws of Delaware, and having its principal place of business at 9 West 57th Street, 37th Floor, New York, NY 10019, as Owner ("Owner") pursuant to that certain Loan Servicing Agreement (the "Servicing Agreement") dated July 1, 2010 by and between Vantium Capital Markets, L.P., a Cayman Islands limited partnership ("VCM"), Owner, and Franklin Credit Management Corporation ("Franklin"), hereby constitutes and appoints Franklin by and through Franklin's officers, Owner's true and lawful Attorney-in-Fact, in Owner's name, place and stead and for Owner's benefit, in connection with all of the REO Properties (the "REO Property" respectively) for which Franklin is providing services pursuant to the Servicing Agreement, solely for the purpose of performing such acts and executing such documents in the name of Owner necessary and appropriate to effectuate the following enumerated transactions in respect of any of the REO Property.

This Appointment shall apply only to the following enumerated transactions and nothing herein or in the Servicing Agreement shall be construed to the contrary:

1. The conveyance of the REO 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.
2. With respect to the sale of REO Property acquired through a foreclosure, deed-in-lieu of foreclosure, or any other method, the execution of the following documentation:
 - a. listing agreements;
 - b. purchase and sale agreements;
 - c. grant/warranty/quit claim deeds or any other deed causing the transfer of title of the property to a party contracted to purchase same;
 - d. escrow instructions; and
 - e. any and all documents necessary to effect the transfer of property.
3. The modification or amendment of escrow agreements established for repairs to the mortgaged property or reserves for replacement of personal property.



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4. The negotiation, preparation, completion, execution, delivery, recording and filing of any and all other instruments in connection with Franklin's servicing, managing and disposing of the REO Property, including without limitation any instruments of satisfaction or cancellation, of partial or full release or discharge, or of disposition and all other comparable instruments, with respect thereto.

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 as fully as the undersigned might or could do, and hereby does ratify and confirm to all that said Attorney-in-Fact shall be effective as of the date of execution of this Limited Power of Attorney.

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.

Nothing contained herein shall (i) limit in any manner any indemnification provided by Franklin to VCM or Owner or provided by Owner or VCM to Franklin under the Servicing Agreement, or (ii) be construed to grant Franklin the power to initiate or defend any suit, litigation or proceeding in the name of Owner except as specifically provided for herein or in the Servicing Agreement.

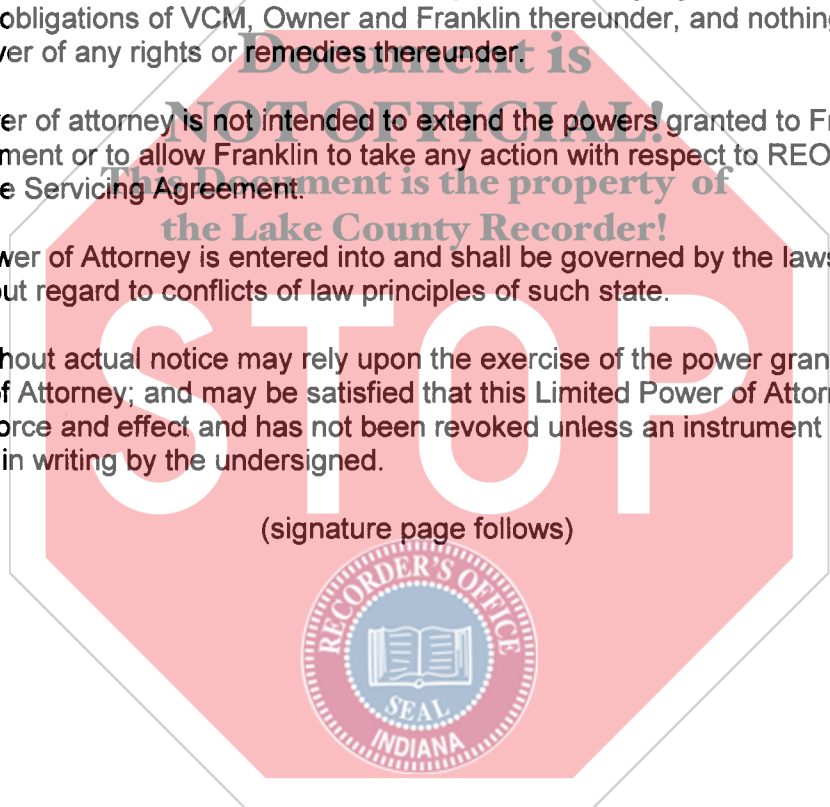
Nothing herein shall be deemed to amend or modify the Servicing Agreement or the respective rights, duties or obligations of VCM, Owner and Franklin thereunder, and nothing herein shall constitute a waiver of any rights or remedies thereunder.

This limited power of attorney is not intended to extend the powers granted to Franklin under the Servicing Agreement or to allow Franklin to take any action with respect to REO Property not authorized by the Servicing Agreement.

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.

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.

(signature page follows)



IN WITNESS WHEREOF, Vantium REO Capital Markets, LP has caused these presents to be signed and acknowledged in its name and behalf by a duly elected and authorized signatory this 25 day of February 2013.

Vantium REO Capital Markets, LP by Vantium Management, L.P., its manager

By: [Signature]
Name: Michael Nocco
Title: Vice President

Witness No. 1:
Signature:

[Signature]

Print Name: Song Yang
Telephone: 212-822-0686
Address: c/o Vantium Management, LP
9 West 57th Street, 37th floor
New York, NY 10019

Witness No. 2:
Signature:

[Signature]

Print Name: Charles Wang
Telephone: 212-822-0518
Address: c/o Vantium Management, LP
9 West 57th Street, 37th floor
New York, NY 10019

ACKNOWLEDGMENT

STATE OF NEW YORK
COUNTY OF NEW YORK

On February 25, 2013 before me, Princess Tsahai, a Notary Public in and for said state, personally appeared Michael Nocco, 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 he/she executed the same in his/her authorized capacity, and that by his/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 New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)
Notary Public, State Of _____

PRINCESS TSAHAI
Notary Public, State of New York
No. 01TS6241909
Qualified in Kings County
Commission Expires May 31, 2015

