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REFERENCE ORIGINAL MTG
BK 11366, PG 205
INST#66420

Bk 19161 Pg 96 #15134
03-13-2012 @ 11:50a

Limited Power of Attorney

Whereas, Ameriquest Mortgage Company (the "Company") has sold or intends to sell certain Loans to Household Financial Services, Inc., and its Affiliates (collectively, "Purchaser") pursuant to that certain Master Mortgage Loan Purchase And Interim Servicing Agreement dated March 24, 2004 ("Agreement"). (Capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.)

Now, therefore, Company does hereby constitute and appoint Purchaser the true and lawful attorney-in-fact of Company and in Company's name, place and stead for the following, and only the following purposes:

- (i) executing, acknowledging, and delivering to Purchaser any assignment of Mortgage or other document necessary to transfer to, or vest in Purchaser or to protect the right, title and interest of Purchaser in and to those Loans provided, however, that any endorsement given or made pursuant hereto with respect to any Note other instrument evidencing a Mortgage Loan or an interest therein shall be so given or made without recourse and without any representation or warranty of any kind, except to the extent otherwise expressly provided in the Agreement.
- (ii) endorsing, as agent for Company, any checks or other instruments (made payable to Company) received as payment with respect to the Loans after each related purchase.

Company intends that this Limited Power of Attorney ("POA") is coupled with an interest and not revocable.

Company further grants to Purchaser as its attorney-in-fact full authority to act in any manner both proper and necessary to exercise the foregoing powers, and ratifies every act that Purchaser may lawfully perform in exercising those powers by virtue thereof.

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

2015 0883385

2015 DEC 30 PM 2:37

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

DIANE BROWNE
RECORDER

ROBERT C. "BOB" BALINK	El Paso County, CO
07/13/2005 09:43:31 AM	
Doc \$0.00	Page
Rec \$11.00	1 of 2
205105627	



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ckc. 64398
DW
NON-COR

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6552 0176 2 of 2

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IN WITNESS WHEREOF, Company has executed this Limited Power of Attorney this 28th day of October, 2004.

Company: Ameriquest Mortgage Company
By: [Signature]
Name: Jule J. Keen
Title: Executive Vice President

STATE OF California
COUNTY OF Orange

On this, the 28th day of October, 2004, the foregoing instrument was acknowledged before me, a notary public, in and for the State of California, by Jule J. Keen, personally known to me, by me duly sworn, did say he/she is the Executive Vice President of Ameriquest Mortgage Company.



SEAL

[Signature]
Notary Public
My Commission Expires: 7/19/08

mt
HSBC Mortgage Corp
PO Box 4552
Buffalo NY 14240-4552

RIC
CLERK CIRCUIT COURT
GARCEL COUNTY
2011 MAY 12 AM 10:12

Office of County Clerk and Recorder
El Paso County, State of Colorado
Certified to be a full, true and Correct
Copy of record in my Office.
20570562 Book Page
Date: 5-11-11
Wayne W. Williams
County Clerk & Recorder
El Paso County, Colorado
By: [Signature] Deputy
Yvette Briggs



RECORDING FEE
TOTAL 29.00
REG CHRG 20.00
TWS ALC 4.5753
REG 4.95
MAY 12, 2011 10:14 AM

DONALD E. ASHE, REGISTER
HAMPDEN COUNTY REGISTRY OF DEEDS