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Doc#: 0513019107
Eugene "Gene" Moore Fee: \$66.00
Cook County Recorder of Deeds
Date: 05/10/2005 01:20 PM Pg: 1 of 7

STEWART TITLE OF ILLINOIS
2 N. LA SALLE STREET
SUITE 1920
CHICAGO, IL 60602

POWER OF ATTORNEY

COMMITMENT - LEGAL DESCRIPTION

Unit 3, P-3 and S-3 together with its undivided percentage interest in the common elements in 4818 S. Michigan Avenue Condominium, as delineated and defined in the Declaration recorded as document number 0020657088, in the Northwest 1/4 of the Northwest 1/4 of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

pin# 20-10-107-027-103

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STC IL 387394

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO
LITTON LOAN SERVICING LP
4828 Loop Central Drive
Houston, Texas 77081
Attn: Amanda Miller

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Deutsche Bank National Trust Company, a national banking association organized and existing under the laws of the United States and having its principal place of business at 1761 E. St. Andrew Place, Santa Ana, California 92705-4934, as Trustee (the "Trustee") pursuant to the Agreements listed on the attached Addendum (the "Agreements"), together with the Servicer Resignation, Appointment, Assumption and Amendment Agreement dated December 1, 2004 among Litton Loan Servicing LP (the "Servicer") and each party thereto, hereby constitutes and appoints the Servicer, by and through the Servicer's officers, the Trustee's true and lawful Attorney-in-Fact, in the Trustee's name, place and stead and for the Trustee's benefit, in connection with all mortgage loans serviced by the Servicer pursuant to the Agreements for the purpose of performing all acts and executing all documents in the name of the Trustee 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 acting as Trustee for various certificateholders (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 Litton Loan Servicing LP is acting as Servicer.

This appointment shall apply to the following enumerated transactions only:

1. The modification or re-recording of a Mortgage or Deed of Trust, where said modification or re-recordings is 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 and said modification or re-recording, in either instance, does not adversely affect the lien of the Mortgage or Deed of Trust as insured.
2. The subordination of the lien of a Mortgage or Deed of Trust to an easement in favor of a public utility company or a government 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.
3. 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.
4. The completion of loan assumption agreements.
5. The full satisfaction/release of a Mortgage or Deed of Trust or full conveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.
6. 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.
7. 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.

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8. 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 of 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.

9. 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 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.

10. The modification or amendment of escrow agreements established for repairs to the mortgaged property or reserves for replacement or personal property.

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 hereof.

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 the Servicer to the Trustee under the Agreements, or (ii) be construed to grant the Servicer the power to initiate or defend any suit, litigation or proceeding in the name of Deutsche Bank National Trust Company except as specifically provided for herein. If the Servicer receives any notice of suit, litigation or proceeding in the name of Deutsche Bank National Trust Company or Bankers Trust Company of California, N.A., then the Servicer shall promptly forward a copy of same to the Trustee.

This limited power of attorney is not intended to extend the powers granted to the Servicer under the Agreements or to allow the Servicer to take any action with respect to Mortgages, Deeds of Trust or Mortgage Notes not authorized by the Agreements.

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Addendum

- 925 1. Securitized Asset Backed Receivables LLC Trust 2004-NC1, Mortgage Pass-Through Certificates, Series 2004-NC1
- 926 2. Morgan Stanley Dean Witter Capital I Inc. Trust 2002-AM2, Mortgage Pass-Through Certificates, Series 2002-AM2
- 927 3. Morgan Stanley Dean Witter Capital I Inc. Trust 2002-HE2, Mortgage Pass-Through Certificates, Series 2002-HE2
- 928 4. Morgan Stanley Dean Witter Capital I Inc. Trust 2002-AM3, Mortgage Pass-Through Certificates, Series 2002-AM3
- 933 5. Morgan Stanley Dean Witter Capital I Inc. Trust 2002-NC4, Mortgage Pass-Through Certificates, Series 2002-NC4
- 934 6. Morgan Stanley Dean Witter Capital I Inc. Trust 2002-NC5, Mortgage Pass-Through Certificates, Series 2002-NC5
- 935 7. Morgan Stanley Dean Witter Capital I Inc. Trust 2003-NC2, Mortgage Pass-Through Certificates, Series 2003-NC2
- 936 8. Morgan Stanley Dean Witter Capital I Inc. Trust 2003-NC3, Mortgage Pass-Through Certificates, Series 2003-NC3
- 937 9. Morgan Stanley Capital I Inc. Trust 2003-NC4, Mortgage Pass-Through Certificates, Series 2003-NC4
- 940 10. Morgan Stanley ABS Capital I Inc. Trust 2003-NC8, Mortgage Pass-Through Certificates, Series 2003-NC8
- 943 11. Morgan Stanley ABS Capital I Inc. Trust 2002-HE3, Mortgage Pass-Through Certificates, Series 2002-HE3
- 944 12. Morgan Stanley ABS Capital I Inc. Trust 2003-HE1, Mortgage Pass-Through Certificates, Series 2003-HE1
- 949 13. Home Equity Loan Asset-Backed Certificates, Series 1997-1
- 951 14. Home Equity Loan Asset-Backed Certificates, Series 1997-2
- 952 15. Home Equity Loan Asset-Backed Certificates, Series 1997-3
- 953 16. Home Equity Loan Asset-Backed Certificates, Series 1997-4
- 954 17. Home Equity Loan Asset-Backed Certificates, Series 1998-1
- 955 18. Home Equity Loan Asset-Backed Certificates, Series 1998-2
- 956 19. Home Equity Loan Asset-Backed Certificates, Series 1998-3
- 957 20. Home Equity Loan Asset-Backed Certificates, Series 1998-4

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LIMITED POWER OF ATTORNEY

THE PROVIDENT BANK, an Ohio banking corporation ("Seller") and doing business as Provident Consumer Financial Services, PCFS, Provident Consumer Financial Services Mortgage Resources, PCFS Financial Services, Inc. or PCFS Mortgage Resources hereby appoints LITTON LOAN SERVICING LP, a Delaware limited partnership ("Litton") as its true and lawful attorney-in-fact to act in the name, place and stead of Seller for the purposes set forth below. This Limited Power of Attorney is given pursuant to a certain Purchase and Sale Agreement (Servicing Platform and Third Party Servicing Rights) by and between the Seller and Credit-Based Asset Servicing and Securitization LLC, a Delaware limited liability company dated October 6, 2004 (the "Purchase Agreement"). Capitalized terms used, and not otherwise defined herein, shall have the meaning ascribed thereto in the Purchase Agreement. (b) (6)

Now, therefore, Seller does hereby constitute and appoint Litton the true and lawful attorney-in-fact of Seller in Seller's name, place and stead with respect to each Mortgage Loan to be serviced by Litton pursuant to any Servicing Agreement for the following, and only the following, purposes:

1. To execute, acknowledge, seal and deliver deed of trust/mortgage note endorsements, assignments of deed of trust/mortgage and other recorded documents, satisfactions/releases/reconveyances of deeds of trust/mortgages, tax authority notifications and declaration, deeds, bills of sale, and other instruments of sale, conveyance and transfer, appropriately completed, with all ordinary or necessary endorsements, acknowledgments, affidavits, and supporting documents as may be necessary and proper to effect its execution, delivery, conveyance, and recordation of filing.

2. To execute and deliver affidavits of debt, substitutions of trustee, substitutions of counsel, non-military affidavits, notices of recession, foreclosure deeds, transfer tax affidavit, affidavits of merit, verifications of complaint, notices to quit, bankruptcy declarations for the purpose of filing motions to lift stays and other documents or notice filings on behalf of Seller in connection with foreclosure, bankruptcy and eviction actions.

3. To endorse and/or assign any borrower or mortgagor's check or negotiable instrument received by Litton as a payment under a Mortgage Loan.

Seller intends that this Limited Power of Attorney be coupled with an interest and is not revocable.

Seller further grants to Litton full authority to act in any manner both proper and necessary to exercise the foregoing powers, and ratifies every act that Litton may lawfully perform in exercising those powers by virtue hereof.

Seller further grants to Litton the limited power of substitution and revocation of another party for the purpose and only the purpose of endorsing or assigning notes or security instruments in Seller's name, and Seller hereby ratifies and confirms all that the attorney-in-fact,

558-72-8694

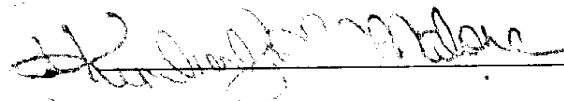
3rd Party - PCFS

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

A CERTIFIED COPY

FEB 01 2005

ATTEST: _____
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas



KIMBERLY R. MALONE Deputy

Harris County Clerk's Office

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or substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and its rights and powers.

IN WITNESS WHEREOF, Seller has executed this Limited Power of Attorney this 1st day of December, 2004.

THE PROVIDENT BANK

By: Kevin M. Shea
Name: Kevin M. Shea
Title: Vice President

STATE OF OHIO)
)ss.
COUNTY OF HAMILTON)

On this 1st day of December, 2004, before me, a notary public, the undersigned officer, personally appeared Kevin M. Shea, who acknowledged himself to be the Vice President of The Provident Bank, an Ohio banking corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Kimberly S. Smith
Notary Public, State of Ohio
My Commission Expires: 12-7-06
KIMBERLY S. SMITH
Notary Public, State of Ohio
My Commission Expires Dec. 7, 2006

1360346.3

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in the number Sequence on the date and at the time stamped hereon by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County Texas on

FILED FOR RECORD
8:00 AM

JAN 14 2005

JAN 14 2005



Beverly B. Kaufman
COUNTY CLERK
HARRIS COUNTY TEXAS

Beverly B. Kaufman
County Clerk, Harris County, Texas

✓
RETURN LITTON LOAN SERVICING 4828 LOOP CENTRAL DR HOUSTON TX 77081

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

A CERTIFIED COPY

FEB 01 2005

ATTEST:
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Malone
Deputy

MALONE