

UNOFFICIAL COPY

NAME: RAINEY, MAURICE

Loan# 9810



Doc#: 0720805074 Fee: \$34.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/27/2007 10:41 AM Pg: 1 of 6

BOX 178

ASSIGNMENT OF MORTGAGE

For and in consideration of Ten Dollars (\$10.00) and other value received from U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE as authorized agent does hereby assign, transfer, convey without warranties and without recourse; set over and deliver to Bankfirst.

(hereinafter called the Assignee its successors and assigns, the following described mortgage:

Date: February 21, 2006 Amount of Debt : \$732,000.00

Mortgagor: MAURICE RAINEY;

Mortgagee: M.E.R.S., INC. AS NOMINEE FOR BANKFIRST

Recorded on February 24, 2006 As Document 0605502002

In the Office of the Recorder/Registrar, of COOK County, Illinois, and described as follows:

PARCEL 47: THAT PART OF LOTS 1 TO 4, BOTH INCLUSIVE, IN MARSHALL AND OTHERS SUBDIVISION OF LOTS 11 TO 17, BOTH INCLUSIVE IN BLOCK 96 IN ELSTON'S ADDITION TO CHICAGO TOGETHER WITH LOTS 18 TO 20, BOTH INCLUSIVE, AND A PART OF LOT 21 IN BLOCK 96 IN ELSTON ADDITION TO CHICAGO IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTHWESTERLY LINE OF NORTH KINGSBURY STREET AT A POINT 1008.64 FEET NORTHWESTERLY OF THE INTERSECTION OF SAID STREET; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 133.10 FEET THENCE NORTHWESTERLY ALONG A LINE FORMING ANGLES OF 78 DEGREES, 45 MINUTES, 13 SECONDS AS MEASURED FROM THE NORTHEAST TO NORTHWEST 75.00 FEET TO THE POINT OF BEGGINING, THENCE CONTINUING NORTHWESTERLY ALONG LAST DESCRIBED LINE 21.00 FEET; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 49.50 FEET THENCE SOUTHEASTERLY, AT RIGHT ANGLE TO THE LAST DESCRIBED LINE 21.00 FEET THENCE NORTHEASTERLY, 49.50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

Permanent Real Estate Tax Number 17-04-300-006-0000

Commonly known as: 1011 NORTH RIVERWALK STREET, CHICAGO, IL 60610

Together with all rights and interest in the same and the premises therein described and the note or obligation thereby secured.

To have and to Hold the same unto the Assignee, its successors and assigns forever.

IN WITNESS WHEREOF, the undersigned on the 20th day of July, 2007, has set their hand and seal for and on behalf of U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE.

MBF

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U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE, BY
ITS ATTORNEY IN FACT EMC MORTGAGE
CORPORATION

ATTEST: Alma Hernandez
Alma Hernandez

By: *Victoria T. Land*
Victoria T. Land
Its: Assistant Secretary

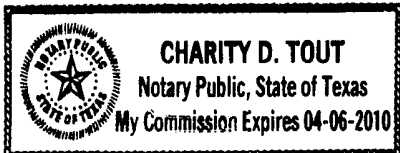
Power of Attorney to be recorded simultaneously

herewith

State of TEXAS)
County of DENTON)
ss.

The undersigned, a notary public in and for above-said County and State, does hereby acknowledge that **Victoria T. Land, Assistant Secretary of EMC MORTGAGE CORPORATION WHO IS NAMED ATTORNEY IN FACT for U.S. Bank National Association, as Trustee (ACCORDING TO A POWER OF ATTORNEY)**, personally appeared before me this day, and being by me duly sworn, says that s/he is the authorized, **Assistant Secretary of EMC MORTGAGE CORPORATION, ATTORNEY IN FACT for U.S. Bank National Association, as Trustee (ACCORDING TO A POWER OF ATTORNEY)**, being informed of the contents, voluntarily executed the foregoing and annexed instrument for and on behalf of such entity.

WITNESS my hand and official seal this 20th day of July, 2007.



Notary Public

Charity D. Tout
Charity D. Tout

Prepared by & RETURN TO:
Pierce & Associates, P.C.
1 N. Dearborn
Suite 1300
Chicago, IL 60602

My Commission Expires: 04/06/2010

PB#0611689
MBF
Attention:

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Prepared by EMC Mortgage Corporation.

When recorded return to:

EMC Mortgage Corporation
Attn: Collateral Management
2780 Lake Vista Drive
Lewisville, TX 75067-3884
972/444-2800

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that U.S. Bank National Association, a national banking association organized and existing under the laws of the United States and having its principal place of business at 180 East Fifth Street, 2nd Floor, St. Paul, MN 55102-1639, not in its individual capacity but merely as Trustee (the "Trustee"), pursuant to a Pooling and Servicing Agreement dated April 1, 2006, (the "Agreement"), hereby constitutes and appoints EMC Mortgage Corporation ("EMC") as the Sponsor and Company, by and through EMC'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 EMC pursuant to the Agreement solely for the purpose of performing such acts and executing such documents in the name of the Trustee necessary and appropriate to effectuate the following enumerated transactions in respect of any of the mortgage or deeds of trust (the "Mortgages" and "Deeds of Trust" respectively), retail installment contracts ("other security instruments") and promissory notes secured thereby (the "Mortgage Notes") for which the undersigned is acting as Trustee for various Certificateholders for Bear Stearns At-A Trust, Mortgage Pass-Through Certificates, Series 2006-3 (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/or assignment of the Mortgage or Deed of Trust) and for which EMC is currently servicing.

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

1. The modification or re-recording of a Mortgage or Deed of Trust, or re-titling of other security instruments, where said modification, re-recording or re-titling is being done solely for the purpose of correcting the Mortgage, Deed of Trust or other security instruments to conform same to the original intent of the parties thereto or to correct title errors discovered after such title insurance was issued; provided that (i) said modification, re-recording, or re-titling in either instance, does not adversely affect the lien position of the Mortgage, Deed of Trust or other security instruments as insured and (ii) otherwise conforms to the provision of the Agreement.
2. The subordination of the lien of a Mortgage or Deed of Trust to an easement in favor of a public utility company of 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, and recordation of same (if necessary).
5. The full or partial satisfaction/release of a Mortgage or Deed of Trust or full or partial conveyance upon payment and discharge of the necessary limitation, cancellation of the related Mortgage Note.
6. The assignment of any Mortgage, Deed of Trust or other security instrument and the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby.

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7. The full assignment of a Mortgage, Deed of Trust or other security instrument 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.
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 sale;
 - e. The taking of 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 paragraph 8. a. through 8. e. above.
9. With respect to other security instruments the power to:
 - a. Perform any other necessary acts of foreclosure and/or eviction.
10. With respect to the sale of real property acquired through a foreclosure or deed-in-lieu of foreclosure, including, without limitation, the execution of the following documentation:
 - a. Listing agreement,
 - 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 real property.
11. The modification or amendment of escrow agreements established for repairs to the mortgaged property.
12. The endorsement of loss drafts or other checks that are necessary to effectuate proper servicing of the loan.
13. Respond to potential and actual litigation complaints on behalf of Trustee. Trustee will be apprised of potential litigation by Servicer as soon as commercially reasonable.

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 the Limited Power of Attorney shall be effective as shown on April 1, 2006.

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 or attorney.

Nothing contained herein shall (i) limit in any manner any indemnification provided by EMC to the Trustee under the Agreement, or (ii) be construed to grant EMC the power to initiate or defend any suit, litigation or proceeding brought against U.S. Bank National Association as Trustee for the applicable trust, except as specifically provided for herein or as otherwise contemplated by the Agreement. If EMC receives any notice of suit, litigation or proceeding in the name of U.S. Bank National Association as Trustee, then EMC shall forward a copy of same to the Trustee as soon as commercially reasonable.

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This Limited Power of Attorney is not intended to extend the powers granted to EMC under the Agreement or to allow EMC to take any action with respect to Mortgages, Deeds of Trust or Mortgage Notes not authorized by the Agreement. Notwithstanding anything contained herein to the contrary, EMC shall not, without the Trustee's prior written consent (i) hire or procure counsel to represent the Trustee in its individual capacity; or (ii) prepare, execute or deliver any government filing forms, permit registration or other documents, which have the effect of causing the Trustee to be registered to do business in any state. EMC hereby agrees to indemnify and hold the Trustee 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 EMC of the powers granted to it hereunder. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the Agreement or the earlier resignation or removal of the Trustee under the 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.

IN WITNESS WHEREOF, U.S. Bank National Association has signed and acknowledged in its name and behalf by a duly elected and authorized signatory this 20th day of June, 2006.

U.S. Bank National Association,
not in its individual capacity but solely as Trustee,

Attest: [Signature]
Name: James H. Byrnes
Title: Vice President

By: [Signature]
Name: David Duclos
Title: Vice President

Witness: [Signature]
Name: Helen Mentavlos

Witness: [Signature]
Name: Samuel Adu

Acknowledged and Agreed
EMC Mortgage Corporation

By: [Signature]
Name: **JANAN WEEKS**
Title: **VICE PRESIDENT**

