

Prepared By
WHEN RECORDED RETURN TO:
SELECT PORTFOLIO SERVICING, INC.
DOCUMENT CONTROL DEPARTMENT
P.O. BOX 65250
SALT LAKE CITY, UT 84165-0250

UNOFFICIAL COPY



Doc#: 0802426019 Fee: \$50.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/24/2008 12:10 PM Pg: 1 of 3

LIMITED POWER OF ATTORNEY

Pursuant to the Subservicing 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 November 8, 2007, between ECC Capital Corporation ("ECC"), as Servicer, and Select Portfolio Servicing, Inc., a Utah corporation and residential mortgage loan servicer ("SPS"), as Subservicer, relating to the Encore Credit Receivables Trust 2005-3, Deutsche Bank National Trust Company, as indenture trustee ("Trustee"), hereby appoints SPS 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 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 SPS 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 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 acts and do all other things as may be reasonably necessary to manage and service the Mortgage Loans under 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. Notwithstanding anything herein to the contrary, use of this Limited Power of Attorney is restricted to use in connection with the Mortgage Loans as defined in the Agreement and is limited to those actions reasonable and necessary for the SPS to carryout the provisions of the Agreement in accordance with the terms thereof, applicable law and accepted servicing practices of prudent servicers.

The rights, powers and authority of SPS as attorney-in-fact of the Trustee 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 Trustee until the date on which the SPS ceases to act as subservicer under the above-referenced Agreement. This Limited Power of Attorney shall be governed by and construed in accordance with the laws of the State of New York.

FIRST AMERICAN TITLE order # 10550302
10/10

UNOFFICIAL COPY

WHEN RECORDED RETURN TO:
SELECT PORTFOLIO SERVICING, INC.
DOCUMENT CONTROL DEPARTMENT
P.O. BOX 65250
SALT LAKE CITY, UT 84165-0250

IN WITNESS WHEREOF the Trustee has hereunto caused this Limited Power of Attorney to be executed by its duly authorized representatives on this 13 day of December, 2007.

ECC CAPITAL CORPORATION

By: [Signature]
Name: Larry Moretti
Title: Executive Vice President

WITNESS:

By: [Signature]
Name: Angela Gutierrez
Title: Executive Assistant

WITNESS:

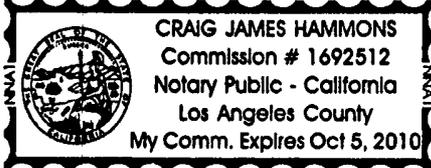
By: [Signature]
Name: Alanne Turina
Title: Loan Servicing Manager

STATE OF CALIF)
COUNTY OF ORANGE) ss
)

On December 13, 2007, before me personally appeared Larry Moretti, known to me to be an Executive Vice President of ECC Capital Corporation, that executed the preceding Limited Power of Attorney and also known to me to be the person who executed it on behalf of said company, and acknowledged to me that such company executed the preceding Limited Power of Attorney.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the year and day in this certificate first written.

[Signature]
Notary Public



Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION

Legal Description: LOT 28 IN BLOCK 14 IN LYFORD'S SUBDIVISION OF BLOCKS 13 AND 14 IN O'BRIEN'S SUBDIVISION IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT 5 ACRES IN THE SOUTHEAST CORNER THEREOF) IN COOK COUNTY, ILLINOIS.

Permanent Index #'s: 13-34-313-023-0000 Vol. 0370

Property Address: 1703 North Keating Avenue, Chicago, Illinois 60639

Property of Cook County Clerk's Office