

# UNOFFICIAL COPY



Recording Requested by  
Chase Home Finance LLC

Doc#: 0828342105 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 10/09/2008 11:38 AM Pg: 1 of 5

*Prepared by*  
When Recorded Mail to:  
Chase Home Finance LLC  
10790 Rancho Bernardo Road  
San Diego, CA 92127  
Attn: REO Department # 320

State:  
County:

Space above this line reserved for recorder's use.

Title(s)

Limited Power of Attorney

Property of Cook County Clerk's Office

1st AMERICAN TITLE order # 1846247  
1/2

5th

**UNOFFICIAL COPY**

FIRST AMERICAN TITLE  
ORDER # 1846247

## RECORDING REQUESTED BY

Chase Home Finance LLC  
REO Dept-Inv 458  
10790 Rancho Bernardo Rd  
San Diego, CA 92121

**LIMITED POWER OF ATTORNEY**

Citibank, N.A., a national banking association and having an office for the conduct of business in New York, New York, solely in its capacity as trustee (in such capacity the "Trustee") under various Pooling and Servicing Agreements entered into from time to time between Chase Home Finance LLC ("Chase") as successor by merger to Chase Manhattan Mortgage Corporation, as Master Servicer, Chase Funding, Inc. ("CFI"), as Depositor, and the Trustee (each a "Pooling Agreement") pursuant to which CFI's Multi-Class Mortgage Pass-Through Certificates are issued and not in its individual corporate capacity, hereby constitutes and appoints Chase pursuant to Section 3.02 (a) of the applicable Pooling Agreement, as its true and lawful attorney-in-fact, in its name, place and stead and for its use and benefit, to execute and acknowledge in writing or in facsimile stamp or otherwise all documents customarily and reasonably necessary and appropriate for the tasks described in items (i) through (vii) below relating to certain mortgage loans (the "Loans") owned by the undersigned, as Trustee, as serviced by Chase. These Loans are comprised of Mortgages, Deeds of Trust, Deeds to Secure Debt, Co-ops and other forms of Security Instruments (collectively the "Security Instruments") and the notes secured thereby (the "Notes").

- i. The Substitution of Trustee(s) in Deeds of Trust and/or Deeds to Secure Debt in the name of the undersigned, as Trustee,
- ii. The Extension and/or Renewal of Financing Statements in the name of the undersigned, as Trustee,
- iii. The Satisfaction, Assignment and/or Release of Security Instruments and/or Financing Statements in the name of the undersigned, as Trustee, or the issuance of Deeds of Reconveyance upon payment in full and/or discharge of the Notes secured thereby,
- iv. The Modification and/or Partial Release of Security Instruments,
- v. The Assumption of Security Instruments and the Notes Secured thereby,
- vi. The right to collect, accelerate, initiate suit on and/or foreclose all loans, and,
- vii. The right to manage, sell, convey or transfer the real and/or personal property specified in the Security Instruments.

The undersigned gives to said attorney-in-fact full power and authority to execute such instruments as if the undersigned were personally present, hereby ratifying and confirming all that said attorney-in-fact full power and authority to appoint by subsequent power of attorney a subservicer (a "Subservicer") to act in its

# UNOFFICIAL COPY

stead so long as the Trustee is given prior notice of such appointment. Third parties without actual notice may rely upon the power granted to said attorney-in-fact under this Limited Power of Attorney and may assume that, upon the exercise of such power, all conditions precedent to such exercise of power have been satisfied and this Power of Attorney has not been revoked unless an Instrument of Revocation has been recorded.

This power of attorney has been executed and is effective this (execution date of POA) and the same and any subsequent limited power of attorney given to any Subservicer shall continue in full force and effect until the occurrence of any of the following events or until revoked in writing by the undersigned:

- i. the supervision or termination of Chase as Master Servicer with respect to the Loans serviced under all of the Pooling Agreements,
- ii. the transfer of servicing from Chase to another Master Servicer with respect to the Loans serviced under all the Pooling Agreements,
- iii. the appointment of a receiver or conservator with respect to the business of the attorney-in-fact or Chase, or
- iv. the filing of a voluntary or involuntary petition of bankruptcy by the attorney-in-fact, Chase, or any of their creditors.

Notwithstanding the foregoing, the power and the authority given to either said attorney-in-fact or any Subservicer under this Limited Power of Attorney shall be revoked with respect to a particular Pooling Agreement and the Loans subject thereto upon the occurrence of:

- i. the suspension or termination of Chase as Master Servicer under such Pooling Agreement; or
- ii. the transfer of servicing under such Pooling Agreement from Chase to another Master Servicer.

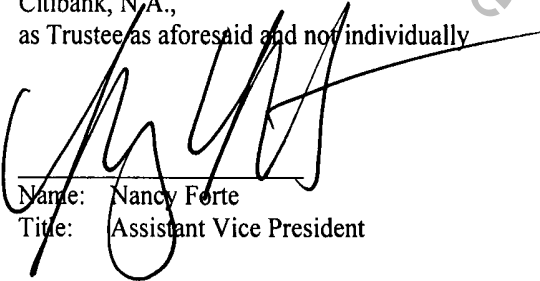
Nothing contained herein shall be deemed to amend or modify the related Pooling Agreements or the respective rights, duties or obligations of the Trustee or Chase thereunder, and nothing herein shall constitute a waiver of any rights or remedies thereunder. If this limited power of attorney is revoked or terminated for any reason whatsoever, a limited power of attorney given by the Chase shall be deemed to be revoked or terminated at the same time.

This Limited Power of Attorney supersedes all prior powers of attorney given by the undersigned to Chase for the Loans, and all such powers and the authority granted thereunder are hereby revoked effective as of the date of recording of this Limited Power of Attorney.

Chase Home Finance LLC  
as Servicer

Name:   
Title: HEIDI BRODERSEN, ASST. VICE PRESIDENT

Citibank, N.A.,  
as Trustee as aforesaid and not individually

Name:   
Title: Assistant Vice President

# UNOFFICIAL COPY

STATE OF NEW YORK    )  
  ) SS  
COUNTY OF NEW YORK )

On the 13th of June, 2007, before me, a Notary Public in an for said State, personally appeared Nancy Forte, known to me to be an Assistant Vice President of Citibank, N.A., a national banking association that executed the within instrument, and also known to me to be the person who executed said instrument on behalf of national banking association and acknowledged to me that such national banking association executed the within instrument.

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

*Zenaida Santiago*  
Notary Public

ZENaida SANTIAGO  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01SA6152564  
Qualified in Kings County  
My Commission Expires September 18, 2010

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

EXHIBIT A

## LEGAL DESCRIPTION

Legal Description: THE WEST 1/2 OF LOT 10 IN WILLIS M. HITTS SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, AND PORTION OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index #'s: 25-17-303-022-0000 Vol. 0461

Property Address: 10747 South Glenroy Avenue, Chicago, Illinois 60643

Property of Cook County Clerk's Office