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Doc#: 0911257187 Fee: \$50.25 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 04/22/2009 11:06 AM Pg: 1 of 7

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

AFTER RECORDING MAIL TO: CHICAGO TITLE SERVICE LINK DIVISION 4000 Industrial Blvd. Aliquippa, Pa 15001 1-800-439-5451 Order # 1738051

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Limited Power Of Attorney

DOCUMENT TITLE

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# Em Sumudiale

Richard P. Jones CLARK COUNTY RECORDER Filed for Record as Presented Page 1 of 5 I 200904515 Time 09:18:15 C2 Date 03/20/2009

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AFTER RECORD NG MAIL TO: CHICAGO TITLE \ しゅし シバるつ SERVICE LINK DIVISION 4000 INDUSTRIAL BLV') ALIQUIPPA, PA 15001

# Dr Coot Coling Limited Power of Attorney POCUMENT TITLE

STATE OF INDIANA, COUNTY OF CLARK, SS:

, 45	**
I, Richard P. Jones the undersigned Page 1	
I, Richard P. Jones the undersigned, Recorder of Cark Conference is a full, true and complete copy of a	pinty, Indiana, hereby certify that the above and
to William have by Grand	from Cutchan (NA
Instr. Wo. 60019 046 6 4 12 50	me appears of record in the party of the par
Drain the office of the Recorder of Clark County, In Witness, my hand and official seal this	ndiana which Parado
and official seal this	day of _
Licha	1d P. Colon
RECORDER C	OF CLARK COUNT YNDIANA
	1 7 7 7 0

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Prepared by JPMorgan Chase Bank, National Association When recorded nature for Prepared by JPMorgan Chase Bank, National Association 7255 Baymeadows Way JAXA3030
Jacksonville, Fl. 32256

#### LIMITED POWER OF ATTORNEY

KNOW ALL ME BY THESE PRESENTS, that Citibank, NA a national banking association organized and existing under the laws of the United States, and having its principal place of business at 388 Greenwich Street, New York, Ny. 10013, as Trustee for Wamu Asset Backed Certificates, Wamu Series 2007-HE2 and Wamu Series 2007-HE3, pursuant to that Pooling and Servicing Agreement dated as of January 1, 2007 (the "Agreement") by and among the Trustee, JPMorgan Chase Bank, National Association, formerly known as Long Beach Mortgage Company (the "Servicer", and WAMU Asset Acceptance Corp. (the "Devositor"), 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 Agreement solely for the purpose of performing such acts and executing such documents in the name of Trustee necessary and appropriate to effectuate the following enumerated transactions in respect of any of the mortgages of deeds of trust (the "Mortgager" and the "Deeds of Trust" respectively) and promissory notes secured thereby (the "worngage Notes") for which the undersigned is acting as Trustee for various certificate holders (whether the undersigned is name therein as mortgagee or beneficiary or has become the traggee by virtue of endorsement of the Mortgage Note Secured by any such Mortgage or Deed of Trust) and for which JPMorgan Chase Bank, National Association is acting as the Servicer.

This appointment shall apply only to the following enumerated restractions 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, where said modification or re-recording is solely for the purpose of correcting the Mortgage or Deed of Trust to conform same to the original intent to the parties therefore or to correct title errors discovered after such title insurance was issued; provided that (i) said modification or re-recording, in either instance, does not adversely affect the lien of the Mortgage or Deed of Trust 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/release, partial reconveyances or the execution or requests to trustees to accomplish same.

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- 3. The conveyance of the properties to the mortgage insured, 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.
- 8. Wite respect to a Mortgage or Deed of Trust, the foreclosure, the taking of a deed in near 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 is w 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/rescussion of notices or default and/or notices of 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 transaction in paragraphs 8.a. through 8.e. above.
- 9. With respect to the sale of property acquired through a foreclosure or deed-in lieu Foreclosure, including, without limitation, the execution of the following documentation:
  - a) Listing agreements;
  - b) Purchase and sales 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 of 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 Attorneys as fully as the undersigned might or could do, and thereby does ratify and confirm to all that said Attorney-in-Fact shall be effective as of January 6, 2009

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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.

Northing 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 Citibank, NA except as specifically provided for herein. If the Servicer receives any notice of suit, litigation of proceeding in the name of Citibank, NA then the Servicer shall promptly forward a copy of same to the Trustee.

This nexted power of attorney is not intended to extend the powers granted to the Service: under the Agreement or to allow the Servicer to take any action with respect to Mortgages, Reeds of Trust or Mortgage Notes not authorized by the Agreement.

The Servicer here'by 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, penaltics, actions, judgments, suits, costs, expenses or disbursements of any kind of nature whatsoever incurred by reason or result of or in connection with the exercise by the Servicer 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 Dustee 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 conflict 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, Citibank, NA has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by a duly elected and authorized signatory this  $6^{th}$  day of January, 2009.

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# UNOFFICIAL CO

Cifibank, N.

Name: Valerie Delgad

Title: Vice President

STATE OF MY COUND OF KINGS

On January 6, 2009 before me, the undersigned, a Notary Public in and for said state, personally appeared Valerie Delgado, Vice President of Citibank, NA as Trustee for Wamu Asser Backed Certificates, Wamu Series 2007-HE2 and Wamu Series 2007-HE3, personally known to me to the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed that same in his/her authorized capacity and that by his/her signature on the instrument the entity upon behalf on which the person acted and executed and instrument.

WITNESS by hand and official seal.

(SEAL)

ZENAIDA, SA ITIAGO STARY PUBLIC-STATE OF NEW YORK

No. 018A6152564

Qualified in Kings County

mindon Expires September 18, 20/0 my commerp: 9.6.2010

Acknowledged and Agreed

JPMorgan Chase Bank, National Association

By: Name:

Title:

Vice President

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# UNOFFICIAL COPY

All that certain parcel of land situated in Cook County, State of Illinois, being known and designated as follows: LOT 39 IN THOMASSON'S AND WHITE'S BALMORAL GARDENS SUBDIVISION OF BLOCKS 3 AND 4, IN THE NORTH PARK ADDITION TO CHICAGO, A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. Tax/Parcel ID: 13-11-211-006-0000

Property of Cook County Clerk's Office