Washington County, Oregon 01/10/2008 02:22:37 PM 2008-002546

D-PA Cnt=1 Stn=19 Y LOPEZ \$20.00 \$5.00 \$11.00 - Total = \$36.00

(Cupard by After recording, return to: Wilshire Credit Corporation 14523 SW Millikan Way, #200

Beaverton, OR 97005 Attn: Charlene Busselaar Doc#: 0921749030 Fee: \$44.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Cook County Recorder of Deeds
Date: 08/05/2009 01:54 PM Pg: 1 of 5

Richard Hobernicht, Director of Assessment and exatton and Ex-Officio County Cierk for Washington

County, Oregon, do hereby certify that the within instrument of writing was received and recorded in the book of records of said county.

Richard Hobernicht Director of Assessment and

Texation, Ex-Officio County Clerk

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, formerly known as Bankers Trust Company of California, N.A. and having its principal place of business at 1761 East St. Andrew Place, Santa Ana. California, 92705, as Trustee (the "Trustee") pursuant to that Pooling and Servicing Agreement, "ML/M Mortgage Loan Asset-Backed Certificates Series 2007-MLN1", dated as of April 1, 2007 (the "Agreer cart") by and between Merrill Lynch Mortgage Investors, Inc. (the "Depositor"), and Wilshire Credit Corporation (the "Servicer"), with an address of 14523 SW Millikan Way, Suite 200, Beaverton, OR 97005, hereby constitutes and appoints the Servicer, by and through the Servicer's officers, the Trustee's true and lawful atto ney-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 perferring 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 mortgages or deeds of trust (the "Mortgages" and the "Deeds of Trust" respectively) and promissory notes secured thereby (the "Mortgage hote;") for which the undersigned is acting as Trustee (whether the undersigned is named therein as morturage 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 Wilshire Credit Corporation is acting as the Servicer.

All Capitalized terms used in this limited power of attorney and not defined herein shall have the respective meanings set forth in the Agreement.

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, 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 of the parties thereto 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 provisions 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. In accordance with section 3.01 of the Agreement, if the Mortgage relating to a Mortgage Loan had a lien senior to the Mortgage Loan on the related Mortgaged Property as of the Cut-off Date, then the related Servicer, in such capacity, may consent to the refinancing of the prior senior lien, provided that the following requirements are met:
  - (i) the resulting Combined Loan-to-Value Ratio of such Mortgage Loan is no

PREMIER THE COMPANY 1350 W. NORTHWEST HIGHWAY ARLINGTON HEIGHTS. II. 60004 (847) 255-7100 54

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higher than the Combined Loan-to-Value Ratio prior to such refinancing; and

than
2.0% higher than the interest rate on the loan evidencing the refinanced senior lien is no more
2.0% higher than the interest rate on the loan evidencing the existing senior lien immediately prior to the date of such refinancing;
and

- (iii) the loan evidencing the refinanced senior lien is not subject to negative amortization.
- 4. 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.
- 5. The completion of loan assumption agreements.
- 6. 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.
- 7. 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.
- 8. The full assignment of a Modgage 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.
- 9. With respect to a Mortgage or Deed of Trest, 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 Dead 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 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 9.a. through 9.e. above.
- 10. 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;

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- 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.
- 11. 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 occurred this Limited Power of Attorney as fully as the undersigned might or could do, and hereby does rank and confirm to all that said Attorney-in-Fact shall be effective as of April 30, 2007.

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 (') imit in any manner any indemnification provided by the Servicer to the Trustee under the Agreement, or (i') 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 which is outside of the scope of that which is specified herein. If the Servicer receives any notice of suit, litigation or proceeding in the name of Deutsche Bank Nation Trust Company or Bankers Trust Company of California, N.A., which is outside of the scope of that which is specified herein, then the Servicer will promptly forward a copy of the same to the Trustee.

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

The Servicer hereby agrees to indemnify and hold the Trustee and its directors, officers, employees and agents harmless from and against any and all liabilities, obligations, lorses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature vinatsoever 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 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, Deutsche Bank National Trust Company, as Trustee 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 20<sup>th</sup> day of July, 2007

# UNOFFICIAL COPY

		Trustee	iational Trust Company,	as
Witness:	Johnson	MAN		
a. Jank	10501)	Marhe: Melissa V		
Witness:		TRIC. VIOC 1 1030	icir.	
State of California	1			
County of Oran 16				
On <u>July 20, 2007</u>		iny yuan	, personally appeared	
person(s) whose	ly known to me (or proved name(s) is/are subscribed uted the same in his/her/tl	d to the within instrumen	t and acknowledged to r	ne that
	e instrument the person(s			
	nd and official seal.			
Signature	9/90	(Seal)	4.600.40	DEFANY YUAN
		0,	る。 「「「「「」」 Notary	nlsslon # 1693742 Public - California Frange County
				n. Expires Sep 15, 2010
Acknowledged an	nd Agreed by Wilshire Cre	edit Corporation		ranger (* 1865) Kanada da da serie
Herdi Peterson, V	ice President	<u> </u>	Control of the contro	
SSESSON AX CO and To	chard W. Hobernicht, Daxation and Ex-Officio	County Clerk for	- 1994 T	
Wash	ington County, do hereb	ginal.		
Date:	Coeu	· Doots		
By: _				

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#### **EXHIBIT 'A' Legal Description**

File Number: 2009-02931-PT

PARCEL 1:

THE EAST 24.25 FEET OF LOT 102 IN STONERIDGE COURTYARDS OF MATTESON UNIT 1, BEING A RESUBDIVISION OF LOT 48 IN FINAL PLAT OF SUBDIVISION SOUTHWEST CORPORATE PARK SUBDIVISION PHASE 3, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 9365219 AND CERTIFICATE OF CORRECTION RECORDED AS DOCUMENT 99802840, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AFORESAID, AS SET FORTH IN DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS RECORDED SEPTEMBER 15, 2000 AS LOCUMENT 00720867 AND SHOWN ON THE PLAT OF STONERIDGE COURTYARD OF MATTESON UNIT 1 AFORESAID AND CREATED BY DEED FROM SOUTHWICK COURTYARDS, LLC TO TAMMYE WATHEWS DURHAM, RECORDED AUGUST 30, 2001 AS DOCUMENT 001083895 FOR INGRESS AND EGRESS OVER LOT 100 AFORESAID.

COMMONLY KNOWN AS: 5235 Stoneridge Court, Matteson, IL 60443

31-21-402-034-0000 PERMANENT INDEX NUMBER: