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Doc#: 0930647024 Fee: \$50.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/02/2009 11:17 AM Pg: 1 of 7

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WHEN RECORDED MAIL TO:

Service Link
4000 Industrial Blvd.
Aliquippa, PA 15001
1-800-439-5451
1804164

LIMITED POWER OF ATTORNEY

Grantor:
DEUTSCHE BANK NATIONAL TRUST COMPANY

Grantee:
LITTON LOAN SERVICING LP

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UNOFFICIAL COPY*Prepared By***RECORDING REQUESTED BY**
& AFTER RECORDING RETURN TO:Litton Loan Servicing LP
4828 Loop Central Drive
Houston, Texas 77081
Attention: Alison S. Walas
Prepared By: *LKump***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 and having its principal place of business at 1761 E. St. Andrew Place, Santa Ana, California 92705-4934, as Trustee (the "Trustee") pursuant to the Agreements listed on the attached Addendum (the "Agreements"), together with the Asset Purchase Agreement dated as of May 7, 2008 among Litton Loan Servicing LP (the "Servicer") and each party thereto, 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 Agreements for the purpose of performing all acts and executing all documents in the name of the Trustee as may be customarily and reasonably 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 Notes") for which the undersigned is acting as Trustee for various certificateholders (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 for which Litton Loan Servicing LP is acting as Servicer.

This appointment shall apply to the following enumerated transactions only:

1. The modification or re-recording of a Mortgage or Deed of Trust, where said modification or re-recording is 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 (1) said modification or re-recording, in either instance, does not adversely affect the lien of the Mortgage or Deed of Trust as insured and (2) otherwise conforms to the provisions of the Pooling and Servicing Agreement.
2. The subordination of the lien of a Mortgage or Deed of Trust to an easement in favor of a public utility company or a governmental agency or authority thereunder with powers of eminent domain; this section shall include, without limitation, the execution of partial satisfaction/release, partial reconveyances or the execution of requests to trustees to accomplish same, or the subordination of the lien of a Mortgage or Deed of Trust to a lease of said property for oil or mineral development where (1) such lease does not adversely affect the lien of the Mortgage or Deed of Trust as insured (2) such lease is customary in the area, (3) exercise of such lease will not have a material effect on the value of the property, prevent the use of the property as a residence, or expose the residents to serious health or safety hazards and (4) otherwise conforms to the provisions of the Pooling and Servicing Agreement.
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.

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5. The full satisfaction/release of a Mortgage or Deed of Trust or full conveyance upon discharge or other satisfaction 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. 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 of sale;
 - e. the taking of a 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 Agreement, Mortgage, Deed of Trust or state law to expeditiously complete said transactions in paragraphs 8.a. through 8.e., above.
9. 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;
 - 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 or personal property.

The undersigned gives said Attorney-in-Fact full power and authority to execute such instruments

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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 that said Attorney-in-Fact shall be effective as of the date hereof.

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 (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 Deutsche Bank National Trust Company except as specifically provided for herein. If the Servicer receives any notice of suit, litigation or proceeding in the name of Deutsche Bank National Trust Company or Bankers Trust Company of California, N.A., then the Servicer shall promptly forward a copy of same to the Trustee. The Trustee shall be entitled to the indemnification provided by the Servicer in Section 6.05 of the Agreement as if set forth herein in connection with the actions of the Servicer under this power of attorney.

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

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 pursuant to the Agreements listed on the attached Addendum, together with the Asset Purchase Agreement dated as of May 7, 2008 among Litton Loan Servicing LP and each party thereto, has caused its corporate seal be hereto affixed and these presents to be signed and acknowledged in its name and behalf by Melissa Wilman its duly elected and authorized Vice President this 12th day of August, 2009.

Deutsche Bank National Trust Company, as Trustee

By: 

Name: Melissa Wilman

Title: Vice President

Witness: 

Name: Jason Williams

Title: Administrator

Witness: 

Name: Mei Nghia

Title: Authorized Signer

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Acknowledged and Agreed
LITTON LOAN SERVICING LP

By: Janice McClure
Name: Janice McClure
Title: Senior Vice President

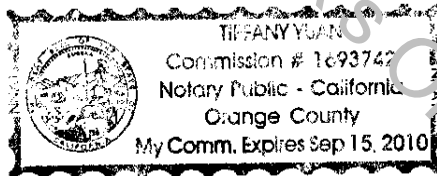
STATE OF CALIFORNIA
COUNTY OF ORANGE

On August 12, 2009, before me, Tiffany Yuan personally appeared Melissa Wilman, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
(SEAL)

Tiffany Yuan
Notary Public, State of California
Tiffany Yuan



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Addendum

Inv Code	Deal
#296-1	<p><u>GSAMP Trust 2006-FM2, Mortgage Pass-Through Certificates, Series 2006-FM2</u> -Pooling and Servicing Agreement, dated as of September 1, 2006, by and between GS Mortgage Securities Corp., as Depositor, Fremont Investment & Loan, as Servicer and Responsible Party, Deutsche Bank National Trust Company, as Trustee, and Wells Fargo Bank, N.A., as Master Servicer and Securities Administrator (Litton Loan Servicing LP is successor servicer to Fremont Investment & Loan per the Asset Purchase Agreement dated May 7, 2008 between Fremont Investment & Loan and Litton Loan Servicing LP)</p>
#296-3	<p><u>GSAMP Trust 2007-FM1, Mortgage Pass-Through Certificates, Series 2007-FM1</u> -Pooling and Servicing Agreement, dated as of January 1, 2007, by and between GS Mortgage Securities Corp., as Depositor, Fremont Investment & Loan, as Servicer and Responsible Party, Deutsche Bank National Trust Company, as Trustee, and Wells Fargo Bank, N.A., as Master Servicer and Securities Administrator (Litton Loan Servicing LP is successor servicer to Fremont Investment & Loan per the Asset Purchase Agreement dated May 7, 2008 between Fremont Investment & Loan and Litton Loan Servicing LP)</p>
#296-4	<p><u>GSAMP Trust 2007-FM2, Mortgage Pass-Through Certificates, Series 2007-FM2</u> -Pooling and Servicing Agreement, dated as of February 1, 2007, by and between GS Mortgage Securities Corp., as Depositor, Fremont Investment & Loan, as Servicer and Responsible Party, Deutsche Bank National Trust Company, as Trustee, and Wells Fargo Bank, N.A., as Master Servicer and Securities Administrator (Litton Loan Servicing LP is successor servicer to Fremont Investment & Loan per the Asset Purchase Agreement dated May 7, 2008 between Fremont Investment & Loan and Litton Loan Servicing LP)</p>
#296-5	<p><u>GSAMP Trust 2006-FM3, Mortgage Pass-Through Certificates, Series 2006-FM3</u> -Pooling and Servicing Agreement, dated as of December 1, 2006, by and between GS Mortgage Securities Corp., as Depositor, Fremont Investment & Loan, as Servicer and Responsible Party, Deutsche Bank National Trust Company, as Trustee, and Wells Fargo Bank, N.A., as Master Servicer and Securities Administrator (Litton Loan Servicing LP is successor servicer to Fremont Investment & Loan per the Asset Purchase Agreement dated May 7, 2008 between Fremont Investment & Loan and Litton Loan Servicing LP)</p>

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Exhibit "A" Legal Description

All that certain parcel of land situate in the County of Cook, State of Illinois, more particularly described as follows:

Lot 74 and that portion of Lot 73 described as follows: Commencing at the most northerly corner of said Lot 73 said most northerly corner being located on the northwesterly boundary line of said Lot 73 (being also the southerly boundary line of Riverside Parkway), thence running in a southwesterly direction along the northwesterly boundary line of said Lot 73 to a point which is the midway point of said Lot 73 on its northwesterly boundary; thence running in a straight line in a southeasterly direction to a point on the southeasterly line of said Lot 73 which point is the midway point of said Lot 73 on its southeasterly boundary; thence running in a northeasterly direction along the southeasterly line of said Lot 73 to the southeasterly corner of said Lot 73; thence running in a northwesterly direction along the northeasterly line of said Lot 73 to the point of beginning, all of Nepil and Serhant's Subdivision of that part of the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ (except the East 41 acres thereof) lying South of Riverside Parkway of Section 30, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Tax ID: 16-30-110-004

Cook County Clerk's Office