UNOFFICIAL COPY



Doc#: 0934557033 Fee: \$80.25 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 12/11/2009 02:27 PM Pg: 1 of 7

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

AFTER RECORDING MAIL TO: CHICAGO TITLE (772840 SERVICE LINK DIVISION 4000 INDUSTRIAL BLVD. ALIQUIPPA, PA 15001

Prepared by: Ronaldo Reyes
1761 East St Andrew Hace
Santa Ana CA 92105

Limited Power of Attorney

TYPER

UNOFF AL COPY

3613 RESERVE COMMONS DR MEDINA OH 44256 26368

Instrument Book Pase 200800000631 DR 236 2471

2007 DEC 27 PM 12: 23

MARY L. M.C. PIS GREENE CO. RECORDER XENIA, OHIO BOOK 171 PACE 137

19839

200800000631
Filed for Record in
MADISON COUNTY, DHIO
CHARLES E REED
02-06-2008 At 02:04 pm.
POWER ATTY 52.00
OR Book 236 Page 2471 - 2475

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Deutsche Bank Trust Company Americas (formerly known as Bankers Trust Company of California, N.A.), a New York banking corporation, incorporated and existing under the laws of the State of New York, and having its principal place of business at 1761 East St. Andrew Place, Santa Ana, California, 92705, as Trustee (the "Trustee") pursuant to those certain servicing agreements between, among others, the Trustee and Saxon Mortgage Services, Inc. (the "Servicer") relating to the trusts referenced in Exhibit A attached hereto (each a "Servicing Agreement") hereby constituter 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 rior gage loans serviced by the Servicer pursuant to the Servicing Agreements solely for the purpose of perforning 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, deeds of trust, or security deeds (the "Security Instrument") and promissory notes secured thereby (the "Mortgage Notes") for which the undersigned is acting as Trustee for various holders under the respective Servicing Agreeme its (vhether the undersigned is named therein as mortgagee or beneficiary or has become mortgages by virtue of endorsement of the Mortgage Note secured by any such Security Instrument) and for which Sixon Mortgage Services, Inc. is acting as the Servicer.

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 Security Instrument, where said modification or re-recording is solely for the purpose of correcting the Security Instrument to conform same to the original intent of the parties there are 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 Security Instrument as insured and (ii) otherwise conforms to the provisions of the Agreement.
- 2. The subordination of the lien of a Security Instrument 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 postial satisfactions/releases, partial reconveyances or the execution or requests to trustees to accomplish same.

RETURN TO:
FIDELITY LAND TITLE AGENCY
OF CINCINNATI, INC.
10723 MONTGOMERY ROAD
3325684 CINCINNATI OHIO 45242

Office

RETURN RECORDED DCCS TO: KASPARNET, LLC 3613 RESERVE COMMONS DR. MEDINA, OH 44256

WL2770 F6170

UNOFFICIAL COP1Y1 PAGE 138

- 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.
- 5. The full satisfaction/release of a Security Instrument 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 Security Instrument and the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby.
- 7. The full assignment of a Security Instrument 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.
- With respect to a Security Instrument, 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 Security Instrument, in accordance with state law and the Security Instrument;
 - 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 cance lation/rescission of notices of default and/or notices of sale;
 - e. the taking of de d n 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 Security Instrument 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 inrough 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;
 - grant/warranty/quit claim deeds or any other 'leed 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

UNOFFICIAL COP 20 2000000631 DR 236 2473

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 October 16, 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 (i) limit in any manner any indemnification provided by the Servicer to the Trustee under any of the Servicing 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 Trust Company Americas except as specifically provided for herein. If the Servicer receives any notice of suit, litigation or proceeding in the name of Deutsche Bank Trust Company Americas or Bankers Trust Company of California, N.A., then the Servicer shall promptly forward a copy of 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 Security Instrument or Mortgage Notes not authorized by the Servicing Agreements.

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, losses, damages, penalties, actions, judgments, suis, costs, expenses or disbursements of any kind or nature whatsoever incurred by reason or result of or in conjection with the exercise by the Servicer of the powers granted to it hereunder. The foregoing indemnity she is survive the termination of this Limited Power of Attorney and the Servicing Agreements or the earlier resignation or removal of the Trustee under any of the Servicing Agreements.

This Limited Power of Atto ne) is entered into and shall be governed by the laws of the State of New York, without regard to confucts 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 Trust Company Americas, 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 16th day of October.

Deutsche Bank Trust Company Americas, formerly known as Bankers Trust Company of California, N.A., as Trustee

Bv:

Name: Ronaldo R. Reyes

Title: Vice President

-2.

Prepared by . Deutsche Bank 3 Trust Co. VIL 2770 PG | 7 |

INOFFICIAL C

8ook Pase 236 2474 Instrument 200800000631 OR

Acknowledged and Agreed Saxon Mor gage Services, Inc.

BOOK 171 PAGE 140

Name Title:

STATE OF CALIFORNIA COUNTY OF ORANGE

On October 16, 2007, before me, the undersigned, a Notary Public in and for said state, personally appeared Ronaldo R. Reyes of Deutsche Bank Trust Company Americas, as Trustee for each of the trusts listed on Exhibit A hereto, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed that same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted and executed the instrument.

WINESS my hand and official seal.

SESS my (SEAL)

2007-HE1

UNOFFICIAL COPY 171 PAGE 141

EXHIBIT A

Instrument Book Pase 2008000000631 OR 236 2475

SAXON ASSET SECURITIES TRUST 2000-2 SAXON ASSET SECURITIES TRUST 2000-4 SAXON ASSET SECURITIES TRUST 2001-2 SAXON ASSET SECURITIES TRUST 2002-1 **SAXON ASSET SECURITIES TRUST 2002-3** SAXON ASSET SECURITIES TRUST 2003-2 **SAXON ASSET SECURITIES TRUST 2004-2 SAXON ASSET SECURITIES TRUST 2005-2** SAXO', A: SET SECURITIES TRUST 2005-1 SAXON ASSET SECURITIES TRUST 2006-2 IXIS REAL ESTATE CAPITAL TRUST 2006-HE3 IXIS REAL ESTATE CAPITAL TRUST 2006-HEI MORGAN STANLEY IX'S REAL ESTATE **CAPITAL TRUST 2006-2 EQUIFIRST MORTGAGE LOAN TRUST 2005-1** SOUNDVIEW HOME LOAN TRUST 2005-2 **MERITAGE MORTGAGE LOAN TRUST 2004 2** MERITAGE MORTGAGE LOAN TRUST 2005-1 **GSAA HOME EQUITY TRUST 2006-2** MORGAN STANLEY ABS CAPITAL I INC. TRUST

SAXON ASSET SECURITIES TRUST 2000-3
SAXON ASSET SECURITIES TRUST 2001-1
SAXON ASSET SECURITIES TRUST 2001-3
SAXON ASSET SECURITIES TRUST 2002-2
SAXON ASSET SECURITIES TRUST 2003-1
SAXON ASSET SECURITIES TRUST 2003-3
SAXON ASSET SECURITIES TRUST 2004-3
SAXON ASSET SECURITIES TRUST 2005-3
SAXON ASSET SECURITIES TRUST 2006-1
IXIS REAL ESTATE CAPITAL TRUST 2005-HE3
IXIS REAL ESTATE CAPITAL TRUST 2006-HE2
EQUIFIRST MORTGAGE LOAN TRUST 2004-2

SOUNDVIEW HOME LOAN TRUST 2004-1.

SOUNDVIEW HOME LOAN TRUST 2006 – EQ!

MERITAGE MORTGAGE LOAN TRUST 2004-3

MERITAGE MORTGAGE LOAN TRUST 2005-2

MORGAN STANLEY ABS CAPITAL I INC.

TRUST 2006-HE8



'07 NOV 30 10:25

LODGED FOR RECORD

0934557033 Page: 7 of 7

UNOFFICIAL COPY

Exhibit "A" **Legal Description**

All that certain parcel of land situate in the County of Cook, State of Illinois, being known and designated as Lot 27 in Block 4 in W. A. Hill and Company's Boulevard Addition to Irvin Park, being a subdivision by Alonzo h. Hill of the East 1/2 of the West 1/2 of the South East 1/4 of Section 14, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois. 13-14Dropperty of Cook County Clerk's Office

Page 7 of 10

Tax ID: 13-14-411-022

1728840 - 1

Issued At: Registered Title Insurance Agent: ServiceLink 4000 Industrial Blvd.

Aliquippa, PA 15001