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Doc#: 1008222044 Fee: \$46.00

Eugene "Gene" Moore

Cook County Recorder of Deeds
Date: 03/23/2010 11:27 AM Pg: 1 of 8

Limited Power of Attorney

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LIMITED POWER OF ATTORNEY

Prepared by:

Robert W. Johnson, Esq.

When recorded return to:
Marix Servicing LLC
1925 W. Pinnacle Peak Rd.
Phoenix, AZ 85027

This Limited Power of Attorney is made in connection with that certain Servicing Agreement by and between Marathon Asset Investment Trust 2007-1 (the "Owner") and Marix Servicing LLC, a Delaware LLC (the "Servicer") dated as of September 15, 2007 (the "Servicing Agreement").

Owner hercoy makes, constitutes and appoints Servicer for Owner's benefit and in Owner's name, place, and steat, Owner's true and lawful attorney-in-fact, with full power of substitution, to act in any manner necessary and proper to exercise the servicing and administrative powers set forth in the Servicing Agreement with respect to those loans transferred to Servicer pursuant to the terms of the Servicing Agreement. Such powers shall include, but are not limited to executing the following documents:

- 1. Mortgage/trust leed assignments;
- 2. Substitutions of trustile
- 3. Deeds of conveyance (including, without limitation, warranty deeds, grant deeds and quitclaim deeds);
- 4. Trust deed reconveyance and mortgage release documents;
- 5. Partial releases;
- 6. Affidavits (including, without limitation, lost note affidavits, military affidavits and affidavits of indebtedness);
- 7. Powers of attorney (i) concerning any process related to effecting a lien release upon payment of a loan in full, or (ii) used to process any foreclosure, bankruptcy or other related activity concerning a loan in detailt;
- 8. HUD-1 settlement statements;
- 9. Contracts/purchase agreements for sale of real estato;
- 10. All other normal and customary documents related to the foreclosure and/or sale of real estate.

This appointment shall not be assigned to any third party by Servicer without the written prior consent of Owner and this Limited Power of Attorney shall survive for a period not to exceed two years past the date herein.

Nothing herein shall give any attorney-in-fact the rights or powers to negotiate or settle any suit, counterclaim or action against Owner. If the Servicer receives any notice of suit, litigation or proceeding in the name of the Owner, then the Servicer shall forward a copy of same to the Owner within a reasonable period of time.

Owner will not be responsible for inspection of any items being executed pursuant to this Limited Power of Attorney and as such, is relying upon the Servicer to undertake whatever procedures may be necessary to confirm the accuracy of such items.

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Any third party may rely upon a copy of this Limited Power of Attorney, to the same extent as if it were an original, and shall be entitled to rely on a writing signed by the Servicer to establish conclusively the identity of a particular right, power, capacity, asset, liability, obligation, property, loan or commitment of Servicer for all purposes of this Limited Power of Attorney.

Servicer shall not be obligated to furnish bond or other security in connection with its actions hereunder. The Servicer hereby agrees to indemnify and hold Owner and its directors, officers, employees and agents harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or 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 any Custodian or Collateral Agent referred to in the Agreement.

Owner auctorizes Servicer, by and through any of its directors or officers, or any other employee who is duly authorized by Servicer to certify, deliver and/or record copies and originals of this Limited Power of Attorney. Service is employees executing such documents in the name of Owner necessary to properly service and administer mortgage loans must hold the office of Assistant Secretary or higher.

If any provision of this Limited Power of Attorney shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions hereof shall not be affected thereby. 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.

THE PROPERTY OF A STATE OF THE	A A A Truet 2007 1 or Owner has coursed in
IN WITNESS WHEREOF, Maratnon	Asset Investment Trust 2007-1 as Owner has caused in
corporate seal to be hereto affixed and these p	presents to be signed and acknowledged in its name and
behalf by a duly elected and authorized signat	tory this 1 day of Muy, 2009.
I llys 4 2 V son	By: Sann Gurley
Witness: Heather Wilson	Name: Sarah J. Gurley
Laura De Francisco	Title: Managing Director
Wifness: Laura DeFrancisco	0.
	~~.
STATE OF ARIZONA	7/

STATE OF ARIZONA
COUNTY OF MARICOPA

WITNESS my hand and official seal.

(Seal)

OFFICIAL SEAL
ALICE PRITCHARD
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires Apr. 11, 2010

Notary Public

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MARIX SERVICING LLC

RESOLUTION OF THE BOARD OF DIRECTORS

As evidenced by my signature below, I certify that the following are correct and complete copies of the resolutions duly adopted on June 2, 2009 by the Board of Managers of Marix Servicing I LC ("Company"), a limited liability company established and operating under the laws of the State of Delaware, with its office located at 1925 West Pinnacle Peak Road, Phoenix, AZ 85027, in a coordance with applicable law and the Company's chartering documents. I also certify that such resolutions have not been modified, remain in full force and effect, and are not in conflict with any provisions of the Company's chartering documents or any chartering and/or licensing statutes or regulations:

"WHEREAS, the Company has determined that it will be useful for certain individuals to be appointed as officers of the Company with limited authority;

"NOW, THEREFORE, BLT' RESOLVED, that the following individuals, each of whom is an employee of the Company, are appointed as officers of the Company, each holding the title of "Assistant Secretary Servicing" for the Company:

Officer	Title	
Siggle S. Shaw, III	Assistant Secretary Servicing	
Eric Seabrook	Assis and Secretary Servicing	g
Coorgo E Vnight	Acciei ant Se zetary Servicin	σ

George E. Knight
Michelle Carothers
Assistant Secretary Servicing
Patrick Bowman
Assistant Secretary Servicing

"RESOLVED FURTHER, that the following existing officers of the Company, each holding the title indicated, are hereby granted authority as "existing officers" as set forth in the paragraph immediately below:

Title

Officer

Rick E. Smith President/CEO
Steve Paton Senior Vice President
Kenneth J. Ganiel Treasurer/CFO
Robert W. Johnson Secretary/General Counsel/CCO
Roy Carter Vice President
Christopher R. Warner Vice President

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"RESOLVED FURTHER, that the authority of each Assistant Secretary, Servicing hereby appointed is specifically and strictly limited to executing, and the existing officers of the Company listed above are authorized to execute the following documents on behalf of the Company in connection with the servicing of loans and the maintenance and disposition of real estate for Company's clients:

- 1. Mortgage/trust deed assignments;
- 2. Note endorsements and allonges;
- 3. Substitutions of trustee;
- 4. Deeds of conveyance (including, without limitation, warranty deeds, grant deeds and quitclaim deeds);
- 5. Trust deed reconveyance and mortgage release documents;
- 6. Partial releases;
- 7. Assumption, subordination and modification agreements;
- 8. Africavits (including, without limitation, lost note affidavits, military afridavits and affidavits of indebtedness);
- 9. Powers of attorney (i) concerning any process related to effecting a lien release upon payment of a loan in full, or (ii) used to process any foreclosure, bank-uptcy or other related activity concerning a loan in default;
- 10. HUD-1 settlement statements;
- 11. Endorsement of Insuran e claim proceeds checks;
- 12. Approved, standard hold 'animless agreements regarding payment of property insurance proceeds to the Company;
- 13. Contracts/purchase agreements for sole of real estate;
- 14. All other normal and customary documents related to the foreclosure and/or sale of real estate.

"RESOLVED FURTHER, that the appointmen as an Assistant Secretary, Servicing hereby is of a restricted nature and except only for the purposes of performing the services specifically set forth in the resolutions above, each person so appointed is not permitted to represent himself or herself, as applicable, as an officer of the Company to any third party;

RESOLVED FURTHER, that notwithstanding the limited purpose appointment made pursuant to the foregoing resolutions, each person hereby appointed as an Assistant Secretary, Servicing is not entitled to the customary rights and benefits that are normally accorded to an officer of the Company;

RESOLVED FURTHER, that the appointment and length of the term of office of each person appointed as an Assistant Secretary, Servicing are at the convenience and pleasure of the Company and each such appointment is revocable upon notice, with or without cause, and for any reason in the sole

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discretion of the Company. If not revoked sooner, each limited purpose appointment made pursuant to the foregoing resolutions shall immediately terminate, without any notice or further action by or on the part of the Company, upon the termination of the appointee's status as an employee of the Company."

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