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Doc#: 1009910050 Fee: \$46.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds Date: 04/09/2010 12:52 PM Pg: 1 of 6

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

AFTER RECORDING MAIL TO: CHICAGO TITLE 1438000 SERVICE LINK DIVISION 4000 INDUSTRIAL BLVD ALIQUIPPA, PA 15001

Coop County Cy Limited Power of Attorney

COMMENT TITLE

\$50.00

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AND WHEN RECORDED MAIL TO:

RECORDING REQUESTED BY & AFTER RECORDING RETURN TO:

LITTON LOAN SERVICING LP 4828 Loop Central Drive Houston, TX 77081

Attn: Alison S. Walas Prepared By:

#### LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Residential Funding Real Estate Holdings, LLC and Homecomings Financial Real Estate Holdings, LLC, both limited liaoilly companies organized and existing under the laws of the State of Delaware and having a place of business at 1 Meridian Crossing, Suite 100, Minneapolis, MN 55423 ( collectively the "Owner") pursuant to that Servicing Agreement, between Litton Loan Servicing Liv (the "Servicer") and the Owner's affiliates, Residential Funding Company, LLC (f/k/a Residential Funding Corporation) ("RFC") and its subsidiary, Homecomings Financial, LLC ("Ka Homecomings Financial Network, Inc.) ("Homecomings"), dated as of March 1, 2001 a amended (collectively, the "Agreement"), hereby constitutes and appoints the Servicer, oy and through the Servicer's officers, the Owner's true and lawful Attorney-in-Fact, in the Owner's name, place and stead and for the Owner's benefit, in connection with all mortgage loans and REO properties subject to the terms of the Agreement for the purpose of performing certain acts and executing certain documents in the name of the Owner 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 secures thereby (the "Mortgage Notes") for which the undersigned is the Owner (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 the Servicer is perferming servicing activities all subject to the terms of the Agreement.

This appointment shall apply to the following enumerated transactions only:

- 1. The modification or re-recording of a Mortgage or Deet 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 and said modification or re-recording, in either instance, does not adversely affect the lien of the Mortgage or Deed of Trust as insured.
- 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 United States governmental 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. 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.

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- 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. With respect to a Mortgage of 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 conotices 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 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 8(a) through 8(e), above.

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 property to carry into effect the power or powers granted by or under this Limited Power of Attorney, each subject to the terms and conditions set forth in the Agreement and in accordance with the standard of care set forth in the Agreement as fully as the undersigned might or could do, and hereby does ratify and conform to all that said Attorney-in-Fact shall lawfully do or cause to be done by authority hereof. This Limited Power of Attorney shall be effective as of June 2, 2008 and terminate on the termination of the Servicing Agreement.

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.

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The Servicer agrees to indemnify and hold the Owner, RFC and Homecomings and their directors, officers, employees and agents harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses and 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 hereunder. The foregoing indemnity shall survive the termination of this Limited Power of Attorney.

IN WITNESS WHEREOF, Residential Funding Real Estate Holdings, LLC and Homecomings Financial Real Estate Holdings, LLC, as Owner, have caused its seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by Betty Wright, its duly elected and authorized Limited Signing Officer this 10th day of October, 2008.

> Residential Funding Real Estate Holdings, LLC and Homecomings Financial Real

> > Clart's Office

Estate Holdings, LLC

By:

Title: Limited Signing Officer

Witnessed:

By:

Name: Steven Hanson

Open of Co.

Name: Barbara Zahn

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Ollny Clert's Office

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### STATE OF MINNESOTA COUNTY OF HENNEPIN

On October 10, 2008 before me, Diane M. Meistad, Notary Public, personally appeared Betty Wright, personally know to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted executed the instrument.

Witness on ray hand and official seal

Notary Public

Man on meissue

my comm exp. 1.3

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### **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 9 in Block 5 in River Grove Estates, being a Subdivision in the Northeast Fractional Quarter of Section 26, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois. Dropperty of Court Courts Clerk's Office

Tax ID: 12-26-205-009

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