## UNOFFICIAL COPYMINE

Doc#: 1026055001 Fee: \$46.25 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 09/17/2010 10:12 AM Pg: 1 of 5

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Of Columns Clarks Office Return To Order # 109773 PowerLink Settlement Services 345 Rouser Road Building 5, 4<sup>th</sup> floor Coraopolis, PA 15108

### LIMITED POWER OF ATTORNEY

Document

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### UNOFFICIAL when Kecorded, Return to: American Home Mortgage Servicing, Inc

Attn: Loss Recovery - POA 1525 S Beltline Rd Coppell, TX 75019

#### POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, THE BANK OF NEW YORK MELLON F/K/A THE BANK OF NEW YORK, having an office at 101 Barclay Street, New York, New York 10286 (the "Bank"), hereby appoints American Home Mortgage Servicing, Inc., as subservicer, to be the Bank's true and lawful Attorneys-in-Fact (the "Attorneys") to act in the name, and on behalf, of the Bank with power to do only the following in connection with that Pooling and Servicing Agreement among Mortgage Asset Securitization Transactions, Inc., (the "Depositor"), UBS Real Estate Securities Inc., (the "Transferor"), Wells Fargo Bank, N.A., (the "Master Servicer" and "Trust Administrator"), and The Bank of New York Mellon f/k/a The Bank of New York, dated as of February 1, 2007 (the "Pooling and Servicing Agreement") on behalf of the Bank:

- The modification or re-recording of a Mortgage or Deed of Trust, where said modification or re-recordings 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.
- The Japordination 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.
- 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 corveyance of title to real estate owned.
  - The completion of loan assumption agreements and modification agreements. 4.
- The full or partial satisfaction/release of a Mortgage or Deed of Trust or full conveyance 5. upon payment and discharge of all sums secured thereby, including without limitation, cancellation of the related Mortgage Note.
- 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 the chy.
- The full assignment of a Mortgage or Deed of Trust upo 1 payment and discharge of all sums secured thereby in conjunction with the refinancing thereof, including, without linit tion, the assignment of the related Mortgage Note.
- With respect to a Mortgage or Deed of Trust, the foreclosure, the taking of a deed in lieu 8. of foreclosure, or the completion of judicial or non-judicial foreclosure or termination, cancellation or recession of termination, cancellation or rescission of any such foreclosure, including, without limitation, any and all of the following acts:
  - the substitution of trustee(s) serving under a Deed of Trust, in accordance with state law and the Deed of Trust;
    - the preparation and issuance of statements of breach or non-performance; b.
    - the preparation and filing of notices of default and/or notices of sale; c.
    - the cancellation/rescission of notices of default and/or notices of sale; d.
    - the taking of a deed in lieu of foreclosure; and e

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## **UNOFFICIAL CO**

IN WITNESS WHEREOF, The Bank of New York Mellon f/k/a The Bank of New York, as Trustee, pursuant to the Pooling and Servicing Agreement relating to TBW Mortgage-Backed Trust 2007-1 and these present to be signed and acknowledged in its name and behalf of Harold P. Fudali its duly elected and authorized Managing Director this 4th day of March 2010.

> The Bank of New York Mellon f/k/a The Bank of New York, not in its individual capacity but solely as trustee as applicable for TBW Mortgage-Backed Trust 2007-1.

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#### ACKNOWLEDGEMENT

STATE OF <u>NEW YORK</u>	§
1.	§
COUNTY OF KINGS	§

Personally appeared before me Harold P. Fudali, known or proved to me to be the same person who executed he foregoing instrument and to be the Managing Director of The Bank of New York Mellon, as Trustee, and acknowledged that they executed the same as their free act and deed and the free act and deed of the Trustee.

Subscr bel and sworn before me this 4th day of March 2010

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County Clerk's Office Notary Public, State of New York No. 01LA6186772 Qualified in Kings County

mission Expires May 12, 2012

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# UNOFFICIAL COPY

The following described real estate situated in the County of Cook, in the State of Illinois, as follows: Lot 1 in Walleck's Subdivision of Lots 25 to 29 inclusive in Nutt and Walleck's Subdivision of the West 1/2 of Lots 1 and 4 in Subdivision of the Southwest 1/4 of Section 7, Township 38 North. Range 14. East of the Third Principal Meridian, in Cook County, Illinois.

20-07-302-040-0000

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