

When recorded, Return to:
American Home Mortgage Servicing, Inc.
Attn: Loss Recovery - POA
1525 S Beltline Rd
Coppell, TX 75019

UNOFFICIAL COPY



LIMITED POWER OF ATTORNEY

Doc#: 1110547000 Fee: \$70.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/15/2011 08:48 AM Pg: 1 of 5

KNOW ALL MEN BY THESE PRESENTS, Citibank, N.A., a national banking association and having its principal place of business at 388 Greenwich Street New York, New York 10013, solely in its capacity as trustee (in such capacity the "Trustee") and not in its individual corporate capacity, hereby constitutes and appoints American Home Mortgage Servicing, Inc. as 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 Agreement solely for the purpose of performing such acts and executing such documents in the name of the Trustee necessary and appropriate to effectuate the following enumerated transactions respect of any of the mortgage loans (the "Loans") These Loans are comprised of Mortgages, Deeds of Trust, Deeds to Secure Debt, Co-ops and other forms of Security Instruments (collectively the "Security Instruments") and the promissory notes secured thereby (the "Mortgage Notes") for which the undersigned is acting as Trustee for the various certificate holders (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 American Home Mortgage Servicing, Inc. is acting as Servicer, included in Exhibit "A" attached hereto and incorporated herein for all intents and purposes.

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 Mortgage or Deed of Trust, where said modification or re-recording is solely for the purpose of correcting the Mortgage or Deed of Trust to conform same to the original intent to the parties thereto or 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 Mortgage or Deed of Trust as insured and (ii) otherwise conforms to the provision of the Agreement.
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 government agency or unit with powers of eminent domain; this section shall include, without limitation, the execution of partial satisfactions/release, partial reconveyances or the execution or requests to trustees to accomplish same.
3. The conveyance of the properties to the mortgage insured, 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 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.

UNOFFICIAL COPY

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 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 Mortgage, Deed of Trust or state law to expeditiously complete said transaction in paragraphs 8.a. through 8.e. above.
9. With respect to the sale of property acquired through a foreclosure or deed-in lieu Foreclosure, including, without limitation, the execution of the following documentation:
 - a) Listing agreement;
 - b) Purchase and sales 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 of personal property.

The undersigned gives to said attorney-in-fact full power and authority to execute such instruments as if the undersigned were personally present, hereby ratifying and confirming all that said attorney-in-fact shall lawfully do or cause to be done by authority hereof. Third parties without actual notice may rely upon the power granted to said attorney-in-fact under this Limited Power of Attorney and may assume that upon the exercise of such power, all conditions precedent to such exercise of power have been satisfied and this Power of Attorney has not been revoked unless an Instrument of Revocation has been recorded.

This limited power of attorney has been executed and is effective as of this 1st day of July 2008 and the same and any subsequent limited power of attorney given to any Subservicer shall terminate on the date that is the earlier of (i) one year from the date hereof and (ii) the occurrence of any of the following events or until revoked in writing by the undersigned provided, that so long as none of the following events below have occurred or continuing, the Trustee shall execute and deliver a replacement power of attorney:

- i. the supervision or termination of AHM Servicing as Master Servicer with respect to the Loans serviced under the Servicing Agreement,

UNOFFICIAL COPY

- ii. the transfer of servicing from AHM Servicing to another Servicer with respect to the Loans serviced under the Servicing Agreement,
- iii. the appointment of a receiver or conservator with respect to the business of the attorney-in-fact or AHM Servicing, or
- iv. the filing of a voluntary or involuntary petition of bankruptcy by the attorney-in-fact, AHM Servicing, or any of their creditors.

Notwithstanding the foregoing, the power and the authority given to said attorney-in-fact or any Subservicer under this Limited Power of Attorney shall be revoked with respect to a particular Servicing Agreement and the Loans subject thereto upon the occurrence of:

- i. the suspension or termination of AHM Servicing as Master Servicer under such Servicing Agreement
- ii. the transfer of servicing under such Servicing Agreement from AHM Servicing to another Servicer.

Nothing contained herein shall be deemed to amend or modify the related Indenture and Servicing Agreement or the respective rights, duties or obligations of the Trustee or AHM Servicing thereunder, and nothing herein shall constitute a waiver of any rights or remedies thereunder.

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 Citibank, N.A. except as specifically provided for herein. If the Servicer receives any notice of suit, litigation or proceeding in the name of Citibank, 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 Mortgages, Deeds of Trust or Mortgage Notes not authorized by the Agreement.

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, suits, costs, expenses or disbursements of any kind of 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 the Trustee under the Agreement.

UNOFFICIAL COPY

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.

This Limited Power of Attorney supersedes all prior powers of attorney given by the undersigned to AHM Servicing for the Loans, and all such powers and the authority granted thereunder are hereby revoked effective as of the date of recording of this Limited Power of Attorney.

American Home Mortgage Servicing, Inc.
as Servicer

Citibank, N.A.
as Trustee


Name: Robert Hardman
WITNESS Vice President


Name: Louis Piscitelli
Title: Vice President


Name: Roberto Clevinger
WITNESS

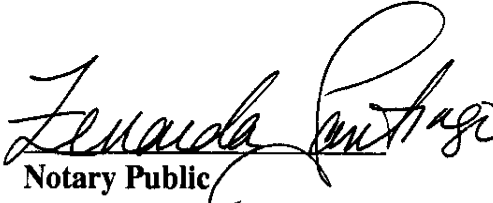

Name: Karen Schuster
Title: Vice President

STATE OF NEW YORK)
)
) SS
COUNTY OF NEW YORK)

On January 5, 2009, before me, a Notary Public in and for said State, personally appeared Louis Piscitelli, known to me to be an Vice President of Citibank, N.A., and Marion O'Connor known to me to be a Vice President of Citibank, N.A a national banking association that executed the within instrument, and also known to me to be the persons who executed said instrument on behalf of such national banking association and acknowledged to me that such national banking association executed the within instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

ZENAIDA SANTIAGO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SA6152564
Qualified in Kings County
Commission Expires September 18, 2010


Notary Public

UNOFFICIAL COPY

EXHIBIT "A"

1. Mortgage Pass Through Certificates Series 2006-4
2. Mortgage Pass Through Certificates Series 2003-S1
3. Mortgage Pass Through Certificates Series 2006-3
4. American Home Mortgage Investment Trust 2004-3
5. Merrill Lynch Mortgage Investors Trust Mortgage Loan Asset Backed Securities Series 2007-HE2
6. GSR Mortgage Loan Trust Series 2006 AR2 Mortgage Pass Through Certificates 2006-AR2
7. Structured Asset Mortgage Investments Ii Trust 2007 – AR1 Mortgage Pass Through Certificates Series 2007-AR1