

Doc#: 1116547004 Fee: \$46.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds
Date: 06/14/2011 08:59 AM Pg: 1 of 6

Prepared by JPMorgan Chase Bank, National Association When recorded return to:

JPMorgan Chase Bank, National Association 7301 Baymeadows Way

Reo Dept. -- FL5-7391

Jacksonville, Fl. 32256

#### LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Deutsche Park National Trust Company, a national banking association organized and existing under the laws of the United States, and having its usual place of business at 1761 East St. Andrew Place, Santa Ana, California, 92705, as Trustee (the "Trustee") pursuant to those certain Pooling and Servicing Agreements referenced on Exhibit A hereto (the "Agreements") by and among the Trustee, Long Beach Mortgage Company (the "Servicer"), and Long Beach Securities Corp. (the "Depositor"), hereby constitutes and appoints JP Morgan Chase Bank, National Association ("JPMortgan Chase"), by and through its 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 JPMorgan Chase pursuant to the Agreements solely for the nurpose of performing 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 or does of trust (the "Mortgages" and the "Deeds of Trust", respectively) and promissory notes secured thereby (the "Mortgage Notes") for which the undersigned is acting as Trustee for various certificateholders (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 JPMorgan Chase is servicing the Mortgage Notes and Mortgages.

This Appointment shall apply only to the following enumerated transactions and nothing herein or in the Agreements 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 of 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 provisions of the Agreements
- 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/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.
- 4. The completion of loar ass imption agreements.
- 5. The full satisfaction/release (1) Mortgage or Deed of Trust or full conveyance upon payment and discharge of all sun's secured thereby, including, without limitation, cancellation of the related Mortgage Note.
- 6. The assignment of any Mortgage or Deci 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 refinal cing 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 forclosure, including, without timi ation, 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 transactions in paragraphs 8.a. through 8.e. above.
- 9. With respect to the sale of property acquired through 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;
- 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 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 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 January 26th, 2011.

This appointment is to be construed and interpreted as a limited power of attorney. The enumeration of specific items, rights, acts or rowers herein is not intended to, nor does it give rise to, and it is not to be construed as a general power of a to ney.

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 JPMorgan Chase the power to initiate or defend any suit, litigation or proceeding in the partie of Deutsche Bank National Trust Company except as specifically provided for herein. If JPMorgan Chase receives any notice of suit, litigation or proceeding in the name of Deutsche Bank National Trust Company then JPMorgan shall promptly forward a copy of same to the Trustee.

This limited power of attorney is not intended to extend the powers granted to JPMorgan Chase under the Agreements or to allow JPMorgan Chase to take any action with respect to Mortgages, Deeds of Trust or Mortgage Notes not authorized by the Agreements.

JPMorgan Chase 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 or nature vit atsoever incurred by reason or result of or in connection with the imprudent or improper exercise by JPMorgan Chase of the powers granted to it hereunder. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the Agreements or the earlier resignation or removal of the Trustee under the Agreements.

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.

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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# **UNOFFICIAL COPY**

IN WITNESS WHEREOF, Deutsche Bank National Trust Company, 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 <u>26th</u> day of January 2011.

Deutsche Bank National Trust Company, as Trustee

By: Me

Name: Mei Nghia
Title: Authorized Signer

Prepared by:

Name: Ann Phung

Witness:

Name: Jenmifer Van Dyne

Witness:

Name: Apriv McNulty

STATE OF CALIFORNIA COUNTY OF ORANGE

On January 26th, 2011, before me, <u>Tuan Quach</u>, a Notary Puolic, personally appeared <u>Mei Nghia</u> who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the 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 or which the person acted, executed the instrument.

I Certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal. (SEAL)

Notary Public, State of California

#### **EXHIBIT A**

Pursuant to those certain Pooling and Servicing Agreements referenced below (the "Agreements") by and among the Trustee, JPMorgan Chase Bank, N.A., as successor in interest to Washington Mutual Bank, formerly known as Long Beach Mortgage Company, as Servicer, and Long Beach Securities Corp, as Depositor.

#### Agreements

### LONG BEACH MORTGAGE LOAN TRUST 2002-5 LONG BEACH MORTGAGE LOAN TRUST 2003-1 LONG BEACH MORTGAGE LOAN TRUST 2003-2 LONG BEACH MORTGAGE LOAN TRUST 2003-3 LONG BEACH MORTGAGE LOAN TRUST 2003-4 LONG BEACH MORTGAGE LOAN TRUST 2004-1 LONG BEACH MORTGAGE LOAN TRUST 2004-2 LONG BEACH MORTGAGE LOAN TRUST 2504-3 LONG BEACH MORTGAGE LOAN TRUST 2004-5 LONG BEACH MORTGAGE LOAN TRUST 2001-4 LONG BEACH MORTGAGE LOAN TRUST 2004-6 LONG BEACH MORTGAGE LOAN TRUST 2005-1 LONG BEACH MORTGAGE LOAN TRUST 2005-2 LONG BEACH MORTGAGE LOAN TRUST 2005-WL1 LONG BEACH MORTGAGE LOAN TRUST 2005-WL2 LONG BEACH MORTGAGE LOAN TRUST 2005-3 LONG BEACH MORTGAGE LOAN TRUST 2005-WL3 LONG BEACH MORTGAGE LOAN TRUST 2006-WL2 LONG BEACH MORTGAGE LOAN TRUST 2006-WL3 LONG BEACH MORTGAGE LOAN TRUST 2006-WL1 LONG BEACH MORTGAGE LOAN TRUST 2006-1 LONG BEACH MORTGAGE LOAN TRUST 2006-2 LONG BEACH MORTGAGE LOAN TRUST 2006-3 LONG BEACH MORTGAGE LOAN TRUST 2006-A LONG BEACH MORTGAGE LOAN TRUST 2006-4 LONG BEACH MORTGAGE LOAN TRUST 2006-5 LONG BEACH MORTGAGE LOAN TRUST 2006-6 LONG BEACH MORTGAGE LOAN TRUST 2006-7 LONG BEACH MORTGAGE LOAN TRUST 2006-8 LONG BEACH MORTGAGE LOAN TRUST 2006-9

LONG BEACH MORTGAGE LOAN TRUST 2006-10

LONG BEACH MORTGAGE LOAN TRUST 2006-11

#### Dated

November 1, 2002 February 1, 2003 April 1, 2003 June1, 2003 July 1, 2003 February 1, 2004 May 1, 2004 June 1, 2004 August 1, 2004 September 1, 2004 October 1, 2004 January 1, 2005 April 1, 2005 July 1, 2005 August 1, 2005 September 1, 2005 November 1, 2005 January 1, 2006 January 1, 2006 January 1, 2006 February 1, 2006 March 1, 2006 April 1, 2006 May 1, 2006 May 1, 2006 June 1, 2006 July 1, 2006 August 1, 2006 September 1, 2006 October 1, 2006 November 1, 2006 December 1, 2006

Exhibit "A"
Legal Description

Tax Parcel 10: 17-22-301-068-1122

ALL THAT CERTAIN PARCEL OF LAND SITUATED IN COOK COUNTY, STATE OF ILLINOIS, BEING KNOWN AND DESIGNATED AS FOLLOWS:

UNIT 718 IN THE 1620 S. MICHIGAN CONDOMINIUMS, AS DELINEATED ON A

SURVEY OF THE FOLLOWING DESCRIBED PROPERTY:

PARCEL 1: THE NORTH 25.00 FEET OF LOT 3 IN BLOCK 3 IN CLARKE'S ADDITION TO CHICAGO OF PART OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 22, TOWN'S HIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF LOT 3 IN BLOCK 3 IN CLARKE'S ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS

FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF MICHIGAN AVENUE, 25.00 FEET SOUTH OF THE NORTH LINF OF SAID LOT 3; THENCE SOUTH ALONG THE WEST LINE OF MICHIGAN AVENUE TO THE SOUTH LINE OF LOT 3; THENCE NORTH ALONG THE WEST LINE OF SAID LOT TO A POINT 25.00 FEET SOUTH OF THE NORTH LINE OF SAID LOT 3 TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 3: ALL OF LOT 4 AND THAT PART OF LOT 5 LYING NORTH OF THE SOUTH 50.65 FEET OF SAID LOT 5 IN BLOCK 3 IN CLARKE'S ADDITION TO CHICAGO, IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN

COOK COUNTY, ILLINOIS.

PARCEL 4: THE NORTH 28.15 FEET OF THE SOUTH 50.65 FEET OF LOT 5 IN BLOCK 3 IN CLARKE'S ADDITION TO CHICAGO IN THE SOUTH. WEST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5: LOT 6 IN BLOCK 3 IN CLARKE'S ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 39 NOP FH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PARCEL 6: THE NORTH 3 FEET OF LOT 31 IN DEXTER SUBDIVISION OF BLOCK 4 IN THE ASSESSOR'S DIVISION OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 22 AFORESAID, IN COOK COUNTY, ILLINOIS.

PARCEL 7: THE SOUTH 22 1/2 FEET OF LOT 5 IN BLOCK 3 IN CLARKE'S ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 22 AFORESAID,

ALL IN COOK COUNTY, ILLINOIS.

PARCEL 8: THE SOUTH 22 FEET OF LOT 31 AND THE NORTH 1.5 FEET OF LOT 30 IN S.N. DEXTER'S SUBDIVISION OF BLOCK 4 OF ASSESSOR'S DIVISION OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0621539044, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.