### **UNOFFICIAL COPY**

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Doc#: 1124447000 Fee: \$46.25 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 09/01/2011 08:47 AM Pg: 1 of 5

RECORDING PEQUESTED BY

& AFTER RECORDING RETURN TO: PROPERTY OF THE PROPERTY

Litton Loan Servic' ig LP 4828 Loop Central Dr've Houston, Texas 77081 Attention: Alison S. Walas Prepared By:

#### LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that HSBC Bank USA, National Association, having its principal place of business at 452 Fifth Avenue, New York, New York 10018, as Trustee (the "Trustee") pursuant to that Poolii g and Servicing Agreement among ACE Securities Corp. (the "Depositor"), Wells Fargo Bank, Netional Association, as Master Servicer and Securities Administrator, Litton Loan Servicing LP as the Servicer (the "Servicer") and the Trustee, dated as of October 1, 2005 (the "Pooling and Servicing Agreement"), hereby constitutes and appoints the 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 Service pursuant to the Pooling and Servicing Agreement for the purpose of performing all acts and executing all documents in the name of the Trustee as may be customarily and reasonably necessary and appropriate to effectuate the following enumerated transactions in respect of any of the martrages or deeds of trust (the "Mortgages" and the "Deeds of Trust", respectively) and promissor 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 the Servicer is acting as servicer, all subject to the terms of the Pooling and Servicing Agreement.

This appointment shall apply to the following enumerated transactions only:

1. 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, or to effect loss mitigation efforts in compliance with any government sponsored program or prudent servicing practice, and in all instances, which said modification or re-recording does not adversely affect the lien of the Mortgage or Deed of Trust as insured.

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- 2. The subordination of the lien of a Mortgage or Deed of Trust to an easement in favor of a public utility company or 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 of requests to trustees to accomplish same, or the subordination of the lien of a Mortgage or Deed of Trust to a lease of said property for oil or mineral development where (1) such lease does not adversely affect the lien of the Mortgage or Deed of Trust as insured (2) such lease is customary in the area and (3) exercise of such lease will not have a material effect on the value of the property, prevent the use of the property as a residence, or expose the residents to serious health or safety hazards.
- 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 loan assumption agreements.
- 5. The full satisfaction/release of a Mortgage or Deed of Trust or full conveyance upon discharge by payment or other satisfaction 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 Deco 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 Mortgag: Note.
- 8. With respect to a Mortgage or Deed of Trust, the foreclesure, the acceptance of a short sale agreement, 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, or sale, 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 a deed in lieu of foreclosure or the acceptance of a short sale agreement; 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 Agreement, Mortgage, Deed of Trust or state law to expeditiously complete said transactions in paragraphs 8.a. through 8.e., above.

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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 lawfully do or cause to be done by authority hereof.

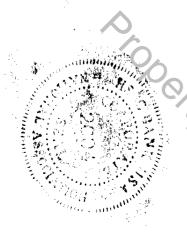
Third parties without actual notice may rely upon the exercise of the power granted under this Limited Power of attorney; and may be satisfied that this Limited Power of Attorney shall all n writh.

Of Cook County Clerk's Office 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, HSBC BANK, USA, NATIONAL ASSOCIATION, as Trustee pursuant to that Pooling and Servicing Agreement among the Depositor, Wells Fargo Bank, National Association, Litton Loan Servicing LP and the Trustee, dated as of October 1, 2005 (ACE Securities Corp. Home Equity Loan Trust, Series 2005-AG1 Asset Backed Pass-Through Certificates), has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by Susie Moy its duly elected and authorized Vice President this 15th day of May, 2009.



**HSBC** BANK, USA. NATIONAL ASSOCIATION, as Trustee for the ACE Securities Corp. Home Equity Loan Trust, Series 2005-AG1, Asset Backed Pass-Through Certificates

Name: Susie Moy

Title: Vice President

Witness:

Ellens Elena Zheng

Name: Title:

Assistant Vice President

Witness:

Name.

Nancy Luong

Title:

Corporate Trust Specialist

STATE OF New York

COUNTY OF Kings

On May 15, 2009, before me, the undersigned, a Notary Public in and for said state, personally appeared Susie Moy, Vice President of HSBC BANK, USA, NATIONAL ASSOCIATION, as Trustee for the ACE Securities Corp. Home Equity Loan Trust, Series 2005-AG1 Asset Backed Pass-Through Certificates, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed that same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted and executed the instrument.

WITESS my hand and official seal.

(SEAL)

Notary Public State of

DUCIS WORG

DORIS No. 011/4/C6166 Notary Public, State of Notary Public, State of from you Qualified in Kings County My Commission Expires 08/07/2014

08/07/2010

Inv. 404 – ACE 2005-AG1

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# **UNOFFICIAL COPY**

#### Exhibit "A" **Legal Description**

All that certain parcel of land situate in the County of Cook and State of Illinois being known as Lot 33 in the Hulbert Fullerton Avenue Highlands Subdivision Number 22, being a subdivision in the Northwest 1/4 of Section 28, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois. The 13-2c Droperty of Cook County Clark's Office

Tax ID: 13-28-130-007

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