REGISTER OF DEEDS

**DOCUMENT #** 4573942

07/16/2009 11:54 AM

Trans. Fee: Exempt #:

Rec. Fee: 19.00

Pages: 5

RECORDING REQUESTED \ BY &

AFTER RECORDING RETURN TO: ( PC PUTCE by

LITTON LOAN SERVICING LP 1828 Loop Central Drive Houston, Texas 77081

Attention: Alisen S. Walas

Prepared By: Vunc

Instrument: 2009080700163 Book and Page: GI 8993 91 MISC RECORDING FEE \$25.00

DATA PROCESSING FEE \$27.00 Total Fees:

User: HCDC\STaylor Date: 8/7/2009 Time: 12:21:19 PM

1201257111 Fee: \$74.00

Eugene "Gene" Moore RHSP Fee:\$10.0

Cook County Recorder of Deeds Date: 01/12/2012 09:10 AM Pg: 1 of 6

> Contact: Fam Hurst, Register Hamilton County, Tennessee

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE FRESENTS, that Deutsche Bank National Trust a national banking association, incorporated Company, existing under the laws of the United States, and having its principal place of business at 1761 East St. Andrew Place, Santa Ana, California, 92705, as Trustee pursuant to that Pooling and Servicing Agreement dated as of April 1, 2004(the "Agreement") by and between Argent Securities Inc. (the "Depositor"), Deutsche Bank National Trust Company and Ameriquest Mortgage Company (the "Servicer"), hereby constitutes and appoints Litton Servicing LP (the "Special Sub-Service:") pursuant to that Special Sub-Servicing Agreement dated as of March 30, 2006(the "Special Sub-Servicing Agreement") by and between Ameriquest Mortgage Company (either individually or together with AMC Mortgage Services, Inc., the "Master Servicer") and Litton Loan Servicing LP (the "Special Sub-Servicer" and "Litton"), by and through the Special Sub-Servicer's officers, the Trustee's true and lawful Attorney-in-Fact, in the Trustee's name, place and stend and for the Trustee's benefit, in connection with all mortgage loans serviced by the Special Sub-Servicer pursuant to the Agreement solely for the purpose of performing such acts and executing such locuments in the name of the Trustee 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 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 Special Sub-Servicer is acting as the Servicer.

File: Preferred 1350/ 1/2

## **UNOFFICIAL COPY**

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 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 Agreement.
- The sucordination 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 on the execution or requests to trustees to accomplish same
- 3. The conveyance of tre 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 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 trereby 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 fultion of truster(s) Pserving 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 June 6, 2008.

This appointment is to be constructed 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.

This limited power of attorney is not intended to extend the powers granted to the Special Sub-Servicer under the Agreement or to allow the Special Sub-Servicer to take any action with respect to Mortgages, Deeds of Trust or Mortgage Notes not authorized by the Agreement.

The Special Sub-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 or nature whatsoever incurred by reason or result of or in connection with the exercise by the Special Sub-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.

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.

Frust Company, IN WITNESS WA Trustee for Asset Backed Pass-Through Certificates, Series 2004-N5 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 6th day of June, 2008.

> Deutsche Bank National Trust Company, as Trustee for Argent Asset Backed Pass-Through Certificates, Series 2004-W5

> > By:

Title: Author'ized Signer

Vishal (Karingada Title: Trust Admihistrator

Name: David Johrson

Title: Trust Administrator

Acknowledged and Agreed Litton Loan Servicing LP

Name:

Title:

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STATE OF CALIFORNIA COUNTY OF ORANGE

Property Ox Collins Co On June 6, 2008, before me, the undersigned, a Notary Public in and for said state, personally appeared Manuel Rivas of Deutsche Bank National Trust Company, as Trustee for Argent Asset Backed Pass-Through Certificates, Series 2004-W5, 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 he executed that same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted and 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)

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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 24 in Trustees Resubdivision of Block 4 in Kimbark and Hubbard's Subdivision of the South ½ of Section 26, Township 39 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Dropperty of Cook County Clerk's Office Tax ID: 15-26-413-053