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October 27, 2010 10:13:05 AM
Rec: \$15.00 Cnty Tax: \$0.00

2010073660
Book: DE 2379

P/ATTY
4 PGS
Page: 5177-5180

FILED IN GREENVILLE COUNTY, SC

When recorded return to:
Lien Release Department
Resurgent Mortgage Servicing
15 South Main Street, Suite 700
Greenville, South Carolina 29601

CT198783SLPZ01230465A

Record and return to:

Stuart M. Kessler, 325 N. Arlington Heights Rd, Suite 505
Arlington Heights, IL 60004

LIMITED POWER OF ATTORNEY

This Limited Power of Attorney is made in connection with that certain Servicing Agreement, dated as of April 13, 2010 by and among Five Mile Capital II Pooling International LLC ("International Pooling" or "Owner"), Five Mile Capital II Equity Pooling LLC ("Equity Pooling" or "Owner") and Five Mile Capital II Residential Pooling LLC ("Residential Pooling" or "Owner", and together with Equity Pooling and International Pooling, "Five Mile") and REO Acquisition Vehicle LLC and any statutory trust organized under the laws of the State of Delaware that becomes a party thereto pursuant to a Joinder Agreement (each, a "Trust" and collectively, the "Trusts" or "Owner"), and Resurgent Capital Services, LP, d/b/a Resurgent Mortgage Servicing (the "Servicer").

Owner hereby makes, constitutes and appoints Servicer for Owner's benefit and in Owner's name, place, and stead, Owner's true and lawful attorney-in-fact, with full power of substitution, to act, only with respect to any of the matters described in Exhibit A hereto, in any manner necessary and proper to exercise the servicing and administrative powers set forth in the Servicing Agreement. This appointment shall not be assigned to any third party by Servicer without the written prior consent of Owner. Unless sooner revoked by the Owner, this Limited Power of Attorney shall survive for a period not to exceed one (1) year past the date herein.

Nothing herein shall give any attorney-in-fact the rights or powers to negotiate or settle any suit, counterclaim or action against Owner. If the Servicer receives any notice of suit, litigation or proceeding in the name of the Owner, then the Servicer shall promptly forward a copy of same to the Owner.

Except as otherwise permitted in Exhibit A hereto, nothing herein shall give any attorney-in-fact the rights or powers to execute any deed or similar instrument conveying or transferring title in and to any real property.

Owner will not be responsible for inspection of any items being executed pursuant to this Limited Power of Attorney and as such, is relying upon the Servicer to undertake whatever procedures may be necessary to confirm the accuracy of such items.

Any third party may rely upon presentation of an original counterpart of this Limited Power of Attorney, or a copy of this Limited Power of Attorney, as confirmation that Owner has not revoked this Limited Power of Attorney or the limited powers granted to Servicer hereunder. Any third party may rely upon a copy of this Limited Power of Attorney, to the same extent as if it were original, and shall be entitled to rely on a writing signed by the Servicer to establish conclusively the identity of a particular right, power, capacity, asset, liability, obligation, property, loan or commitment of Servicer for all purposes of this Limited Power of Attorney.

Servicer shall not be obligated to furnish bond or other security in connection with its actions hereunder. The Servicer hereby agrees to indemnify and hold Owner and its directors, officers, employee 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 Servicer of the powers granted to it hereunder. The foregoing indemnity shall be in addition to and not in lieu of any indemnity or other

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SC Y
INTOX ff

Doc#: 1224041015 Fee: \$68.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/27/2012 09:58 AM Pg: 1 of 4

Initial SK Date 10/25/2010

DATE JUN 27 2012
CERTIFIED TO BE A TRUE AND CORRECT COPY
OF DOCUMENT ON FILE IN THIS OFFICE

Tonielly L. Hamann
REGISTER OF DEEDS, GREENVILLE COUNTY

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right(s) Owner may have in the Servicing Agreement, at law or in equity, and survive the termination of this Limited Power of Attorney and the Agreement.

Owner authorizes Servicer, by and through any of its directors or officers, or any other employee who is duly authorized by Servicer to certify, deliver and/or record copies and originals of this Limited Power of Attorney. Servicer's employees executing such documents in the name of Owner necessary to properly service and administer mortgage loans must hold the office of Assistant Vice President or higher.

If any provisions of this Limited Power of Attorney shall be held invalid, illegal, or unenforceable, the validity, legality or enforceability of the other provisions hereof shall not be affected thereby. This Limited Power of Attorney is entered into and shall be governed by and construed by the laws of the State of New York without regard to conflicts of law principles of such state (except for Section 5-1401 of the New York General Obligations Law which shall govern).

Capitalized terms used, but not defined, herein shall have the meanings assigned thereto in the Servicing Agreement.

[signature page follows]

Initial




Date 10/25/2010

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IN WITNESS WHEREOF, Owner, has caused these presents to be signed and acknowledged in its name and behalf by a duly elected and authorized signatory this 25th day of October, 2010.

FIVE MILE CAPITAL II POOLING
INTERNATIONAL LLC
By: Five Mile Capital Partners LLC, as
Manager

By: 
Name: Thomas A Kendall
Title: Managing Member

REO ACQUISITION VEHICLE LLC

By: 
Name: Thomas A Kendall
Title: Vice President

STATE OF Connecticut
COUNTY OF Fairfield


On October 25, 2010 before me, the undersigned, a Notary Public in and for said State, personally appeared before me Thomas A Kendall, Authorized Signatory of Owner, personally known to me 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.

WITNESS my hand and official seal.

[NOTARY SEAL]



CAROL SEBASTIAN
NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 31, 2013

Initial  Date 10/25/2010

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Exhibit A**List of Permitted/Authorized Action for Limited Power of Attorney**

(a) to endorse, negotiate, deliver and deposit (into the account(s) specified in the Servicing Agreement) any check, draft, money order or other form of payment instrument payable to Owner and tendered as payment on or proceeds from any Mortgage Loan or REO Property;

(b) to endorse, execute, seal, acknowledge, deliver, file and /or record (including with the appropriate public officials) the following:

1. any documents or instruments (i) to endorse any promissory note for any Mortgage Loan to Servicer or its successors or assigns, (ii) to deliver assignments of mortgage or other security instruments related to any Mortgage Loan and supporting documents as may be necessary or appropriate to effect such assignment, (iii) to maintain and protect the validity, priority or value of the lien and security interest created by any mortgage on the related mortgaged property, REO Property, and any other security instrument for any Mortgage Loan or REO Property, including without limitation the notification of any property tax authorities and any casualty, property or mortgage insurers, (iv) to represent the interests of Owner with respect to any Mortgage Loan in connection with the default, collection, liquidation or foreclosure of any Mortgage Loan and the related mortgaged property or REO Property, the bankruptcy of the related mortgagor or any lawsuit or legal proceeding involving the Mortgage Loan or REO Property, (v) to appoint any successor or substitute trustee under a deed of trust mortgage, and (vi) to provide notice to any mortgagor of the transfer of the servicing of any Mortgage Loan, including any goodbye letters;

2. any modifications, waivers, assumptions, amendments or agreements for subordination or forbearance of any mortgage, promissory note or any other documents related to any Mortgage Loan or REO Property;

3. any instrument of satisfaction or cancellation, or of partial or full release or discharge, and all other comparable instruments with respect to any mortgage or any related mortgaged property or REO Property for any Mortgage Loan; and,

4. to institute and pursue foreclosure proceedings or obtain a deed in lieu of foreclosure so as to effect ownership of any related mortgaged property or REO Property in the name or on behalf of Servicer or its successors and assigns, to manage, maintain, sell and otherwise liquidate any resulting REO Property, and to endorse, execute, seal, acknowledge, deliver, file, and/or record (including with the appropriate public officials) any deed, certificate of foreclosure sale and collateral assignment for the ownership of any REO Property and any mortgage or any other security instrument for the pledge of any REO Property.

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Timothy J. Conway

Initial TC

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