Doc#: 1307815034 Fee: \$80.00 RHSP Fee: \$10.00 Affidavit Fee:

Karen A. Yarbrough

Cook County Recorder of Deeds

When Recorded M Date: 03/19/2013 10:54 AM Pg: 1 of 7

Financial Dimensions, Inc. 1400 Lebanon Church Road

Pittsburgh, PA 15236 8/9/46-2

Image ID: 000008125532 Type: OFF Recorded: 05/14/2012 at 12:29:29 PM

Recorded: 05/14/2012 at 12 Fee Amt: \$60.00 Page 1 of Workflow# 0000133264-0010 Butler County, Ohio Dan Crank COUNTY RECORDER File# 2012-00022282

вк 8446 рс 1887

16x 2085

LIMITED POWER OF ATTORNEY

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KNOW ALL MEN BY THESE PRESENTS, that Deutsche Bank National Trust Company f/k/a Bankers Tust Company of California, N.A., 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 the (i) Pooling and Servicing Agreements listed or, Emiliit A, and pursuant to the (ii) Resignation, Assumption and Consent Agreements listed on Exhibit B (cr. ectively referred to herein as the "Agreements") hereby constitutes and appoints Ocwen Loan Servicing LLC, as Servicer (the "Servicer" or "Ocwen Loan Servicing LLC") 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 beneff, in connection with all mortgage loans serviced by the Servicer pursuant to the Agreements 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 in respect of any of the mortgages or deads of trust (the "Mortgages" and the "Deeds of Trust" respectively) and promissory notes secured 'nereby (the "Mortgage Notes") for which the undersigned is acting as Trustee for various certificate holders (vineth )r the undersigned is named therein as mortgagee or beneficiary or has become mortgagee by virt, e of endorsement of the Mortgage Note secured by any such Mortgage or Deed of Trust) and for which Ocwe ( Lo an Servicing LLC is acting as the Servicer.

This Appointment shall apply only to the folic ring enumerated transactions and nothing herein or in the Agreements shall be construed to the contra y:

- 1. The modification or re-recording or a Moltgage 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 periods 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 after at the lien of the Mortgage or Deed of Trust as insured and (ii) otherwise conforms to the provisions of the Agreements.
- 2. The subordination of the lien of a Mortgage or Deed of "rust to an easement in favor of a public utility company of a government agency or unit with portion of panier can be a section shall include, without limitation, the execution of panier can be a sections/releases, partial reconveyances or the execution or requests to trustees to execution same.
- The conveyance of the properties to the mortgage insurer, or the clot ing of the title to the
  property to be acquired as real estate owned, or conveyance of title to real estate owned.

When Recorded Return To: Ocwen Loan Servicing LLC. Contract Management 1661 Worthington Road #100 West Palm Beach, FL 33409

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# OFFICIAL C

- The completion of loan assumption agreements. 4.
- 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.
- The assignment of any Mortgage or Deed of Trust and the related Mortgage Note, in 6. connection with the repurchase of the mortgage loan secured and evidenced thereby.
- The full assignment of a Mortgage or Deed of Trust upon payment and discharge of all 7. sums secured thereby in conjunction with the refinancing thereof, including, without limitation, the assignment of the related Mortgage Note.
- 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:
  - the substitution of trustee(s) serving under a Deed of Trust, in accordance with state law and the Deed of Trust;
  - 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;
  - the car celletion/rescission of notices of default and/or notices of sale; d.
  - the taking or oned in lieu of foreclosure; and e.
  - 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 consired through a foreclosure or deed-in lieu of foreclosure, including, without limitation, the execution of the following documentation:
  - listing agreements; a.
  - purchase and sale agreements; b.
  - grant/warranty/quit claim deeds or any other dead causing the transfer of title of C. the property to a party contracted to purchase same;
  - d. escrow instructions; and
  - any and all documents necessary to effect the transfer of propon,
- The modification or amendment of escrow agreements established for repairs to the 10. mortgaged property or reserves for replacement of personal property.

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## CFN # 109668246, ON OFFICIAL COPY

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 **August 26**, 2010.

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 Deutsche Bank National Trust Company except as poecifically provided for herein. If the Servicer receives any notice of suit, litigation or proceeding in the name of Deutsche Bank National Trust Company or Bankers Trust Company of California, N.A., then the Servicer shall promptly forward a copy of same to the Trustee.

The ",p" ed power of attorney is not intended to extend the powers granted to the Servicer under the Agreuner ts or to allow the Servicer to take any action with respect to Mortgages, Deeds of Trust or Mortgage (30) as not authorized by the Agreements.

The Servicer heraby 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, corpenses 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 starvive the termination of this Limited Power of Attorney and the Agreement or the earlier resignation or removal of the Trustee under the Agreements.

This Limited Power of Attorney is entened 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.

IN WITNESS WHEREOF, Deutsche Bank National Trus Company, as Trustee under the Agreements has caused its corporate seal to be hereto affixed and these prevents to be signed and acknowledged in its name and behalf by a duly elected and authorized signator, this 20 day of August 2010.

Deutsche Bank National Trust Company, Comerly known as Bankers Trust Company of California, N.A., as Truste 3

By:

Mame: Jennifer Van Dyne Title: Associate

Witness:

Mithorn

SHANN YMAN

Yan Indian

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Acknowledged and Agreed

Name: Scott W Anderson Title: Executive Vice President

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STATE OF CALIFORNIA COUNTY OF ORANGE

On August 26, 2010, before me, Ann Phung, Notary Public, personally appeared Jennifer Van Dyne, who prov to 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 sign at ve on the instrument the person, or the entity upon behalf of which the person acted,

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

Notary Public, State of California

**ANN PHUNG** Commission # 1863282 Notery Public - California Sunt Clart's Office Grange County

02867.001 #92035

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### CFN # 109668246, ONBY OFFICIAL OF COPY

#### **EXHIBIT A**

Ixis Real Estate Capital Trust 2005-HE3 Mortgage Pass Through Certificates, Series 2005-HE3

Ixis Real Estate Capital Trust 2005-HE4 Mortgage Pass Through Certificates, Series 2005-HE4

Morgan Stanley Ixis Real Estate Capital Trust 2006-1 Mortgage Pass Through Certificates, Series 2006-1

Morgan Stanley Ixis Real Estate Capital Trust 2006-2 Mortgage Pass Through Certificates, Series 2006-2

ixis Real Estate Capital Trust 2006-HE-1 Mortgage Pass Through Certificates, Series 2005-HE-1

Ixis Feal Estate Capital Trust 2006-HE-2 Mortgage Pass Through Certificates, Series 2006-HE-2

txis Real Esta'e Capital Trust 2006-HE-3 Mortgage Pass Through Certificates, Series 2006-HE-3

Ixis Real Estate Capital Flust 2007-HE-1 Mortgage Pass Through Certificates, Series 2007-HE-1

Morgan Stanley ABS Capital Linc. Trust 2006-HE8 Mortgage Pass-through Certificates, Series 2006-HE8

Morgan Stanley ABS Capital I Inc. Trust 2007-HE2 Mortgage Pass-through Certificates, Series 2007-HE2

Morgan Stanley ABS Capital I Inc. Trust 2007-I E3 Mortgage Pass-through Certificates, Series 2007-HE3

Morgan Stanley ABS Capital I Inc. Trust 2007-NC1 Mortgage Pass-through Certificates, Series 2007-NC1

Morgan Stanley ABS Capital I Inc. Trust 2007-NC2 Mortgage Pass-through Certificates, Series 2007-NC2

Morgan Stanley Structured Trust I 2007-1 Asset-Backed Certificates, 2007-2. Saxon Asset Securities Trust 2007-2 Mortgage Loan Asset Backed Certificates, Series 2007-2

Natixis Real Estate Capital Trust 2007-HE Mortgage Pass-Through Certificates, Ser. 38 2007-HE2

NovaStar Mortgage Funding Trust, Series 2006-5 NovaStar Home Equity Loan Asset-Backed Certificates, Series 2006-5 Image ID: 000008125536 Type: 0FF file# 2012-00022282 BK 8446 PG 1891

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### CFN # 109668246, PBKOFFICIAL COPY

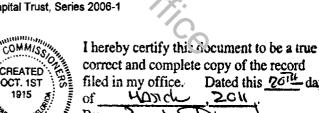
#### **EXHIBIT B**

This Resignation, Assumption and Consent Agreement, dated as of April 16, 2010 ("Agreement"), is entered into among Saxon Mortgage Services, Inc., a Texas corporation ("Seller"), Ocwen Loan Servicing, LLC, a Delaware limited liability company ("Purchaser") and Deutsche Bank National Trust Company, a national banking association, not in its individual capacity, but solely as trustee ("Deutsche Bank" or "Trustee") with respect to each of the following trusts (the "Trusts" or, individually, the "Saxon Trust" and the "Novastar Trust", respectively): Saxon Asset Securities Trust Series 2007-2 and NovaStar Mortgage Funding Trust, Series 2006-5

Inis Resignation, Assumption and Consent Agreement, dated as of April 16, 2010 ("Agreement"), is entered into among Saxon Mortgage Services, Inc., a Texas corporation ("Sellur"), Oowen Loan Servicing, LLC, a Delaware limited liability company ("Purchaser") and Deutricht Bank National Trust Company, a national banking association, not in its individual capacity (su' solely as trustee ("Trustee") with respect to each of the following trusts (the "Trusts"). (N.S. Real Estate Capital Trust, Series 2005-4; Morgan Stanley ABS Capital I Inc. Trust, Series 2007-HE2; Morgan Stanley ABS Capital I Inc. Trust, Series 2007-NC1; Morgan Stanley ABS Capital I Inc. Trust, Series 2007-NC1; Morgan Stanley ABS Capital I Inc. Trust, Series 2006-2

This Resignation, Assumption and Consent Agreement, dated as of April 16, 2010 ("Agreement"), is entered into among Saxon Mortgage Services, Inc., a Texas corporation ("Seller"), Ocwen Loan Servicing Lind a Delaware limited liability company ("Purchaser"), The Bank of New York Mellon, successor to Among Chase Bank, National Association, a New York banking organization (not in its individual capacity, but solely as master servicer, backup servicer and securities administrator, "BNY Melicin"), as master servicer, backup servicer and securities administrator and Deutsche Bank National Trust Company, a national banking association, not in its individual capacity, but so ely as trustee ("Trustee") with respect to each of the following trusts (the "Trusts"): IXIS Real Estate Capital Trust, Series 2006-HE2; IXIS Real Estate Capital Trust, Series 2006-HE3; and IXIS Real Estate Capital Trust, Series 2005-HE3

This Resignation, Assumption and Consent Agreement, decied as of April 16, 2010 ("Agreement"), is entered into among Saxon Mortgage Services (no., a Texas corporation ("Seller"), Ocwen Loan Servicing, LLC, a Delaware limited liability company ("Purchaser"), Wells Fargo Bank, National Association, a national banking association, as master servicer and securities administrator (in such capacities, "Wells Fargo") and Deutsche San't National Trust Company, a national banking association, not in its individual capacity, but a rely as trustee ("Trustee") with respect to each of the following trusts (the "Trusts"): Natixis Real Estate Capital Trust, Series 2007-HE2; IXIS Real Estate Capital Trust, Series 2007-HE3; Morgan Stanley ABS Capital I Inc. Trust, Series 2007-NC2; Morgan Stanley ABS Capital I Inc. Trust, Series 2007-1; and Morgan Stanley IXIS Real Estate Capital Trust, Series 2006-1



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### EXHIBIT "A"

#### **LEGAL EXHIBIT:**

LOT 66 IN WINONA TERRACE SUBDIVISION, BEING A SUBDIVISION IN SECTION 14, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CALUMET RIVER AND SOUTH OF THE RIGHT OF WAY OF THE PITTSBURGH, CINCINNATI AND ST. LOUIS RAILROAD, IN COOK COUNTY, ILLINOIS.

Commonly known as: 1265 PRINCE DRIVE, SOUTH HOLLAND, IL

Tax ID #: 29-14-213 026-0000