

Return to: (enclose)

Name:

Address:



Doc#: 1332922044 Fee: \$80.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 11/25/2013 10:15 AM Pg: 1 of 7

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CFN 20130120826
OR BK 25872 PG 0627
RECORDED 03/14/2013 15:41:01
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0627 - 633; (7pgs)

When Recorded, Return to:
Homeward Residential, Inc.
Attn: Collateral-POA
1335 S. Belt Line Road
Coppell, TX 75019
LIMITED POWER OF ATTORNEY

FOR FILING OFFICER
Pd. \$ 89.00 Rec. fee \$ 00.00 Tax
Date Filed 1-25-13 Time 1:45P
Tim York, Clerk
By N Moore D.C.

KNOW ALL MEN BY THESE PRESENTS, that Deutsche Bank 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 that Pooling and Servicing Agreement (the "Agreements") listed on the attached Exhibit-A hereby constitutes and appoints the Homeward Residential, Inc. formerly known as American Home Mortgage Servicing, Inc. as successor to Citi Residential Lending Inc. as successor to Ameriquest Mortgage Company, as Master Servicer and Servicer (the "Servicer"), 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 Servicer pursuant to the Agreement 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 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 Homeward Residential, Inc. f/k/a American Home Mortgage Servicing, Inc. as successor to Citi Residential Lending Inc. as successor to Ameriquest Mortgage Company is acting as the Servicer.

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.
2. 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 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.

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7. The full assignment of a Mortgage or Deed 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 Mortgage Note.

8. With respect to a Mortgage or Deed of Trust and the property or properties encumbered thereby, the taking of a deed in lieu of foreclosure, or the initiation, prosecution and completion of judicial or non-judicial foreclosure or the termination, cancellation or rescission of any such foreclosure, the initiation, prosecution and completion of eviction actions or proceedings, or the termination, cancellation or rescission of any such eviction actions or proceedings, 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 deed in lieu of foreclosure;
 - f. the preparation and service of notices to quit and all other documents necessary to initiate, prosecute and complete evictions actions or proceedings; and
 - g. 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.

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 13, 2012.

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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 Agreement, 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 specifically 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, then the Servicer shall promptly forward a copy of same to the Trustee.

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

The 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 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.

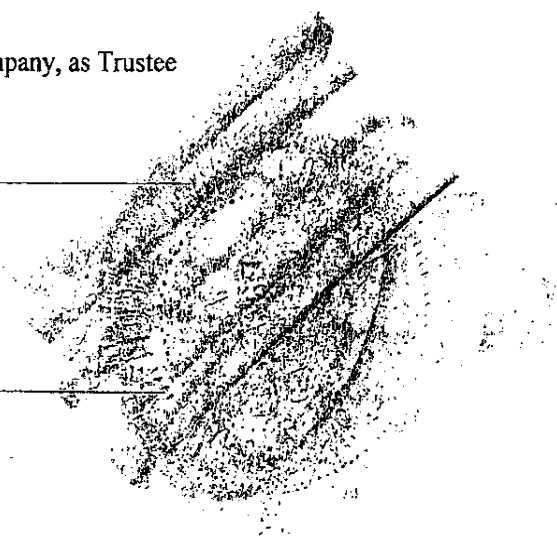
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IN WITNESS WHEREOF, Deutsche Bank National Trust Company, as Trustee has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by a duly elected and authorized signatory this 13th day of June 2012.

Deutsche Bank National Trust Company, as Trustee

By: [Signature]
Name: Ronaldo Reyes
Title: Vice President

Prepared by: [Signature]
Name: Imelda Santos



Witness:

[Signature]
Jenny Pizamil

Witness:

[Signature]
Ann Phung

STATE OF KENTUCKY, COUNTY OF MARSHALL
I, Tim York, Clerk of the County Court for the County and State
aforesaid, certify that the foregoing Purokatty was on the
25 day of Jan, 2013 at 1:45 o'clock P.M., lodged for
record, whereupon the same, the foregoing and this certificate have
duly recorded in my said office in Enc Book 139 Page 481.
Given under my hand this 28 day of Jan, 2013.
Tim York, CLERK
BY Wally Moore D.C.

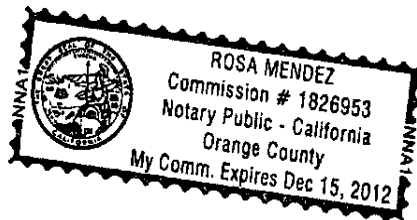
State of California
County of Orange

On June 13, 2012 before me, Rosa Mendez a Notary Public in and for said state, personally appeared Ronaldo Reyes, 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 the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of 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.

[Signature]
Notary signature



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EXHIBIT -A

- 4042 1. Ameriquest Mortgage Securities Inc., Asset-Backed Certificates, Series 2001-A
- 4046 2. Ameriquest Mortgage Securities Inc., Asset-Backed Certificates, Series 2002-A
- 4308 3. Ameriquest Mortgage Securities Inc., Quest Trust 2002-X1, Asset Backed Certificates, Series 2002-X1.
- 4048 4. Ameriquest Mortgage Securities Inc., Asset-Backed Certificates, Series 2002-B
- 4047 5. Ameriquest Mortgage Securities Inc., Asset-Backed Pass-Through Certificates, Series 2002-AR1
- 4049 6. Ameriquest Mortgage Securities Inc., Asset-Backed Pass-Through Certificates Series 2002-C
- 4043 7. Ameriquest Mortgage Securities Inc., Asset-Backed Pass-Through Certificates, Series 2002-2
- 4044 8. Ameriquest Mortgage Securities Inc., Asset-Backed Pass-Through Certificates, Series 2002-3
- 4045 9. Ameriquest Mortgage Securities Inc., Asset-Backed Pass-Through Certificates, Series 2002-4
- 4050 10. Ameriquest Mortgage Securities Inc., Asset-Backed Certificates Series 2002-D
- 4062 11. Ameriquest Mortgage Securities Inc., Asset-Backed Certificates Series 2003-AR1 dated January 1,
12. Ameriquest Mortgage Securities Inc., Quest Trust 2003-X1, Asset Backed Certificates, Series 2003-X1
- 4056 13. Ameriquest Mortgage Securities Inc., Asset-Backed Pass-Through Certificates, Series 2003-2
- 4051 14. Ameriquest Mortgage Securities Inc., Asset-Backed Pass-Through Certificates, Series 2003-1
- 4057 15. Ameriquest Mortgage Securities Inc., Asset-Backed Pass-Through Certificates, Series 2003-5
- 4058 16. Ameriquest Mortgage Securities Inc., Asset-Backed Pass-Through Certificates, Series 2003-6
- 4063 17. Ameriquest Mortgage Securities Inc., Asset-Backed Pass-Through Certificates, Series 2003-AR2
- 4064 18. Ameriquest Mortgage Securities Inc., Asset-Backed Pass-Through Certificates, Series 2003-AR3
- 4059 19. Ameriquest Mortgage Securities Inc., Asset-Backed Pass-Through Certificates, Series 2003-7.
- 4309 20. Ameriquest Mortgage Securities Inc., Quest Trust 2003-X2, Asset Backed Certificates, Series 2003-X2
- 4060 21. Ameriquest Mortgage Securities Inc., Asset-Backed Pass-Through Certificates, Series 2003-8
- 4061 22. Ameriquest Mortgage Securities Inc., Asset-Backed Pass-Through Certificates, Series 2003-9
- 4052 23. Ameriquest Mortgage Securities Inc., Asset-Backed Pass-Through Certificates, Series 2003-10

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- 4310 24. Ameriquest Mortgage Securities Inc., Quest Trust 2003-X3, Asset Backed Certificates, Series 2003-X3
- 4065 25. Ameriquest Mortgage Securities Inc., Asset-Backed Pass-Through Certificates, Series 2003-IA1
- 4053 26. Ameriquest Mortgage Securities Inc., Asset-Backed Pass-Through Certificates, Series 2003-11.
- 4311 27. Ameriquest Mortgage Securities Inc., Quest Trust 2003-X4, Asset Backed Certificates, Series 2003-X4
- 4054 28. Ameriquest Mortgage Securities Inc., Asset-Backed Pass-Through Certificates, Series 2003-12
- 4055 29. Ameriquest Mortgage Securities Inc., Asset-Backed Pass-Through Certificates, Series 2003-13
- 4312 30. Ameriquest Mortgage Securities Inc., Quest Trust 2004-X1, Asset Backed Certificates, Series 2004-X1
- 4068 31. Ameriquest Mortgage Securities Inc., Asset-Backed Pass-Through Certificates, Series 2004-R1
- 4096 32. Ameriquest Mortgage Securities Inc., Asset-Backed Pass-Through Certificates, Series 2004-R2
- 4071 33. Ameriquest Mortgage Securities Inc., Asset-Backed Pass-Through Certificates, Series 2004-R3
- 4096 34. Ameriquest Mortgage Securities Inc., Asset-Backed Pass-Through Certificates, Series 2004-FR1
- 4078 35. Ameriquest Mortgage Securities Inc., Asset-Backed Pass-Through Certificates, Series 2004-R4
- 4079 36. Ameriquest Mortgage Securities Inc., Asset-Backed Pass-Through Certificates, Series 2004-R5
- 4080 37. Ameriquest Mortgage Securities Inc., Asset-Backed Pass-Through Certificates, Series 2004-R6
- 4313 38. Ameriquest Mortgage Securities Inc., Quest Trust 2004-X2, Asset Backed Certificates, Series 2004-X2
- 4081 39. Ameriquest Mortgage Securities Inc., Asset-Backed Pass-Through Certificates, Series 2004-R7
- 4082 40. Ameriquest Mortgage Securities Inc., Asset-Backed Pass-Through Certificates, Series 2004-R8
- 4083 41. Ameriquest Mortgage Securities Inc., Asset-Backed Pass-Through Certificates, Series 2004-R9
- 4067 42. Ameriquest Mortgage Securities Inc., Asset-Backed Pass-Through Certificates, Series 2004-IA1 e
- 4314 43. Ameriquest Mortgage Securities Inc., Quest Trust 2004-X3, Asset Backed Certificates, Series 2004-X3
- 4073 44. Ameriquest Mortgage Securities Inc., Asset-Backed Pass-Through Certificates, Series 2004-R10
- 4074 45. Ameriquest Mortgage Securities Inc., Asset-Backed Pass-Through Certificates, Series 2004-R11

