



20070910000423650 1/3 \$19.00
Shelby Cnty Judge of Probate, AL
09/10/2007 12:51:21PM FILED/CERT

(AREA ABOVE IS RESERVED FOR COUNTY - RECORDING INFORMATION)

(Limited Power of Attorney)

(AL) SHELBY
State County/Town

Document Dated: 11/07/2006

Grantor: Beal Bank, SSB; Beal Service Corporation;
LPP Mortgage Ltd.
6000 Legacy Drive
Plano, TX 75024

Grantee: Countrywide Home Loans Servicing LP
1330 W Southern Ave.
Tempe, Arizona 85282-9235

Prepared By: Kassandra Hammersky

AFTER RECORDING, RETURN BY MAIL TO:
RECONTRUST COMPANY, N.A.
1800 Tapo Canyon Road, MS: SV2-88
Simi Valley, CA 93063


When Recorded Mail to:

COUNTRYWIDE HOME LOANS

1800 Tapo Canyon

Simi Valley 93063

Attention: Document Procurement


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LIMITED POWER OF ATTORNEY

In connection with that certain Subservicing Agreement dated as of November 4, 2003 (the "Subservicing Agreement") between Countrywide Home Loans Servicing LP ("Countrywide"), as servicer and Beal Service Corporation, Beal Bank, SSB and LPP Mortgage Ltd. each individually hereby constitutes and appoints Countrywide as its true and lawful attorney-in-fact, and in its name, place and stead and for its use and benefit, to execute and acknowledge all documents for the purpose of (i) procuring, preparing, completing and recording any mortgage, deed of trust or similar security instrument ("Mortgage") and any assignment of Mortgage or reconveyance or release instrument which is required (a) for the proper servicing of the related Mortgage Loan or otherwise necessary to cure any defect in the chain of title, (b) to ensure that record title to the Mortgage Loan vests in the proper party, and (c) for any other transfer of record title which is required with respect to the Mortgage Loans or the underlying security interest related to each Mortgage Loan; (ii) ensuring that each promissory note related to each Mortgage Loan has been properly endorsed to the proper person or entity; (iii) curing any defects associated with any other document or instrument with respect to a Mortgage Loan related to the servicing thereof pursuant to the Agreements; (iv) pursuing, prosecuting and defending foreclosures (or other comparable conversions to ownership), ejectments, evictions, bankruptcies, suits and other related matters with respect to "Mortgaged Properties" (as defined in the Subservicing Agreement), to the extent permitted in the Subservicing Agreement; (v) executing all deeds, tax declarations, certificate and any other documents or instruments necessary, appropriate or required to list, sell, transfer and assign Mortgage Properties acquired by Owner either by foreclosure or by deed in lieu of foreclosure, with any such deed to be without recourse; (vi) taking such further actions as are deemed necessary or required to service, administer and endorse the terms of the Mortgage Loans in accordance with the Subservicing Agreement, including, without limitation, executing any subordination or partial release agreements; and (vii) endorsing checks, drafts and other evidences or payment made payable to the Owner, representing payments on accounts in the name of the Owner with all such amounts deposited in the Custodial Account or Escrow Account pursuant to the terms of the Subservicing Agreement.

The undersigned gives to said attorney-in-fact full power and authority to execute such instruments and to do and perform all things requisite, necessary, and proper to carry into effect the power or powers granted by or under this Limited Power of Attorney as fully, to all intents and purposes, as the undersigned might or could do, as if the undersigned were personally present, hereby ratifying and confirming all that said attorney-in-fact shall lawfully do or cause to be done by authority hereof. This limited power of attorney has been executed and is effective as of this 7th day of November, 2006, and the same shall continue in full force and effect until revoked in writing by the undersigned.

Third parties may rely upon the powers granted under this Limited Power of Attorney upon the exercise of such power by said attorney-in-fact and/or its designees or substitutes,

successors, or assigns that all conditions precedent to such exercise of power have been satisfied. Furthermore, any photocopy or other reproduction of this Limited Power of Attorney may be used, accepted and relied upon in lieu of the original hereof for the purpose of recording, filing or otherwise.

Beal Bank, SSB

By: Molly Curl
Printed Name: Molly Curl
Title: Secretary

ATTEST:

By: [Signature]
Printed Name: Stephen Costas
Title: General Counsel
Beal Service Corporation

Beal Service Corporation

By: Molly Curl
Printed Name: Molly Curl
Title: Senior Vice President

ATTEST:

By: [Signature]
Printed Name: Stephen Costas
Title: General Counsel
Beal Service Corporation

LPP Mortgage Ltd.

By: Property Acceptance Corp.
General Partner
By: Molly Curl
Printed Name: Molly Curl
Title: Vice President

ATTEST:

By: [Signature]
Printed Name: Stephen Costas
Title: General Counsel
LPP Mortgage Ltd.

WITNESS: Linda Hunt
LINDA HUNT

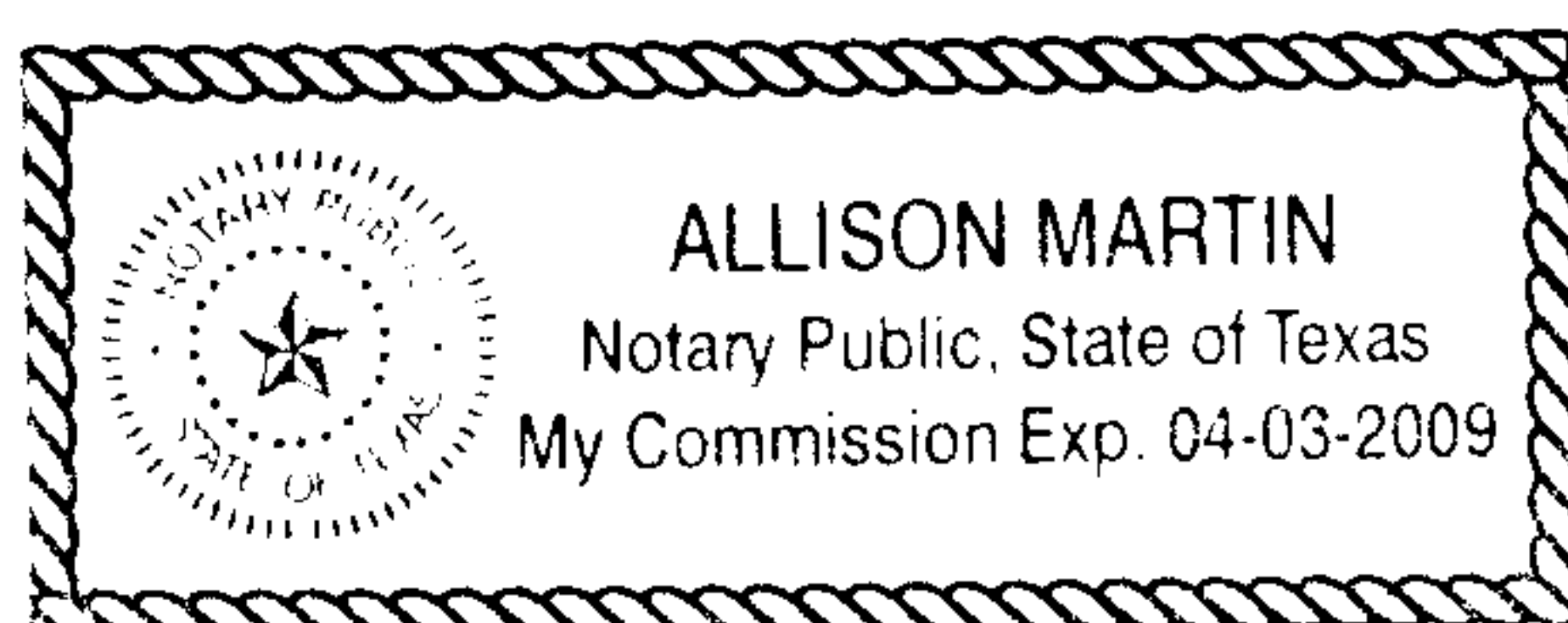
WITNESS: Michael Barnett
Michael Barnett

STATE OF TEXAS)

SS

COUNTY OF COLLIN)

On this 7th day of November in the year 2006 before me, Allison Martin, a Notary Public of said state, personally appeared Molly Curl-Senior Vice President of Beal Service Corporation and Property Acceptance Corp. and Secretary of Beal Bank, SSB; and Stephen Costas-General Counsel for Beal Service Corporation and Property Acceptance Corp., known to me to be the persons who executed the within instrument in their authorized capacity on behalf of Beal Service Corporation, Beal Bank, SSB, and LPP Mortgage Ltd. through its General Partner, Property Acceptance Corp.



Allison Martin
Notary Public