

20080826000341470 1/4 \$20.00
Shelby Cnty Judge of Probate, AL
08/26/2008 09:06:22AM FILED/CERT

RECORDING REQUESTED BY:

Return to: DOCX, LLC
1111 Alderman Drive
Suite 350
Alpharetta, GA 30005

T015

2007079560
Page: 1 of 4
05/22/2007 10:21A
R21.00 D0.00

THIS SPACE FOR RECORDERS USE ONLY

POA 1589-11378585mersasn
Shelby, AL

DOCUMENT TITLE

LIMITED POWER OF ATTORNEY TO EMC MORTGAGE CORP.

Ref. Docx, LLC
1111 Alderman Drive
Suite 350
Alpharetta, GA 30005

Doc ID: 008033020004 Type: GLR
Filed: 07/27/2007 at 09:05:29 AM
Fee Amt: \$16.00 Page 1 of 4
Forsyth County, GA
Douglas Sorrells Clerk Superior Ct
BK 4835 PG 402-405

CERTIFICATION

The Clerk and Recorder for the
CITY AND COUNTY OF DENVER State
of Colorado does hereby certify this
document to be a full, true and
correct copy of the original
document recorded in my office.

Clerk and Recorder

Deputy County Clerk

Date JUN 13 2007

THIS PAGE IS ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION

ADDITIONAL RECORDING FEE APPLIES

GEORGIA FORSYTH COUNTY

I, Douglas Sorrells, Clerk Superior Court in and for said
County, do hereby certify that this is a true and correct copy
of the original that appears on record POA

Bk. 4835 Pgs. 402-405 this office
Given under my official signature and the seal of said Court,
this 8 day of Aug. 2008
Douglas Sorrells Clerk
By Dean Hawitt Deputy Clerk
Forsyth Superior Court



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**LIMITED POWER OF ATTORNEY
TO EMC MORTGAGE CORPORATION**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, pursuant to the terms of the Mortgage Loan Purchase and Interim Servicing Agreement, dated as of September 17, 2004 (the "Purchase Agreement"), by and between Ameriquest Mortgage Company ("Ameriquest"), a Delaware corporation, having an office at 1100 Town and Country Road, Orange, CA 92868 and EMC Mortgage Corporation ("EMC"), Ameriquest is selling certain mortgage loans (the "Mortgage Loans");

AND WHEREAS, Ameriquest is providing this Limited Power of Attorney pursuant to the Purchase Agreement;

NOW, THEREFORE, in consideration of the mutual promises, obligations and covenants contained herein and in the Purchase Agreement and for other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, Ameriquest does hereby make, constitute and appoint EMC, Ameriquest's true and lawful agent and attorney-in-fact with respect to each Mortgage Loan in Ameriquest's name, place and stead: to complete (to the extent necessary) and to cause to be submitted for filing or recording in the appropriate public filing or recording offices, all assignments of mortgage, deeds of trust or similar documents, assignments or reassignments of rents, leases and profits, in each case in favor of EMC, and all Form UCC-2 or UCC-3 assignments of financing statements and all other comparable instruments or documents with respect to the Mortgage Loans which are customarily and reasonably necessary or appropriate to assign agreements, documents and instruments pertaining to the Mortgage Loans, and to evidence, provide notice of and perfect such assignments and conveyances in favor of EMC in the public records of the appropriate filing and recording offices.

This Limited Power of Attorney may be utilized fully to all intents and purposes as Ameriquest might or could do if personally present, hereby ratifying and confirming all that EMC as said attorney in fact shall lawfully do or cause to be done by virtue hereof.

ARTICLE I

The enumeration of particular powers herein is not intended in any way to limit the grant to EMC as Ameriquest's attorney-in-fact of full power and authority with respect to the Mortgage Loans to complete (to the extent necessary), file and record any documents, instruments or other writings referred to above as fully, to all intents and purposes, as Ameriquest might or could do if personally present, hereby ratifying and confirming whatsoever such attorney-in-fact shall and may do by virtue hereof; and Ameriquest agrees and represents to those dealing with such attorney-in-fact that they may rely upon this Limited Power of Attorney until termination thereof under the provisions of Article III below. Any and all third parties dealing with EMC as Ameriquest's attorney-in-fact may rely completely, unconditionally and conclusively on the authority of EMC, as applicable, and need not make any inquiry about

POA 1

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T-901 P.007/015 F-713

whether EMC is acting pursuant to the Purchase Agreement. Any purchaser, title insurance company or other third party may rely upon a written statement by EMC that any particular Mortgage Loan or related mortgaged real property in question is subject to and included under this Limited Power of Attorney and the Purchase Agreement.

ARTICLE II

Any act or thing lawfully done hereunder by EMC shall be binding on Ameriquest's successors and assigns.

ARTICLE III

This Limited Power of Attorney shall continue in full force and effect until the earliest occurrence of any of the following events:

- (i) the transfer by EMC of its servicing obligations under the Purchase Agreement to another servicer;
- (ii) with respect to any Mortgage Loan, such Mortgage Loan is no longer a part of the Purchase Agreement; and
- (iii) the termination of the Purchase Agreement in accordance with its terms.

Nothing herein shall be deemed to amend or modify the Purchase Agreement or the respective rights, duties or obligations of Ameriquest under the Purchase Agreement, and nothing herein shall constitute a waiver of any rights or remedies thereunder.

ARTICLE IV

Capitalized terms used but not defined herein have the respective meanings assigned thereto in the Purchase Agreement.

IN WITNESS WHEREOF, Ameriquest has caused this instrument to be executed and its corporate seal to be affixed hereto by its officer duly authorized as of September 17, 2004.

AMERIQUEST MORTGAGE COMPANY

By: 
Name: Julie J. Keen
Title: Executive Vice President



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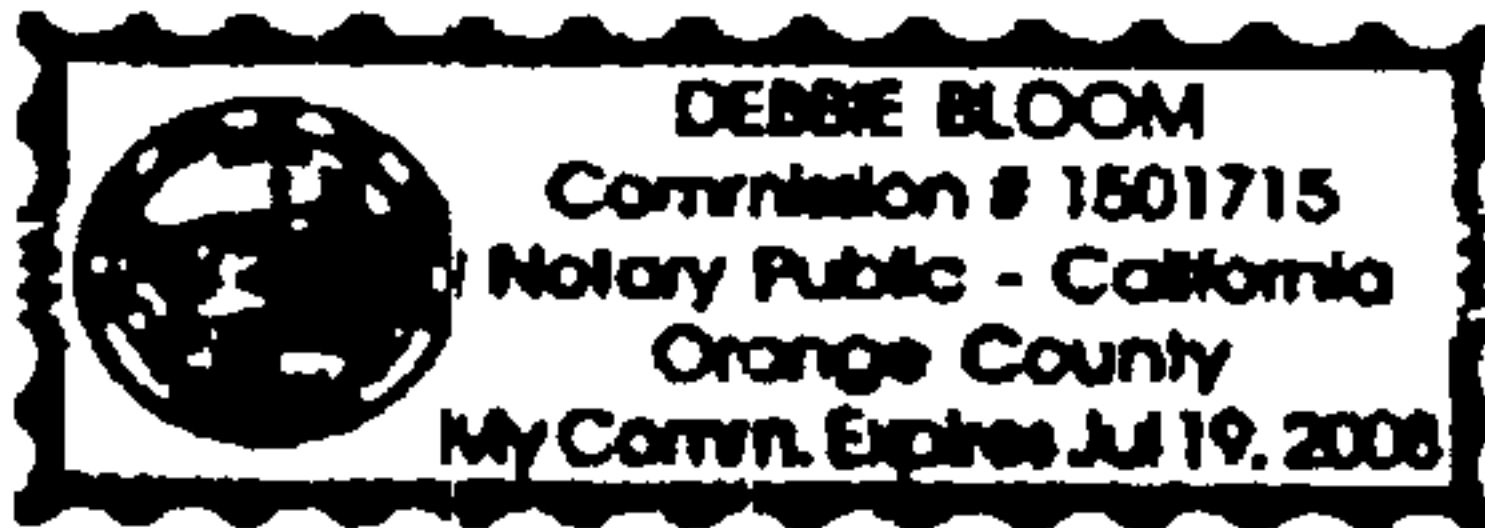
Sep-16-04 02:28pm From-AMERIQUEST

T-907 P.011/017 F-722

ACKNOWLEDGEMENT

STATE OF California)
COUNTY OF Orange) ss:

On this 16th day of Sept, 2004, before me appeared Jule J. Keen,
to me personally known, who, being by me duly sworn did say that he/she is the
Exec. Vice President of Ameriquest, and that the seal affixed to the foregoing
instrument is the corporate seal of said corporation, and that said instrument was signed and
sealed in behalf of said corporation by authority of its board of directors, and said
acknowledged said instrument to be the free act and deed of said corporation.



Debbie Bloom
Name: Debbie Bloom
Notary Public in and for said County and State

My Commission Expires:

7/19/08

20080826000341470 4/4 \$20.00
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