

Return to
RESOURCE TITLE AGENCY, INC.
 2630 Elm Hill Pike, Suite 350
 Nashville TN 37214

20091112000422410 1/4 \$20.00
 Shelby Cnty Judge of Probate, AL
 11/12/2009 01:34:21 PM FILED/CERT

Davidson County POA
 Recvd: 02/06/03 15:40 3pgs
 Fees: 17.00 Taxes: 0.00

20030206-0016740

[WHEN RECORDED RETURN TO]
 NTC -- ATTN: ALAN GRAHAM
 2100 ALT. 19 NORTH
 PALM HARBOR, FLORIDA 34683
 GMACPOA St/Cnty: TNDAVIDSON



Limited Power of Attorney

KNOW ALL MEN BY THESE PREMISES:

That Deutsche Bank Trust Company Americas (formerly known as Bankers Trust Company), as Trustee (together with its successors and assigns, the "Trustee") under Pooling and Servicing or Indenture Agreements pursuant to which Residential Funding Corporation acts as Master Servicer, and such Trustee being, a New York Banking Corporation organized and existing under the laws of the State of New York, c/o Deutsche Bank National Trust Company having an office located at 176 East St. Andrew Place, in the City of Santa Ana, State of California, 92705, has made, constituted and appointed, and does by these presents make, constitute and appoint Residential Funding Corporation, a corporation organized and existing under the laws of the State of Delaware, its trust and lawful Attorney-in Fact, with full power and authority to sign, execute, acknowledge, deliver, file for record, and record any instrument on its behalf and to perform such other act or acts as may be customarily and reasonably 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 certificate holders (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 Residential Funding Corporation is acting as master servicer.

This appointment shall apply to the following enumerated transactions only:

1. The modification or re-recording of a Mortgage or Deed of Trust, where said modification or recording is 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 and said modification or re-recording, in either instance, does not adversely affect the lien of the Mortgage or Deed of Trust as insured.
2. The subordination of the lien of a Mortgage or Deed of Trust to an easement in Favor of a public utility company or a government agency or unit with power of eminent domain; this section shall include, without limitation, the execution of partial satisfaction/releases, partial reconveyances or the execution of requests to trustees to accomplish same.
3. The qualified subordination of the lien of a Mortgage or Deed of Trust to a lien of a creditor that is created in connection with the refinancing of a debt secured by a lien that was originally superior to the lien of the Mortgage or Deed of Trust.

Prepared by: Alan Graham
 Alan Graham
 NTC (727)771-4000
 2100 Alt 19 North
 Palm Harbor, FL 34683



20091112000422410 2/4 \$20.00
 Shelby Cnty Judge of Probate, AL
 11/12/2009 01:34:21 PM FILED/CERT

4. 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:
 - a. The substitution of trustee(s) serving under a Deed of Trust, in accordance with state law and the Deed of Trust;
 - b. Statements of breach or non-performance;
 - c. Notices of default;
 - d. Cancellations/rescissions of notices of default and/or notices of sale;
 - e. The taking of a deed in lieu of foreclosure; and
 - f. Such other documents and action as may be necessary under the terms of the Mortgage, Deed of Trust of state law to expeditiously complete said transactions.
5. 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 of real estate owned.
6. The completion of loan assumption agreements.
7. The full satisfaction/ release of a Mortgage or Deed of Trust or full reconveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.
8. 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 pursuant to the requirements of a Residential Funding Corporation Seller Contract, including, without limitation, by reason of conversion of an adjustable rate mortgage loan from a variable rate to a fixed rate.
9. 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.

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 of 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 lawfully do or cause to be done by authority hereof.

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 has not been revoked unless and instrument of revocation has been made in writing by the undersigned.



20091112000422410 3/4 \$20.00
Shelby Cnty Judge of Probate, AL
11/12/2009 01:34:21 PM FILED/CERT

Deutsche Bank Trust Company Americas
(formerly known as Bankers Trust
Company), as Trustee

Name: Ronaldo Reyes
Title: Associate

Name: David M. Arnold
Title: Vice President

STATE OF CALIFORNIA
SS.

COUNTY OF ORANGE

On NOV 19 2002 before me, Brent Wayne Hoyer personally appeared David M. Arnold, Vice President and Ronaldo Reyes, Associate Personally known to me OR proved to me on this basis of satisfaction evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her their authorized capacity(ies), and that by his/her their signature(s) on the instrument the person(s) or the entirety upon behalf of which the person(s) acted, executed the instrument in the city of Santa Ana, County of Orange, State of California.

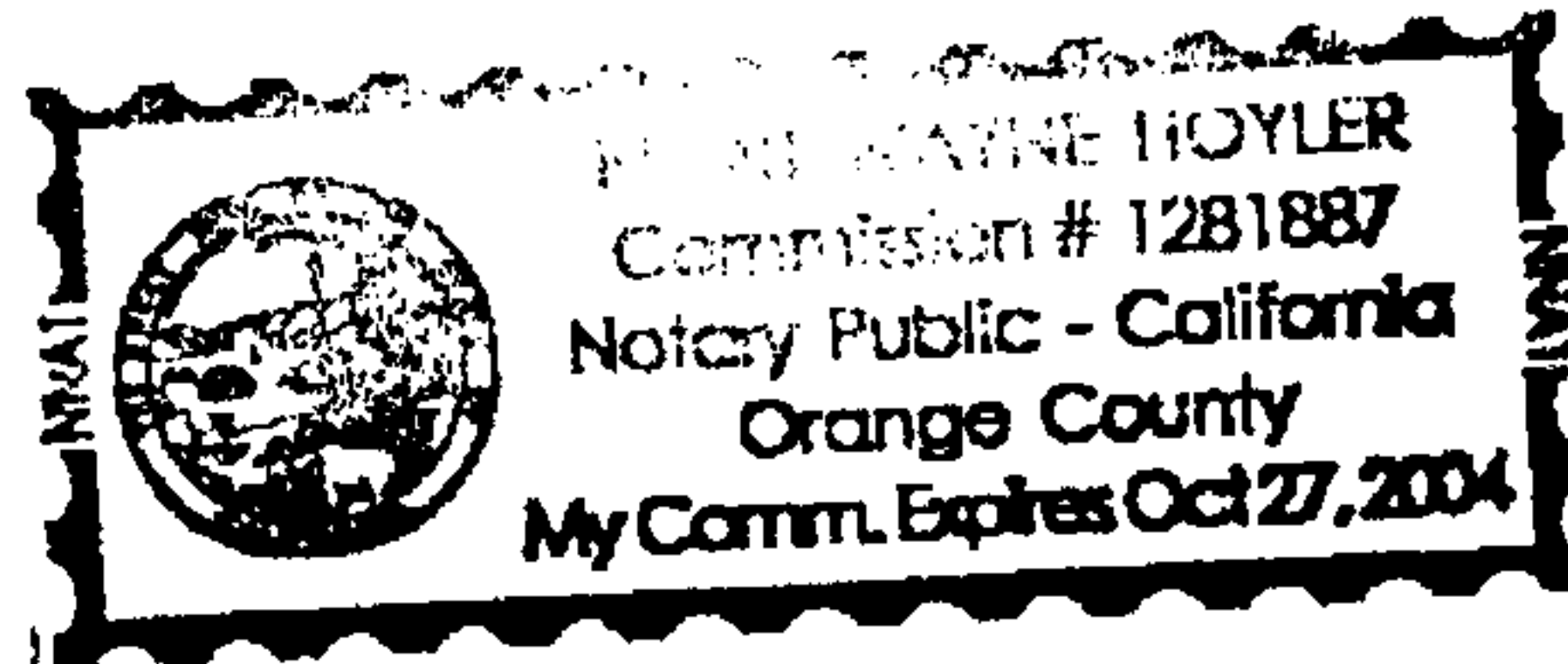
CAPACITY CLAIMED BY SIGNER

<u>Individual</u>	<u>Attorney-in Fact</u>	<u>Other:</u>
<u>XXX</u>	<u>Corporate Officers</u>	<u>XXX</u> <u>Trustee(s)</u>

Signer is representing: Deutsche Bank Trust Company Americas

WITNESS my hand and official seal

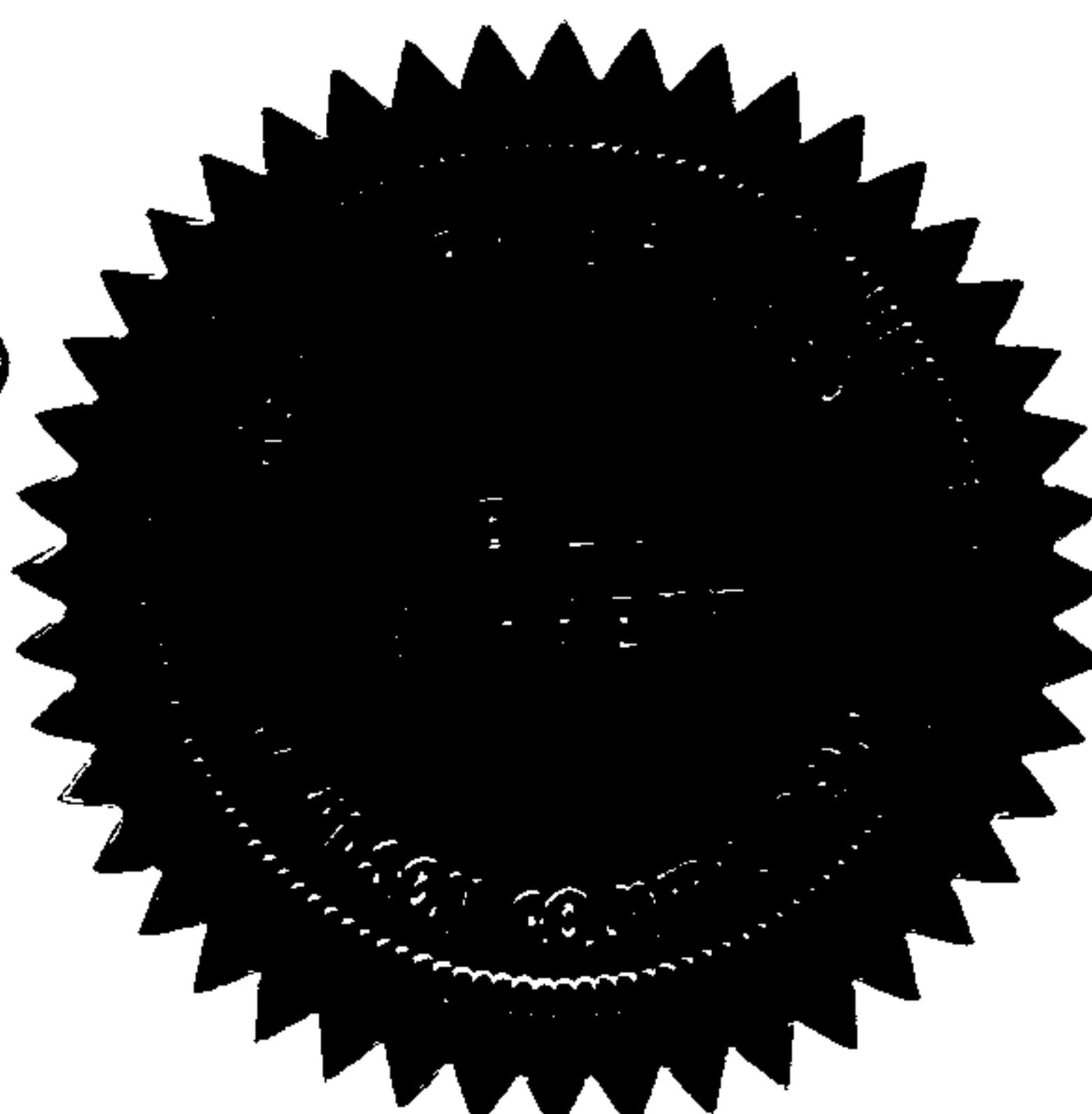
Notary Public in and for the State of California





2009112000422410 4/4 \$20.00
Shelby Cnty Judge of Probate, AL
11/12/2009 01:34:21 PM FILED/CERT

I hereby certify that this is a true copy of
the original instrument filed in my office as
Instrument No. 200302000016740
This 3 day of OCT 20 08
By [Signature]
BILL GARRETT Register of Deeds
DEPUTY Register



STATE OF ALA.
COUNTY OF HINDS
FILED - RECORDS
OFF DISTRICT

OCT 30 3 03 PM '08

6956 396

EDDIE L. CHANDLER JR.
CLERK