

9/30/10
[Signature]

LIMITED POWER OF ATTORNEY

Selene Finance
9990 Richmond Ave. Suite 100 North
Houston, TX 77042
Attn: [Danny Smith, Vice President Due Diligence and Delivery]

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Taylor, Bean & Whitaker Mortgage Corp., a corporation organized and existing under the laws of the State of Florida and having its principal place of business at 315 NE 14th Street, Ocala, Florida as Owner (the "Owner") pursuant to that Servicing Agreement, between SELENE FINANCE LP (the "Servicer") and the Owner, dated as of November 6, 2009 (the "Agreement"), hereby constitutes and appoints the Servicer, by and through the Servicer's officers, the Owner's true and lawful Attorney-in-Fact, in the Owner's name, place and stead and for the Owner's benefit, in connection with all mortgage loans and REO properties subject to the terms of the Agreement for the purpose of performing all acts and executing all documents in the name of the Owner 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 the Owner (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 the Servicer is performing sub-servicing activities all subject to the terms of the Agreement.

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 re-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 rerecording, 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 of a United States governmental 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 (the "REO Properties").

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 revolving credit loan or mortgage loan secured and evidenced thereby.
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, 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. 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 a deed in lieu of foreclosure; and
 - f. 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.

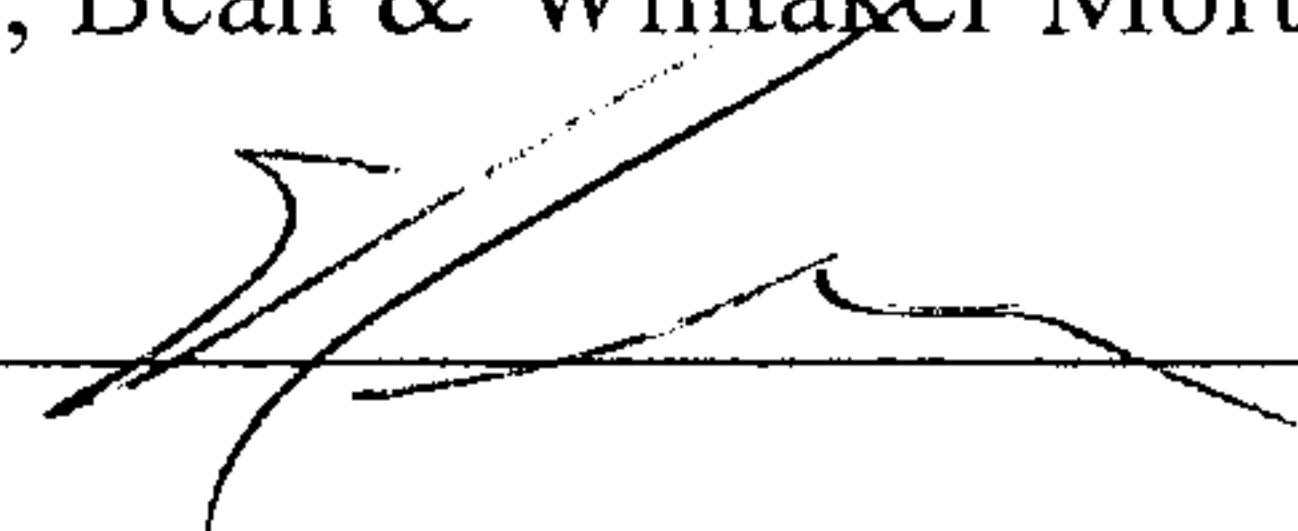
Notwithstanding the above, Servicer shall obtain the express written consent of Owner prior to initiating or proceeding with any judicial or non-judicial foreclosure.

9. Powers of Attorney with regard to all necessary or required actions for real estate transactions in connection with the REO Properties ("Powers"), provided however, that at no time shall any Grantee have more than one hundred (100) Powers currently in force and unrecorded at any time, provided further, that the term "Grantee" shall refer to an approved vendor of the Servicer.

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, each subject to the terms and conditions set forth in the Agreement and in accordance with the standard of care set forth in the Agreement 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. This Limited Power of Attorney shall be effective as of November 12, 2009. 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, TBW has executed this Limited Power of Attorney this 12 day of November, 2009.

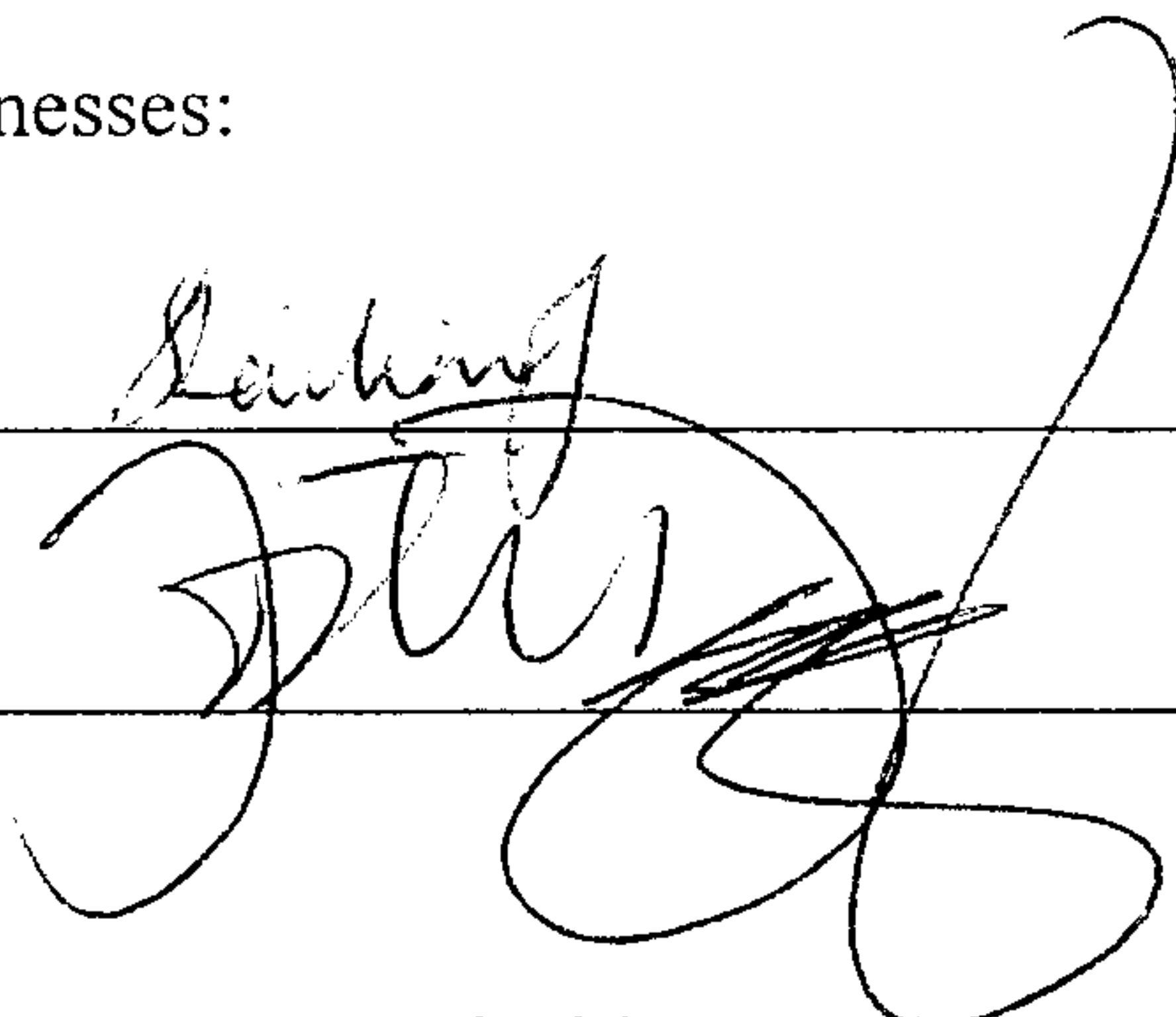
Taylor, Bean & Whitaker Mortgage Corp.

By: 

Name: Neil Luria

Title: Chief Restructuring Officer

Witnesses:



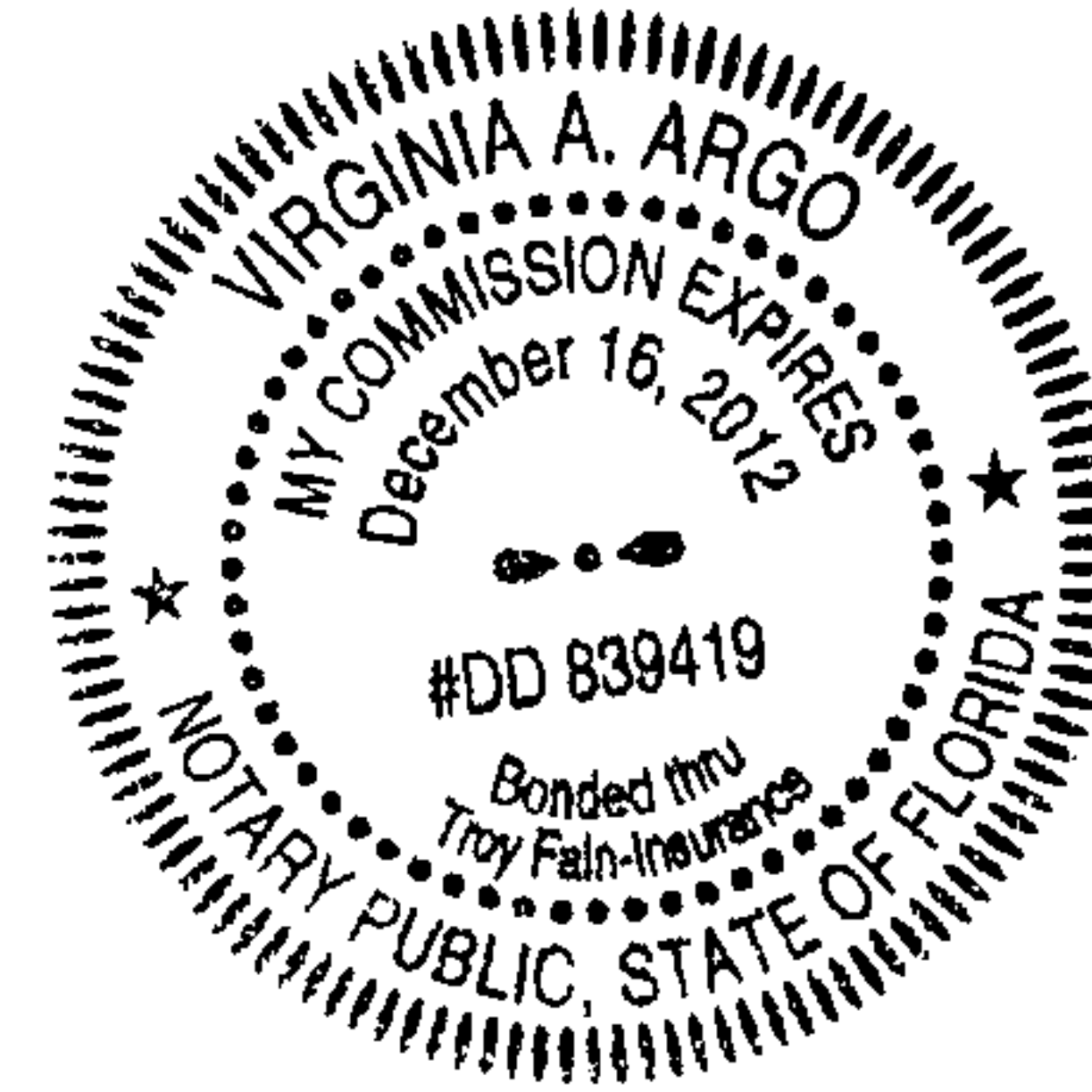
STATE OF Florida)
) SS
COUNTY OF Marion)

On 12 November, 2009, before me, Virginia A Argo, a notary public for an within the said county, personally appeared, Neil Luria, the Chief Restructuring Officer of Taylor, Bean and Whitaker Mortgage Corp. personally known to me (or proved to me on the basis of satisfactory 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 entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal

By: Virginia A. Argo
Notary Public
My commission Expires:



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Shelby Cnty Judge of Probate, AL
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