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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
09/01/2010 12:39 PM
FEE \$14.00 Pgs: 3
DEP RT REC'D FOR SELECT PORTFOLIO
SERVICING INC

RETURNED
SEP 01 2010

LIMITED POWER OF ATTORNEY

Castle Peak Capital Advisors, LLC, as Manager (the "Manager") for CPCA TRUST I (the "Owner"), having its principal office located at 12 South Sixth Street, Suite 950, Minneapolis, MN 55404, does by these presents make, constitute and appoint Select Portfolio Servicing, Inc. ("SPS", the "Servicer", or the "Attorney"), a corporation organized and existing under the laws of the State of Utah, its true 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 securing a Mortgage Loan and the related Mortgage Notes for which SPS is acting as Servicer pursuant to the Servicing Agreement, dated as of July 1, 2008, between the Owner, as owner, and SPS, as servicer (the "Servicing Agreement"; capitalized terms not defined herein are used as defined in the Servicing Agreement).

This appointment shall apply to the following enumerated transactions only:

1. The modification or re-recording of a Mortgage, where said modification or re-recording is for the purpose of correcting the Mortgage 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 as insured.
2. The subordination of the Lien of a Mortgage to an easement in favor of a public utility company or 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 of requests to trustees to accomplish same.
3. With respect to a Mortgage, 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:
 - (1) The substitution of trustee(s) serving under a Mortgage, in accordance with state law and the Mortgage;
 - (2) the preparation and issuance of statements of breach or non-performance;
 - (3) the preparation and filing of notices of default and/or notices of sale;
 - (4) Cancellations/rescissions of notices of default or notices of sale;
 - (5) The taking of a deed in lieu of foreclosure; and
 - (6) The preparation and execution of such other documents and the performance of such other actions as may be necessary under the terms of the Mortgage or state law to expeditiously complete said transactions in this paragraph 3.



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Shelby Cnty Judge of Probate, AL
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4. 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.
5. The completion of loan assumption agreements and modification agreements.
6. The full satisfaction/release of a Mortgage or full reconveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.
7. The assignment of any Mortgage and the related Mortgage Note, in connection with the repurchase of the Mortgage Loan secured and evidenced thereby.
8. The full assignment of a Mortgage 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.
9. The modification or re-recording of a Mortgage, where said modification or re-recording is for the purpose of any modification pursuant to Section 3.01 of the Servicing Agreement.
10. The execution of partial satisfactions/releases pursuant to Section 3.01 of the Servicing Agreement.

The rights, powers and authority of the Servicer as attorney-in-fact of the Owner under this Limited Power of Attorney shall commence on the date of execution hereof and shall remain in full force and effect as a limited and revocable power of attorney which may be revoked at any time in writing by the Manager.

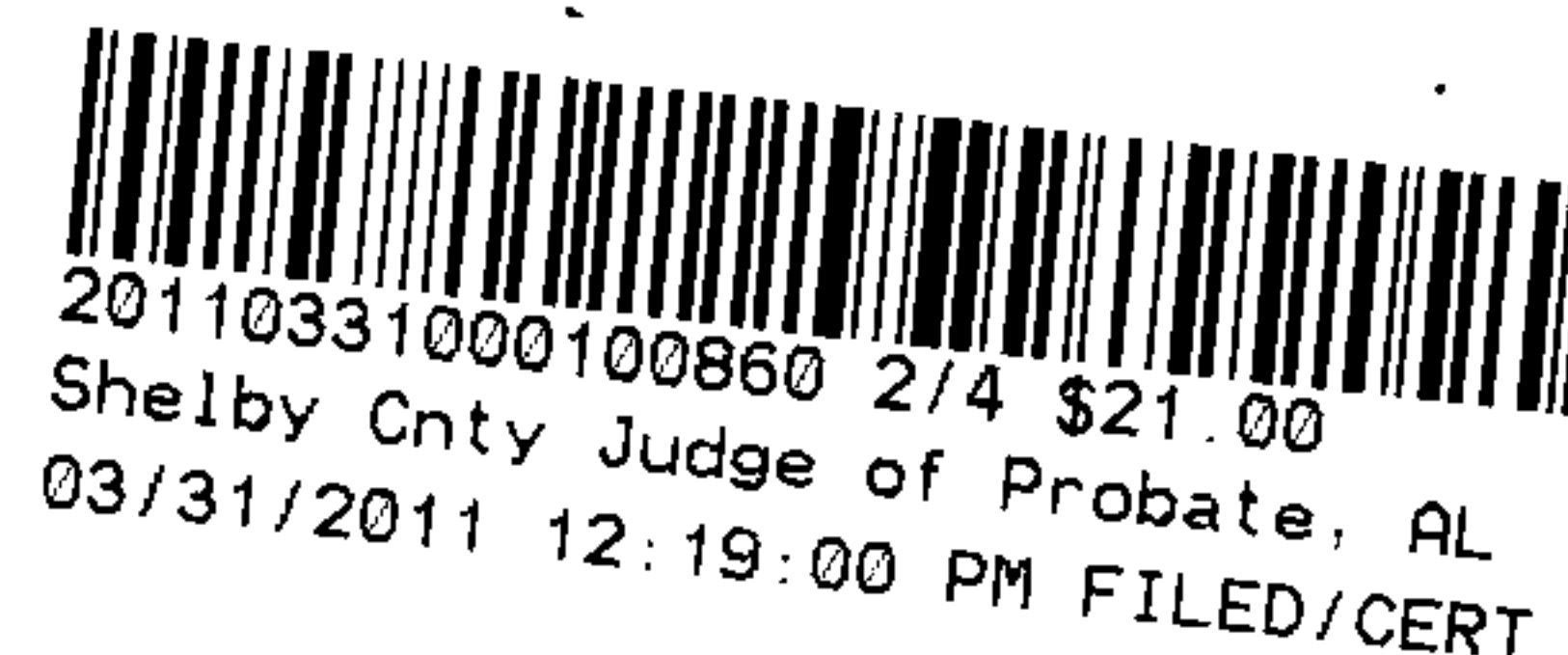
The authority granted to the attorney-in-fact by the Limited Power of Attorney is not transferable to any other party or entity.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to its conflicts of law principles.

All actions heretofore taken by said Attorney, which the Attorney could properly have taken pursuant to this Limited Power of Attorney, be, and hereby are, ratified and affirmed.

The Owner shall be entitled to the indemnification provided by the Servicer in the Servicing Agreement as if set forth herein in connection with the actions of the Servicer under this Limited Power of Attorney.

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IN WITNESS WHEREOF, Castle Peak Capital Advisors, LLC, as Manager for CPCA Trust I, has caused this Limited Power of Attorney to be executed by its duly elected and authorized representatives on this 23rd day of August, 2010.

NO CORPORATE SEAL

Castle Peak Capital Advisors, LLC,
as Manager for CPCA TRUST I

Witness:

Printed Name:

John Trapnell
John Trapnell

By:

Name: Steve Allison

Title: Partner

Witness:

Printed Name:

Bryan Sauer
BRYAN SAUER

By:

Name: John Lynch

Title: Managing Partner

ACKNOWLEDGMENT

State of Minnesota

County of Hennepin

On this 23rd day of August, 2010, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Steve Allison and John Lynch, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as Partner and Managing Partner, respectively of Castle Peak Capital Advisors, LLC, a limited liability company, and acknowledged to me that such company executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

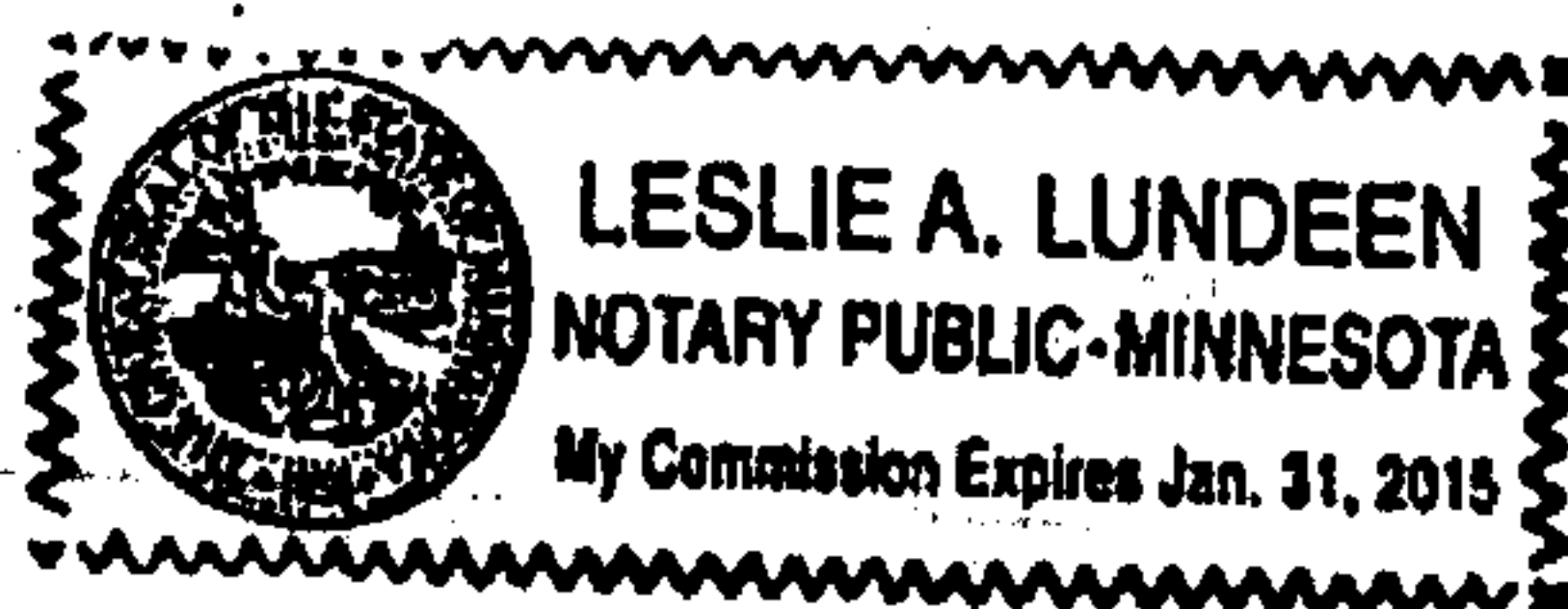
WITNESS my hand and official seal.

Signature:

Leslie A. Lundeen

My commission expires:

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STATE OF UTAH) ss
COUNTY OF DAVIS)

I, THE UNDERSIGNED, RECORDER OF DAVIS COUNTY, UTAH, DO
HEREBY CERTIFY THAT THE ANNEXED AND FOREGOING IS A TRUE
AND FULL COPY OF AN ORIGINAL DOCUMENT ON FILE IN MY OFFICE
AS SUCH RECORDER

WITNESS MY HAND AND SEAL OF SAID OFFICE

THIS 1 DAY OF February, 20 11
RICHARD T. MAUGHAN, RECORDER

Mary Christensen DEPUTY
3 pages