

32409 051

Clerk of the  
Circuit Court

2011 FEB -7 PM 3:25

PR GEO CO MD #35

~~PREMIERE ASSET SERVICES~~

8480 Stagecoach Circle

MAC: X3800-03C

Frederick, MD 21701-4747

*Handwritten signature*

1 OF 3

RECORDING REQUESTED BY:

Wells Fargo Home Mortgage  
8480 Stagecoach Circle  
Frederick, MD 21701  
Mac# X3801-03M

#

1002755

TAXID# 10-1041631

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**LIMITED POWER OF ATTORNEY**

**U.S. Bank National Association**, a national banking association organized and existing under the laws of the United States and having an office at One Federal Street, EX-MA-FED, Boston, MA 02110, not in its individual capacity but merely as Trustee ("Trustee"), hereby constitutes and appoints Wells Fargo Bank, N.A., ("Servicer"), and in its name, aforesaid Attorney-In-Fact, by and through any officer appointed by the Board of Directors of Servicer, to execute and acknowledge in writing or by facsimile stamp all documents customarily and reasonably necessary and appropriate for the tasks described in the items (1) through (5) below; provided however, that the documents described below may only be executed and delivered by such Attorneys-In-Fact if such documents are required or permitted under the terms of the related servicing agreements and no power is granted hereunder to take any action that would be adverse to the interests of U.S. Bank National Association. This Limited Power of Attorney is being issued in connection with Servicer's responsibilities to service certain mortgage loans (the "Loans") held by U.S. Bank National Association, as Trustee. These Loans are comprised of Mortgages, Deeds of Trust, Deeds to Secure Debt and other forms of Security instruments (collectively the "Security Instruments") and the Notes secured thereby.

1. Demand, sue for, recover, collect and receive each and every sum of money, debt, account and interest (which now is, or hereafter shall become due and payable) belonging to or claimed by U.S. Bank National Association, as Trustee, and to use or take any lawful means for recovery by legal process or otherwise, including but not limited to the substitution of trustee serving under a Deed of Trust, the preparation and issuance of statements of breach, notices of default, and/or notices of sale, taking deeds in lieu of foreclosure, and foreclosing on the properties under the Security Instruments.
2. Execute and/or file such documents and take such other action as is proper and necessary to defend U.S. Bank National Association, as Trustee in litigation and to resolve any litigation where the Servicer has an obligation to defend U.S. Bank National Association, as Trustee.
3. Transact business of any kind regarding the Loans, and obtain an interest therein and/or building thereon, as U.S. Bank National Association, as Trustee's act and deed, to contact for, purchase, receive and take possession and evidence of title in and to the property and/or to secure payment of a promissory note or performance of any obligation or agreement.
4. Execute bonds, notes, mortgages, deeds of trust and other contracts, agreements and instruments regarding the Borrowers and/or the Property, including but not limited to the execution of releases, satisfactions, assignments, loan modification agreements, loan assumption agreements, subordination agreements, property adjustment agreements, and other instruments pertaining to mortgages or deeds of trust, and execution of deeds and associated instruments, if any, conveying the Property, in the interest of U.S. Bank National Association, as Trustee.



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5. Endorse on behalf of the undersigned all checks, drafts and/or other negotiable instruments made payable to the undersigned.

Servicer hereby agrees to indemnify and hold U.S. Bank National Association, as Trustee, and its directors, officers, employees and agents harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by reason or result of the exercise by the Servicer of the powers specifically granted to it under the related servicing agreements. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the related servicing agreements or the earlier resignation or removal of U.S. Bank National Association, as Trustee under the related servicing agreements listed on Schedule A, attached.

Witness my hand and seal this 7th day of October 7, 2010.

**NO CORPORATE SEAL**

U.S. Bank National Association, as Trustee,

By: [Signature]  
Witness: Beth Nally

By: [Signature]  
Leah Barrett, Vice President

By: [Signature]  
Witness: Kathleen Sullivan

By: [Signature]  
Jodi Scully, Assistant Vice President

By: [Signature]  
Attest: Paul Gobin, Trust Officer

**CORPORATE ACKNOWLEDGMENT**

State of Massachusetts

County of Suffolk

On this 7th day of October, 2010, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Leah Barrett, Jodi Scully and Paul Gobin, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as Vice President, Assistant Vice President and Trust Officer, respectively of U.S. Bank National Association, a national banking association, and acknowledged to me that such national banking association executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

Signature: [Signature]  
Piyusha Shirname

My commission expires: 7/11/2014



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