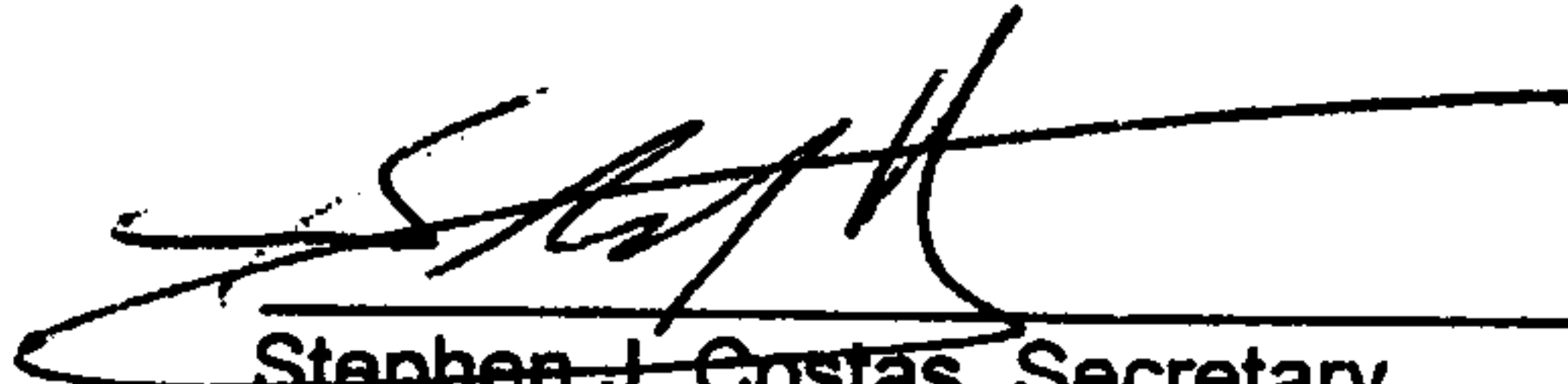


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SECRETARY CERTIFICATE

I, Stephen J. Costas, Secretary of Property Acceptance Corp. (the "Corporation"), the General Partner of LPP Mortgage Ltd., being familiar with the books and records of the Corporation, hereby certifies that attached hereto as Exhibit A is a true and correct copy of the resolutions which have been duly adopted by the Board of Directors of the Corporation and which have not been amended, modified or repealed in any respect and which are in full force and effect as of the date hereof.

Property Acceptance Corp.


Stephen J. Costas, Secretary

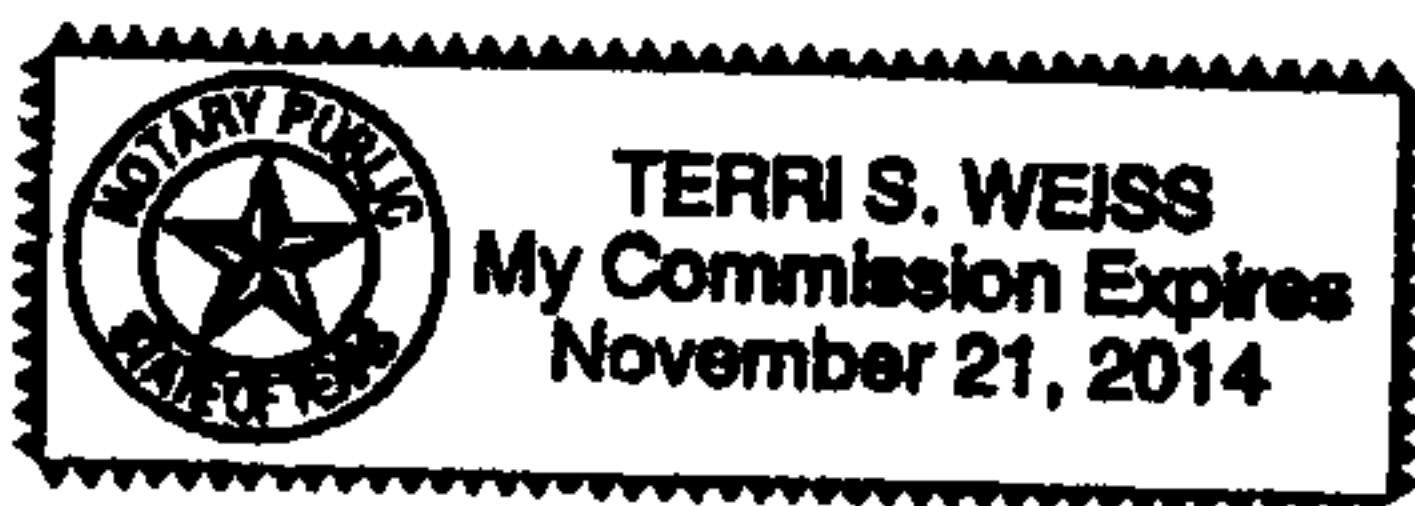
STATE OF TEXAS

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§
§

COUNTY OF COLLIN

I, the undersigned, a Notary Public in and for the said County, in said State, hereby certify that Stephen J. Costas, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date, being informed of the contents of such document, executed the same voluntarily.

GIVEN UNDER MY HAND, OFFICIAL SEAL this 5th day of January, 2010.2011




Notary Public, State of Texas
My Commission expires: 11/21/14


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Shelby Cnty Judge of Probate, AL
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Exhibit A

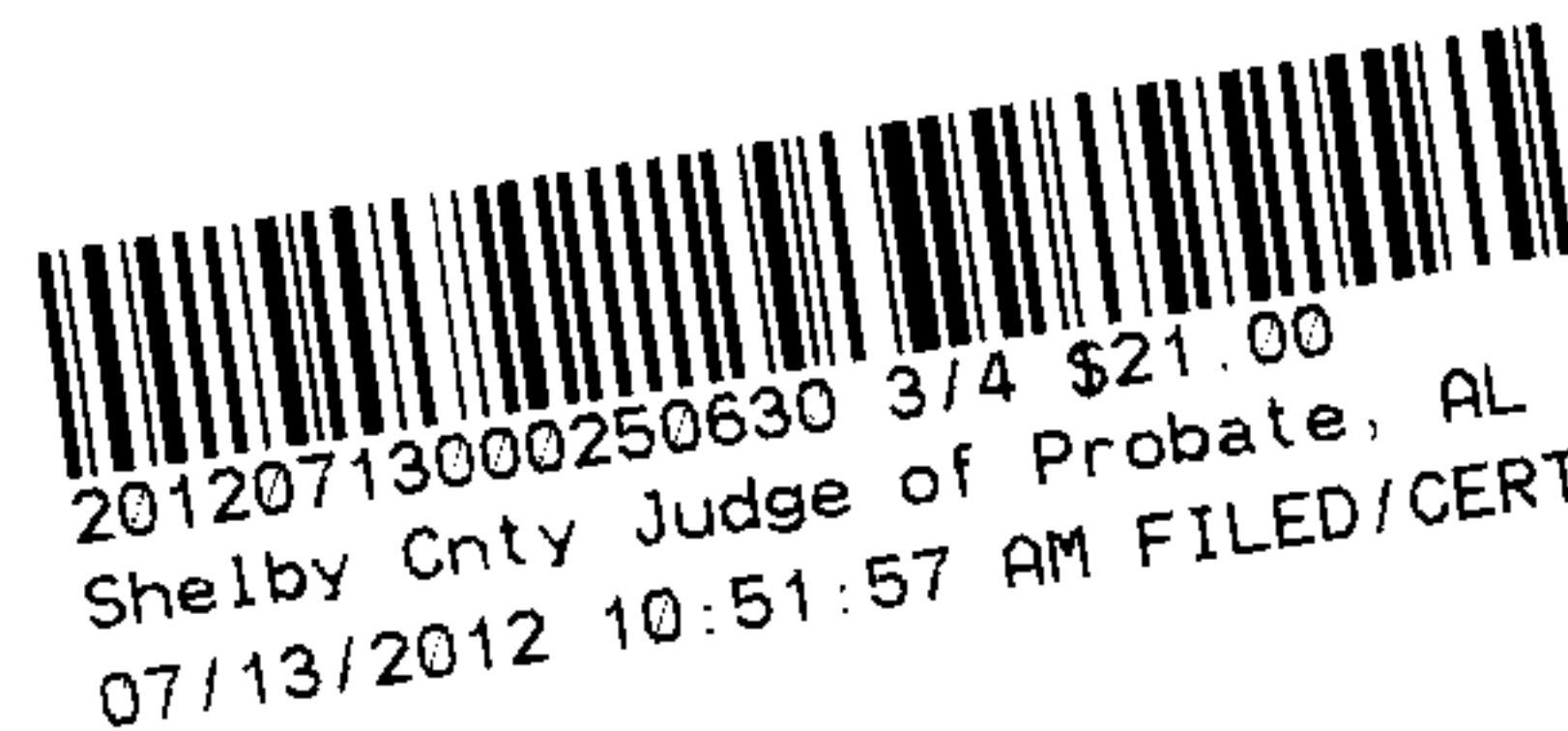
**WRITTEN CONSENT OF
THE SOLE DIRECTOR OF
PROPERTY ACCEPTANCE CORP.**

The undersigned, being the sole member of the Board of Directors (the "Board") of Property Acceptance Corp., the general partner of LPP Mortgage Ltd. (the "Mortgage Loan Owner"), hereby adopts by written consent the following resolutions as of December 20, 2010 (the "Effective Date") with the same force and effect as if adopted at a meeting of the Board duly called and held:

RESOLVED, that the individuals named in the next paragraph are hereby designated as authorized signatories of the Mortgage Loan Owner (each such individual is referred to herein as an "Authorized Signer"), but only for the sole, limited and exclusive purposes, acting on behalf of the Mortgage Loan Owner, of signing, executing and (where required by law or custom) attesting, acknowledging and/or recording (1) requests for delivery of custodial mortgage loan documents, reconveyances, substitution of trustees, discharges, releases, and satisfactions of deeds of trust, trust deeds, mortgages and security deeds (each, a "Security Instrument") which Security Instruments secure paid in full mortgage loans subserviced for MGC Mortgage, Inc. ("MGC") by Cenlar FSB ("Subservicer") pursuant to that certain Subservicing Agreement dated as of September 30, 2005 between New South Federal Savings Bank and Subservicer (the "Original Agreement"), which agreement was assumed by MGC pursuant to that certain Assumption and Amendment Agreement dated May 31, 2010 (the "Assumption"; and together with the Original Agreement, herein collectively referred to as the "Agreement") and letters of direction as needed to process pre-payoff land trust transactions; (2) partial releases of collateral encumbered by any of the Security Instruments, but only with the prior written approval of MGC in each instance; (3) modifications and/or extensions of so-called "balloon reset" mortgages owned or backing a security issued by FNMA or FHLMC, but only in accordance with applicable guidance issued by those Agencies and the related mortgage loan documents and with the prior written approval of MGC; (4) modifications of notes and Security Instruments upon the prior written approval of MGC and, if applicable, of FNMA, FHLMC, HUD, USDA/RHS, or VA; (5) substitutions of trustees, pleadings, notices, deeds or other instruments necessary to institute, continue or complete foreclosures of loans subserviced for MGC by Subservicer; and (6) with the prior written approval of MGC, any and all other related instruments and documents, including without limitation (i) the power to request mortgage loan documents from any document custodian holding the same, and (ii) the power to indorse instruments required to effectuate mortgage loan payments or refunds (such as checks evidencing such payments or refunds);

FURTHER RESOLVED, that each of the following persons are hereby appointed as an Authorized Signer:

Jeanne Bader
Patricia Bracey
Robin Brodsky
Francine Bryant
Lauren Cromer
Kathleen D'Amore
Marianne Doroba
Meredith Gillespie



Kim Hagen
Lisa Hildreth
Nancy Irwin
Mark Kelbaugh
Steven Kravitz
Jacqueline Lenarski
Donna J. Lynch
Joanne P. McGrath
David J. Miller Jr
John O'Connor
Angela Pulli
Krista Radwanski
Hallie Richards
Robert Weis

it being understood that each Authorized Signer is a current employee of Subservicer;

FURTHER RESOLVED, that all acts and doings of each Authorized Signer shall in all respects be consistent with and in furtherance of the duties and obligations of Subservicer under the Agreement, as that Agreement may have been, and may hereafter be, amended, supplemented or superseded.

FURTHER RESOLVED, that each appointment of each Authorized Signer made hereunder shall automatically expire: (i) when and if these resolutions are repealed, rescinded or annulled by the Mortgage Loan Owner for any reason; (ii) upon the expiration or earlier termination of the Agreement; or (iii) when MGC delivers written notice to Subservicer of such repeal, rescission or annulment; and an Authorized Signer's appointment hereunder shall automatically terminate upon: (1) the termination of the employer-employee relationship between the Authorized Signer and Subservicer; or (2) upon the resignation of the Authorized Signer, delivered to Subservicer or to MGC directly.

FURTHER RESOLVED, that no present or future Authorized Signer: (i) shall ever be deemed to be an officer or employee of MGC or the Mortgage Loan Owner for any purpose; (ii) shall ever be entitled to compensation of any kind or type from MGC or the Mortgage Loan Owner; and (iii) shall ever be entitled to any benefits whatsoever granted by MGC or the Mortgage Loan Owner by law or regulation to other officers, directors or employees of MGC or the Mortgage Loan Owner.

FURTHER RESOLVED, that this resolution shall be considered repealed and of no further effect upon the termination or expiration of the Agreement.

IN WITNESS HEREOF, the undersigned has duly executed this Written Consent to be effective as of the date first indicated above.

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D. Andrew Beal, Sole Director



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Shelby Cnty Judge of Probate, AL
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