

Document 2008 2223

Book 2008 Page 2223 Type 06 008 Pages 6

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LISA SMITH: COUNTY RECORDER  
MADISON IOWA

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✓ Preparer/Return to: Brian G. Sayer, Dunakey & Klatt, P.C.  
531 Commercial Street, Ste 250, Waterloo, Iowa 50701 (319) 232-3304

Grantor: Argent Mortgage Company, LLC

Grantee: Deutsche Bank National Trust Company, as Trustee, in trust for the registered  
holders of Argent Securities Inc., Asset-Backed Pass-Through Certificates,  
Series 2005-W5

Legal Description Lot 6 in Block 2 of Adklsons Addition, to the Town of Winterset, Madison  
County, Iowa

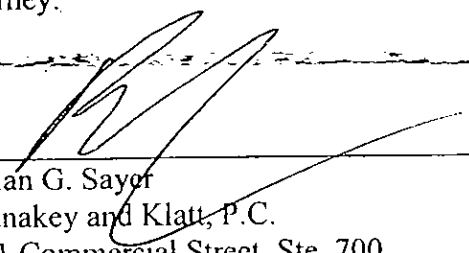
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# AFFIDAVIT

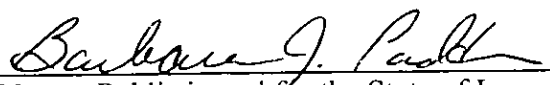
STATE OF IOWA                     )  
  )ss.  
COUNTY OF BLACK HAWK        )

I, Brian G. Sayer, a regular practicing attorney in the State of Iowa, being first duly sworn on oath, make the following statements which are true and correct as I verily believe.

1. I hereby certify that the attached Power of Attorney is a true and correct copy of the original Power of Attorney.

  
\_\_\_\_\_  
Brian G. Sayer  
Dunakey and Klatt, P.C.  
531 Commercial Street, Ste. 700  
P.O. Box 2363  
Waterloo, IA 50704-2363  
(319) 232-3304

Subscribed and sworn to before me this 13<sup>th</sup> day of June 2008.

  
\_\_\_\_\_  
Notary Public in and for the State of Iowa



## LIMITED POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PREMISES:

That Argent Mortgage Company L.L.C, a Delaware limited liability company ("Argent Mortgage") and having an office located at 1100 Town & Country Road, Ste 1100, Orange, California 92868, hath made constituted and appointed, and does by these presents make, constitute and appoint Citi Residential Lending Inc., ("Servicer") a corporation organized and existing under the laws of the State of Delaware, 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 or deeds of trust~~ (the "Mortgages" and "Deeds of Trust", respectively) and promissory notes secured thereby (the "Mortgage Notes").

This Appointment shall apply only to the following enumerated transactions and nothing herein or in the Agreements shall be construed to the contrary:

1. The modification or re-recording of a Mortgage or Deed of Trust, where said modification or re-recording is solely 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; provided that (i) said modification or re-recording, in either instance, does not adversely affect the lien of the Mortgage or Deed of Trust as insured and (ii) otherwise conforms to the provisions of the Agreement.
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 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 or requests to Argent Mortgage 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.
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 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 or Beneficiary(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 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.

9. With respect to the sale of property acquired through a foreclosure or deed-in lieu of foreclosure, including, without limitation, the execution of the following documentation:

- a. listing agreements;
- b. purchase and sale agreements;
- c. grant/warranty/quit claim deeds or any other deed causing the transfer of title of the property to a party contracted to purchase same;

- d. escrow instructions; and
  - e. any and all documents necessary to effect the transfer of property.
- 10. The modification or amendment of escrow agreements established for repairs to the mortgaged property or reserves for replacement of personal property.
  - 11. Endorse on behalf of Argent Mortgage all checks, drafts and/or negotiable instruments made payable to Argent Mortgage.

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 as fully as the undersigned might or could do, and hereby does ratify and confirm to all that said Attorney-in-Fact shall be effective as of September 2007.

This appointment is to be construed and interpreted as a limited power of attorney. The enumeration of specific items, rights, acts or powers herein is not intended to, nor does it give rise to, and it is not to be construed as a general power of attorney.

Nothing contained herein shall (i) limit in any manner any indemnification provided by the Servicer to Argent Mortgage under the Agreements, or (ii) be construed to grant the Servicer the power to initiate or defend any suit, litigation or proceeding in the name of Argent Mortgage except as specifically provided for herein. If the Servicer receives any notice of suit, litigation or proceeding in the name of Argent Mortgage, then the Servicer shall promptly forward a copy of same to Argent Mortgage.

This limited power of attorney is not intended to extend the powers granted to the Servicer under the Agreements or to allow the Servicer to take any action with respect to the Mortgages, Deeds of Trust or Mortgage Notes not authorized by the Agreements.

The Servicer hereby agrees to indemnify and hold the Argent Mortgage 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 or in connection with the exercise by the Servicer of the powers granted to it hereunder.

This Limited Power of Attorney is entered into and shall be governed by the laws of the State of New York, without regard to conflicts of law principles of such state.

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, Argent Mortgage Company LLC has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by a duly elected and authorized signatory this 6<sup>th</sup> day of September 2007.

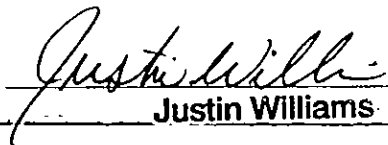
Argent Mortgage Company LLC

By: 

Name: Jeff A. George

Title: Assistant Secretary

WITNESSES:

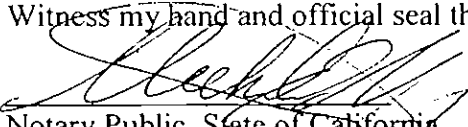
  
Justin Williams

  
Mike Dorado

STATE OF CALIFORNIA  
COUNTY OF ORANGE

Before me, Michele E. Negrete, a Notary Public in and for the jurisdiction aforesaid, on this 6<sup>th</sup> day of September 2007, personally appeared Jeff A. George, who is personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed that same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted and executed the instrument.

Witness my hand and official seal this 6<sup>th</sup> day of September 2007.

  
Notary Public, State of California  
My Commission Expires: October 4, 2008



After the recording, please mail to the attention of:

Jule Keen, Executive Vice President  
Citi Residential Lending Inc.  
10801 E. 6th Street,  
Rancho Cucamonga, CA 91730-5977