3433217

After recording, return to: Wilshire Credit Corporation 14523 SW Millikan Way, Suite 200.

Beaverton, OR 97005

LISA SMITH. COUNTY RECORDER MADISON IOWA

Document 2008 3009

Book 2008 Page 3009 Type 06 008 Pages 2 Date 10/09/2008 Time 1:28 PM

Rec Amt \$22,00

INDX **ANNO** SCAN

CHEK

Limited Power of Attorney

Washington County, Oregon 01/28/2008 04:06:28 PM

2008-007649

Crito1 Stn=19 Y LOPEZ \$10.00 \$5.00 \$11.00 - Total = \$26.00

, Richard Hobernicht, Director of Assessment and Taxation and Ex-Officio Courny Cierk for vivaeining County, Oregon, do hereby certify that the within instrument of writing was received and recorded in book of records of said county. Taxation and Ex-Officio County Clerk for Washington

Property of all county.

Richard Hobernicht, Director of Assessment a Texation, Ex-Officio County Clerk

EMP Mortgage Corporation I, a company organized under the laws of Delaware has been designated an owner of the loans and/or properties under the Servicing Agreement between EMP Mortgage Corporation I and Wilshire Credit Corporation dated as of October 1, 2007. EMP Mortgage Corporation 1, having its principal office located at 53 Forest Avenue, Old Greenwich, CT 06870, hereby makes, constitutes and appoints Wilshire Credit Corporation, having its office located at 14523 SW Millikan Way, Suite 200, Beaverton, OR 97005, its true and lawful attorney-in-fact, with full power and authority to sign, execute, acknowledge, deliver, file or 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 promissory notes secured thereby (the "Mortgage Notes") in the name of EMP Mortgage Corporation I for which Wilshire Credit Corporation is acting as Servicer.

This appointment shall apply to the following enumerated transactions only:

- The modification or re-recording of a Mortgage or Deed of Trust, where said modification or re-recordings 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.
- The modification or re-recording of a Mortgage or Deed of Trust, where said modification is for the purpose of curing a delinquency.
- 3. The subordination of the lien of a Mortgage or Deed of Trust to a lien that is replacing a lien existing as of the date of the Mortgage or Deed of Trust or 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 trustees to accomplish same.
- 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 completion of loan assumption agreements.
- 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.
- 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.
- 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.
- 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.

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 lawfully do or cause to be done by authority hereof.

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.

**EMP Mortgage Corporation I** 

Name:

WITNESS

Name: Terry Smith

Title: Authorized Signatory

STATE OF Connecticut

SS.

COUNTY OF Fairfield

On this 20th day of December, 2007, before me the undersigned, Notary Public of said State, personally appeared Terry Smith, personally known to me to be duly authorized officers of EMP Mortgage Corporation I that executed the within instrument and personally known to me to be the persons who executed the within instrument on behalf of the entity therein named, and acknowledged to me such entity executed the within instrument pursuant to its by-laws.

WITNESS my hand and official seal.

Richard W. Hobernicht, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, do hereby certify this to be a true and correct copy of the original.