



Document 2012 1972

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Rec Amt \$47.00

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ANNO  
SCAN

LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

CHEK

**Power of Attorney**  
Recorder's Cover Sheet

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**Prepared by:** **Melissa Gomez**  
**Citimortgage, Inc.**  
3 First American Way  
Santa Ana, CA 92707  
Phone: (951) 893.4604

✓ **After recorded return to:** Title Services Corporation  
Attn: REO Department  
603 Commercial St  
Waterloo, IA 50701  
319-236-9002

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**Grantor:** Wilmington National Finance, Inc.

**Grantee:** Orion Financial Group, Inc.

TSC 122429

**Exhibit D**

**LIMITED POWER OF ATTORNEY**

WILMINGTON NATIONAL FINANCE, INC. (hereinafter called "Seller") hereby appoints Associates Home Equity Services, Inc. ("Purchaser"), as its true and lawful attorney-in-fact to act in the name, place and stead of Seller for the purposes set forth below. This Limited Power of Attorney is given pursuant to a certain Master Mortgage Loan Purchase Agreement by and between Seller and Associates Home Equity Services, Inc. (the "Agreement") to which reference is made for the definition of all capitalized terms herein.

Now therefore, Seller does hereby constitute and appoint Purchaser the true and lawful attorney-in-fact of Seller and in Seller's name, place, and stead with respect to each mortgage loan sold to Purchaser pursuant to the Agreement for the following, and only the following, purposes:

1. To execute, acknowledge, seal and deliver deed of trust/mortgage note endorsements, assignments of deed of trust/mortgage and other recorded documents, satisfactions/releases/reconveyances of deed of trust/mortgage, tax authority notifications and declarations, deeds, bills of sale, and other instruments of sale, conveyance, and transfer, appropriately completed, with all ordinary or necessary endorsements, acknowledgments, affidavits, and supporting documents as may be necessary or appropriate to effect its execution, delivery, conveyance, recordation or filing.
2. To negotiate Loan payment checks, hazard insurance claim checks and similar negotiable instruments received related to the Loans and take other actions incident to its ownership and servicing of the Loans.

Seller intends that this Limited Power of Attorney be coupled with an interest and is not revocable.

Seller further grants to its attorney-in-fact full authority to act in any manner both proper and necessary to exercise the foregoing powers, and ratifies every act that Purchaser may lawfully perform in exercising those powers by virtue hereof. Seller further grants to Purchaser the limited power of substitution and revocation of another party for the purpose and only for the purpose of endorsing or assigning notes or security instruments in our name, and hereby ratifying and confirming all that the attorney in fact, or a substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers.



Purchaser shall indemnify, defend, and hold harmless Seller, its successors and assigns, from and against any and all losses, costs, expenses (including, without limitation, reasonable attorneys' fees), damages, liabilities, demand, or claims of any kind whatsoever, ("Claims") arising out of, related to, or in connection with (i) any act taken by Purchaser pursuant to this Limited Power of Attorney, which act results in a Claim solely by virtue of the unlawful use of this Limited Power of Attorney (and not as a result of a Claim related to the underlying instrument with respect to which this Limited Power of Attorney has been used), or (ii) any use or misuse of this Limited Power of Attorney in any manner or by any person or entity not expressly authorized hereby.

IN WITNESS WHEREOF, Seller has executed this Limited Power of Attorney this August 31, 2000.

SELLER Wilmington National Finance, Inc.

By: \_\_\_\_\_

Name: JOSEPH S. MARIANO

Title: PRESIDENT & CEO

Witnesses:

[Signature]



STATE OF  
COUNTY OF

§  
§  
§

PA  
Montgomery

BEFORE ME, STEPHEN G. DEBLASIO, a Notary Public in and for the jurisdiction aforesaid, on this 31 day of AUGUST, 2000, personally appeared Sergio Schiarro, who is personally known to me to be CEO / President. The person who executed the foregoing instrument to be his/ her free and voluntary act and deed as Principal for the uses, purposes and consideration there in set forth.

Witness my hand and official seal this 31 of Augst, 2000.

My Commission Expires:

Notarial Seal  
Stephen G. DeBlasio, Notary Public  
East Norriton Twp., Montgomery County  
My Commission Expires Jan. 19, 2004  
Member, Pennsylvania Association of Notaries



## APPOINTMENT OF SUBSTITUTE UNDER POWER OF ATTORNEY

To All Whom These Presents Shall Come, Greeting:

Whereas, **Wilmington National Finance, Inc.**, by a power of attorney under its hand, appointed the undersigned, Associates Home Equity Services, Inc., its attorney in fact for it and in its name, with limited power of substitute to appoint another to endorse or assign notes or security instruments in **Wilmington National Finance, Inc.**

Now, therefore, by virtue of such power, Associates Home Equity Services, Inc., hereby **appoints Orion Financial Group, Inc.**, or any of its authorized agents, employees or representatives to be the attorney in fact of the said **Wilmington National Finance, Inc.**, for it and in its name, to do and perform only the acts of endorsing or assigning those notes, contracts, and other evidence of debt and the related security instruments.

*Dawn Rickards*  
Witness: Dawn Rickards

*Enadla Trevino*  
Witness: Enadla Trevino

Associates Home Equity Services, Inc.

By: *Elaine Allred*

Name: Elaine Allred

Title: Vice President

## ACKNOWLEDGEMENT

State of Texas

County of Dallas

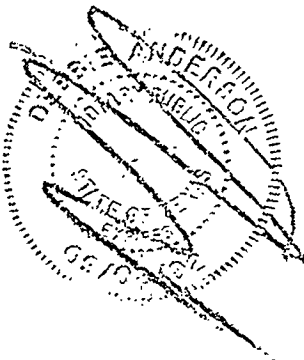
Personally appeared before me, the undersigned authority in and for the said County and State, 10/13/00, within my jurisdiction, the within named Elaine Allred who acknowledged that he/she is the Vice President of Associates Home Equity Services, Inc., and that for and on behalf of the said corporation, and as its act and deed he/she executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Witness my hand and official seal.

*Debbie Anderson*

Notary Public, Debbie Anderson

My Commission Expires: 09/08/02



TRUE AND CORRECT COPY OF  
ORIGINAL RECORD FILED IN  
TARRANT COUNTY, TEXAS  
SUCANNE NENDERSON, COUNTY CLERK

D200250901  
ORION FINANCIAL  
2860 EXCHANGE BLVD #100  
SOUTHLAKE TX 76092

-W A R N I N G-T H I S I S P A R T O F T H E O F F I C I A L R E C O R D--D O N O T D E S T R O Y

I N D E X E D -- T A R R A N T C O U N T Y T E X A S  
S U Z A N N E H E N D E R S O N -- C O U N T Y C L E R K  
O F F I C I A L R E C E I P T

T O : O R I O N F I N A N C I A L

RECEIPT NO	REGISTER	RECD-BY	PRINTED DATE	TIME
201037165	DR2A	LW	11/06/2000	08:24

	INSTRUMENT	FEED	INDEXED	TIME	
1	D200250901	WD	20001106	08:24	CK 164940
2	10 COPIES	CC			C O P I E S

T O T A L : D O C U M E N T S : 01 F E E S : 105.00

B Y: \_\_\_\_\_

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE  
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE  
IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.



TRUE AND CORRECT COPY OF  
ORIGINAL RECORD FILED IN  
TARRANT COUNTY, TEXAS  
SUZANNE HENDERSON, COUNTY CLERK



A CERTIFIED COPY,

ATTEST: August 17<sup>th</sup>, 2009

SUZANNE HENDERSON, County Clerk  
Tarrant County, Texas

BY:

 Clerk.