

2008-007387

Klamath County, Oregon



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Forsyth County, GA  
Douglas Sorrells Clerk Superior Ct

BK 4908 PG 415-417

When recorded, return to:

DOCX, LLC  
1111 Alderman Drive  
Suite 350  
Alpharetta, GA 30005

589-3441979 EMCASOVI

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, pursuant to the terms of the Amended and Restated Forward Commitment Flow Mortgage Loan Purchase and Servicing Agreement dated as of March 4, 2003 (the "Agreement"), between Union Federal Bank of Indianapolis ("Union Federal") and EMC Mortgage Corporation ("EMC"), Union Federal is selling certain mortgage loans (the "Mortgage Loans") to EMC;

AND WHEREAS, Union Federal is providing this Limited Power of Attorney pursuant to the Agreement;

NOW, THEREFORE, Union Federal does hereby make, constitute and appoint EMC, Union Federal's true and lawful agent and attorney-in-fact with respect to each Mortgage Loan in Union Federal's name, place and stead:

- (i) to complete (to the extent necessary) and to cause to be submitted for filing or recording in the appropriate public filing or recording offices, all assignments of mortgage, deeds of trust or similar documents, assignments or reassignments of rents, leases and profits, in each case in favor of EMC, and all Form UCC-2 or UCC-3 assignments of financing statements and all other comparable instruments or documents with respect to the Mortgage Loans which are customarily and reasonably necessary or appropriate to assign agreements, documents and instruments pertaining to the Mortgage Loans, and to evidence, provide notice of and perfect such assignments and conveyances in favor of EMC in the public records of the appropriate filing and recording offices;
- (ii) to file or record in the appropriate public filing or recording offices, all other Mortgage Loan documents to be recorded under the terms of the Agreement or any such Mortgage Loan which have not been submitted for filing or recordation by Union Federal on or before the date hereof or which have been so submitted but are subsequently lost or returned unrecorded or unfiled as a result of actual or purported defects therein, in order to evidence, provide notice of and perfect such documents in the public records of the appropriate filing and recording offices; and
- (iii) to do and perform all acts in connection with the servicing, administration and management of the Mortgage Loans, including but not limited to:
  - (1) execute and deliver customary consents or waivers and other instruments and documents,
  - (2) consent to transfers of any Mortgaged Property and assumptions of the Mortgage Notes and related Mortgages,

- (3) collect any insurance proceeds and other liquidation proceeds,
- (4) effectuate foreclosure or other conversion of the ownership of the Mortgaged Property securing any Mortgage Loan,
- (5) execute and deliver any and all instruments of satisfaction or cancellation or of partial or full release or discharge and all other comparable instruments, with respect to the Mortgage Loans, and with respect to the Mortgaged Properties, and
- (6) execute all documents customarily and reasonably necessary and appropriate for the transfer post-foreclosure of the previously Mortgaged Properties to third parties, and then to collect the sales proceeds from that transfer.

The enumeration of particular powers herein is not intended in any way to limit the grant to EMC as Union Federal's attorney-in-fact of full power and authority with respect to the Mortgage Loans to complete (to the extent necessary), file and record any documents, instruments or other writings referred to above as fully, to all intents and purposes, as Union Federal might or could do if personally present, hereby ratifying and confirming whatsoever such attorney-in-fact shall and may do by virtue hereof; and Union Federal agrees and represents to those dealing with such attorney-in-fact that they may rely upon this Limited Power of Attorney until termination thereof under the provisions of Article III below. Any and all third parties dealing with EMC as Union Federal's attorney-in-fact may rely completely, unconditionally and conclusively on the authority of EMC, as applicable, and need not make any inquiry about whether EMC is acting pursuant to the Agreement. Any purchaser, title insurance company or other third party may rely upon a written statement by EMC that any particular Mortgage Loan or related mortgaged real property in question is subject to and included under this Limited Power of Attorney and the Agreement.

Any act or thing lawfully done hereunder by EMC shall be binding on Union Federal and Union Federal's successors and assigns.

This Limited Power of Attorney shall continue in full force and effect until the earliest occurrence of any of the following events:

- (i) the transfer by EMC of its servicing obligations under the Agreement to another servicer;
- (ii) with respect to any Mortgage Loan, such Mortgage Loan is no longer a part of the Agreement; and
- (iii) the termination of the Agreement in accordance with its terms.

Nothing herein shall be deemed to amend or modify the Agreement or the respective rights, duties or obligations of Union Federal under the Agreement, and nothing herein shall constitute a waiver of any rights or remedies thereunder.

Capitalized terms used but not defined herein have the respective meanings assigned thereto in the Agreement.

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GEORGIA FORSYTH COUNTY

I, Douglas Sorrells, Clerk Superior Court in and for said County, do hereby certify that this is a true and correct copy of the original that appears on record Deed Record

BK-4908, Pg 415-417 POA this office  
Given under my official signature and the seal of said Court,  
this 28<sup>th</sup> day of September 20 07

By Douglas Sorrells Clerk  
Deputy Clerk  
Forsyth Superior Court