

2008-010354

Klamath County, Oregon



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07/18/2008 03:12:43 PM

Fee: \$36.00

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**RECORDING COVER SHEET**

THIS COVER SHEET HAS BEEN PREPARED BY THE PERSON PRESENTING THE ATTACHED INSTRUMENT FOR RECORDING. ANY ERRORS IN THIS COVER SHEET DO NOT AFFECT THE TRANSACTION(S) CONTAINED IN THE INSTRUMENT ITSELF.

**After Recording Return To:**

SELECT PORTFOLIO SERVICING, INC.  
DOCUMENT CONGTROL DEPARTMENT  
PO BOX 65250  
SALT LAKE CITY, UT 84165-0250

**1. Name(s) of the Transaction(s):**

POWER OF ATTORNEY

**2. Direct Party (Grantor):**

DLJ MORTGAGE CAPITAL, INC.

**3. Indirect Party (Grantee):**

SELECT PORTFOLIO SERVICING, INC. (FKA) ("SPS"), FKA FAIRBANKS CAPITAL CORP

**4. True and Actual Consideration Paid:**

N/A

**5. Legal Description:**

N/A

3/1/08

RECORDING REQUESTED BY:  
 Select Portfolio Servicing, Inc.  
 Document Control Department  
 P.O. Box 65250  
 Salt Lake City, UT 84165-0250

9731714  
 05/23/2006 12:00 PM \$12.00  
 Book - 9297 Pg - 8159-8160  
 GARY W. OTT  
 RECORDER, SALT LAKE COUNTY, UTAH  
 SELECT PORTFOLIO SERVICING  
 PO BOX 65250 PO BOX 65250  
 SLC UT 84165  
 BY: SAM, DEPUTY - WI 2 P. SLC UT  
 84165

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### LIMITED POWER OF ATTORNEY

#### KNOW ALL MEN BY THESE PRESENT:

That DLJ Mortgage Capital, Inc., a corporation organized and existing under the laws of the State of Delaware, hereby constitutes and appoints Select Portfolio Servicing, Inc. ("SPS"), fka Fairbanks Capital Corp., having its principal office located at 3815 South West Temple, Salt Lake City, Utah 84115, organized and existing under the laws of the State of Utah, its true and lawful Attorney-in-Fact with only such power and authority as is expressly enumerated and hereby conferred in its name, place and stead and for its use and benefit, to make, sign, endorse, execute, acknowledge, deliver, file for record and record any such instruments 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") for which SPS is acting in the capacity as Servicer, Sub-Servicer, Special Servicer or master Servicer.

This appointment shall apply to the following transactions:

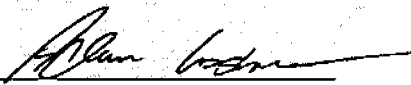
1. The modification or re-recording of a Mortgage at the written request of DLJ Mortgage Capital, Inc. or its designee (the "Owner") of the Mortgage or the title company that insured the Mortgage, where said modifications or re-recording is solely for the purpose of correcting the Mortgage to conform to the original intent of the parties thereto or to correct title errors discovered after such title insurance was issued and said modification or re-recording, in either instance, does not adversely affect the lien of the Mortgage as insured;
2. The subordination of the lien of a Mortgage to an easement in favor of a public utility company or a governmental agency or unit with powers of eminent domain. This section shall not extend to the execution of partial satisfactions/releases, partial reconveyance or the execution of request to the Owner to accomplish same;
3. With respect to a Mortgage, the foreclosure, the taking of a deed in lieu of foreclosure, or the commencement and completion of judicial or non-judicial foreclosure proceedings, cancellation or rescission of same, including, without limitation, any of the following acts:
  - a. The substitution of trustee(s) serving under a deed of trust in accordance with applicable law and the deed of trust;
  - b. Statements of breach or non-performance;
  - c. Notices of default;
  - d. Cancellations/rescissions of notices of default and/or notices of sale;
  - e. The taking of a deed in lieu of foreclosure; and
  - f. Such other documents and actions as may be necessary under the terms of the mortgage, deed of trust or state law to expeditiously complete said transactions;


provided, however, that the authority to enter into on behalf of the Owner, any judgment, settlement or decree for a certain sum payable by us is expressly reserved by us and is not delegated by this Limited Power of Attorney.
4. Filing proofs of claim and pleadings and similar instruments as may be usual and customary in connection with judicial proceedings to enforce, perfect or protect the interest of the Owner in the mortgage loans;
5. The full satisfaction/release of a Mortgage (or assignment of mortgage without recourse) or requests to the Owner for a full reconveyance upon payment and discharge of all sums secured thereby; this section shall not extend to the execution or partial satisfaction/releases, partial reconveyance or the execution of requests to the Owner to accomplish same.
6. The disposition of properties, which secured a mortgage loan, the title to which is acquired in the normal course of servicing, including but not limited to:

- a. listing agreements;
- b. earnest money contracts;
- c. deeds of conveyance; and
- d. ancillary closing documents.

7. Endorsement or negotiation of checks, money orders, drafts, cashiers checks and similar media of payment of deposit in the appropriate custodial account.

The undersigned gives to SPS full power of authority to execute such instruments and to do and perform all and every act and thing requisite, necessary and proper to carry into effect the express power or powers granted by or under this Limited Power of Attorney, the Mortgage Servicing Purchase Agreement, dated August 14, 2002, among Olympus, SPS, DLJ Mortgage Capital, Inc. and SPS Holding Corp. fka Fairbanks Capital Holding Corp., or the Transition Services Agreement, dated August 30, 2003 among Olympus, SPS, and DLJ Mortgage Capital, Inc., as fully, to all intents and purposes, as the undersigned might or could do, and hereby does ratify and confirm all that SPS shall lawfully do or cause to be done by authority hereof.

  
 Name: A. Adam Loskove  
 WITNESS

  
 Name: Anjali Kumar  
 WITNESS

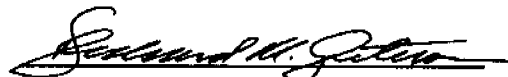
DLJ Mortgage Capital, Inc.

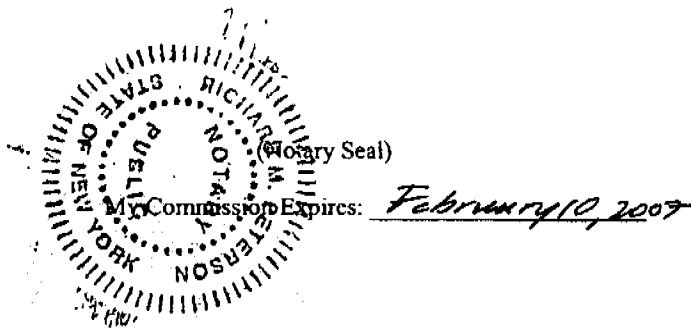
BY:   
 Name: Bruce S. Kaiserman  
 Title: Vice President

STATE OF NEW YORK )  
 ) SS  
 COUNTRY OF NEW YORK )

On this 10<sup>th</sup> day of May, 2006, before me, a Notary Public in and for said County and State, personally appeared Bruce S. Kaiserman, personally known to me to be the person whose name is subscribed to the foregoing instrument and, first being by me duly sworn did state that he is a Vice President of DLJ Mortgage Capital, Inc. and that the above instrument was execute on behalf of DLJ Mortgage Capital, Inc. for the purpose therein stated and was the free act and deed of DLJ Mortgage Capital, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal and the day and year last above written.

  
 Notary Public



RICHARD M. PETERSON  
 NOTARY PUBLIC, State of New York  
 No. 01-PE6087209  
 Qualified in New York County  
 Commission Expires February 10, 2007

Unofficial  
Copy

JUN 12 2008

State of Utah  
County of Salt Lake

I, the undersigned Recorder of Salt Lake County, Utah do hereby certify that by law I have the custody of a seal and all papers, documents, records and other writings required or permitted by law to be recorded and that the annexed and foregoing is a true and full copy of an original document on file as such Recorder

Witness my hand and seal of said Recorder this

\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
GARY W. OTT, RECORDER

Amanda Garay  
Deputy  
Amanda Garay