

NOTC 88318

2011-006116

Klamath County, Oregon



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**WHEN RECORDED RETURN TO:**

Specialized Loan Servicing, LLC  
8742 Lucent Blvd. Ste 575  
Highlands Ranch, CO 80021

05/13/2011 03:33:16 PM

Fee: \$47.00

**DOCUMENT TITLE(S)**

**Limited Power of Attorney**

**GRANTOR(S):**

**ARCH BAY HOLDINGS, LLC – SERIES 2009D**

**GRANTEE(S):**

**SPECIALIZED LOAN SERVICING LLC**

LPB 01-05

47ADW

## LIMITED POWER OF ATTORNEY

This Limited Power of Attorney is made in connection with that certain Servicing Agreement by and between Arch Bay Holdings, LLC – Series 2009D (the “Owner”) and Specialized Loan Servicing LLC, a Delaware LLC (the “Servicer”) dated as of January 12, 2010 (the “Servicing Agreement”).

Owner hereby makes, constitutes and appoints Servicer for Owner’s benefit and in Owner’s name, place, and stead, Owner’s true and lawful attorney-in-fact, with full power of substitution, to act in any manner necessary and proper to exercise the servicing and administrative powers set forth in the Servicing Agreement with respect to those loans transferred to Servicer pursuant to the terms of the Servicing Agreement. This appointment shall not be assigned to any third party by Servicer without the written prior consent of Owner and this Limited Power of Attorney shall survive for a period not to exceed two years past the date herein.

Nothing herein shall give any attorney-in-fact the rights or powers to negotiate or settle any suit, counterclaim or action against Owner. If the Servicer receives any notice of suit, litigation or proceeding in the name of the Owner, then the Servicer shall forward a copy of same to the Owner within a reasonable period of time. Owner will not be responsible for inspection of any items being executed pursuant to this Limited Power of Attorney and as such, is relying upon the Servicer to undertake whatever procedures may be necessary to confirm the accuracy of such items.

Any third party may rely upon a copy of this Limited Power of Attorney, to the same extent as if it were an original, and shall be entitled to rely on a writing signed by the Servicer to establish conclusively the identity of a particular right, power, capacity, asset, liability, obligation, property, loan or commitment of Servicer for all purposes of this Limited Power of Attorney.

Servicer shall not be obligated to furnish bond or other security in connection with its actions hereunder. The Servicer hereby agrees to indemnify and hold Owner 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. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the Agreement or the earlier resignation or removal of any Custodian or Collateral Agent referred to in the Agreement.

Owner authorizes Servicer, by and through any of its directors or officers, or any other employee who is duly authorized by Servicer to certify, deliver and/or record copies and originals of this Limited Power of Attorney. Servicer’s employees executing such documents in the name of Owner necessary to properly service and administer mortgage loans must hold the office of Assistant Vice President or higher.

If any provision of this Limited Power of Attorney shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions hereof shall not be affected thereby. 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.

IN WITNESS WHEREOF, ARCH BAY HOLDINGS, LLC – SERIES 2009D, as Owner, has caused these presents to be signed and acknowledged in its name and behalf by a duly elected and authorized signatory this 18th day of October, 2010.

ARCH BAY HOLDINGS, LLC – SERIES 2009D

By: 

Name: Steven Davis

Title: Chief Financial Officer



Witness:

Printed Name: Theresa Conner

Witness:

Printed Name: Patrick McFawn

STATE OF CALIFORNIA  
COUNTY OF ORANGE

On October 18, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Steven Davis of ARCH BAY HOLDINGS, LLC – SERIES 2009D, as Owner, personally known to me to be the person whose name is subscribed to the within instrument and acknowledge 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.

[NOTARIAL SEAL] 

Notary Public

My Commission Expires:

