

2013-011499

Klamath County, Oregon



00143552201300114990070077

10/10/2013 08:56:16 AM

Fee: \$67.00

**RECORDING COVER SHEET (Please Print or Type)**

This cover sheet was prepared by the person presenting the instrument for recording. The information on this sheet is a reflection of the attached instrument and was added for the purpose of meeting first page recording requirements in the State of Oregon, ORS 205.234, and does NOT affect the instrument.

THIS SPACE RESERVED FOR USE BY  
THE COUNTY RECORDING OFFICE

**AFTER RECORDING RETURN TO:**

FINANCIAL DIMENSIONS, INC.

1400 Lebanon Church Road

Pittsburgh PA 15236

908475-3

**1) TITLE(S) OF THE TRANSACTION(S) ORS 205.234(a)**

Limited Power of Attorney

**2) DIRECT PARTY / GRANTOR(S) ORS 205.125(1)(b) and 205.160**

Deutsche Bank Trust Company Americas

**3) INDIRECT PARTY / GRANTEE(S) ORS 205.125(1)(a) and 205.160**

Owen Loan Servicing, LLC

**4) TRUE AND ACTUAL CONSIDERATION**

ORS 93.030(5) – Amount in dollars or other

\$

☐ Other**5) SEND TAX STATEMENTS TO:****6) SATISFACTION of ORDER or WARRANT**

ORS 205.125(1)(c)

CHECK ONE:

(If applicable)

☐

FULL

☐

PARTIAL

**7) The amount of the monetary obligation imposed by the order or warrant. ORS 205.125(1)(c)**

\$

**8) If this instrument is being Re-Recorded, complete the following statement, in accordance with ORS 205.244: "RERECORDED TO CORRECT**

PREVIOUSLY RECORDED IN

BOOK \_\_\_\_ AND PAGE \_\_\_\_, OR AS FEE NUMBER \_\_\_\_."

**When Recorded Mail To:**

Financial Dimensions, Inc.  
1400 Lebanon Church Road  
Pittsburgh, PA 15236

908475-3

9067

**LIMITED POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, that Deutsche Bank Trust Company Americas, a New York banking corporation, incorporated and existing under the laws of the State of New York, and having its usual place of business at 1761 East St. Andrew Place, Santa Ana, California, 92705, as Indenture Trustee (the "Indenture Trustee") pursuant to those certain servicing agreements between, among others, the Indenture Trustee and Saxon Mortgage Services, Inc., as Servicer relating to the trusts referenced in Exhibit A attached hereto (each a "Servicing Agreement") hereby constitutes and appoints Ocwen Loan Servicing, LLC as Subservicer (the "Subservicer") pursuant to the Subservicing Agreement dated as of October 29, 2009, by and between Saxon Mortgage Services, Inc. and Ocwen Loan Servicing, LLC (the "Subservicing Agreement") (the Subservicing Agreement and the Servicing Agreements, collectively referred to herein as the "Agreements"), by and through the Subservicer's officers, the Indenture Trustee's true and lawful Attorney-in-Fact, in the Indenture Trustee's name, place and stead and for the Indenture Trustee's benefit, in connection with all mortgage loans serviced by the Subservicer pursuant to the Agreements solely for the purpose of performing such acts and executing such documents in the name of the Indenture Trustee necessary and appropriate to effectuate the following enumerated transactions in respect of any of the mortgages, deeds of trust, or security deeds (the "Security Instrument") and promissory notes secured thereby (the "Mortgage Notes") for which the undersigned is acting as Indenture Trustee for various holders under the respective Servicing Agreements (whether the undersigned is named therein as mortgagee or beneficiary or has become mortgagee by virtue of endorsement of the Mortgage Note secured by any such Security Instrument) and for which Ocwen Loan Servicing, LLC is acting as the Subservicer.

This Appointment shall apply only to the following enumerated transactions and nothing herein or in the Agreement shall be construed to the contrary:

1. The modification or re-recording of a Security Instrument, where said modification or re-recording is solely for the purpose of correcting the Security Instrument to conform same to the original intent of the parties thereto or to correct title errors discovered after such title insurance was issued; provided that (i) said modification or re-recording, in either instance, does not adversely affect the lien of the Security Instrument as insured and (ii) otherwise conforms to the provisions of the Agreements.
2. The subordination of the lien of a Security Instrument to 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 Indenture Trustee to accomplish same.
3. 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.
4. The completion of loan assumption agreements.

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5. The full satisfaction/release of a Security Instrument or full conveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.
6. The assignment of any Security Instrument and the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby.
7. The full assignment of a Security Instrument 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.
8. With respect to a Security Instrument, 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 Indenture Trustee serving under a Security Instrument, in accordance with state law and the Security Instrument;
  - 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 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 Security Instrument or state law to expeditiously complete said transactions in paragraphs 8.a. through 8.e. above.
9. With respect to the sale of property acquired through a foreclosure or deed-in lieu of foreclosure, including, without limitation, the execution of the following documentation:
  - a. listing agreements;
  - b. purchase and sale agreements;
  - c. grant/warranty/quit claim deeds or any other deed causing the transfer of title of the property to a party contracted to purchase same;
  - d. escrow instructions; and
  - e. any and all documents necessary to effect the transfer of property.
10. The modification or amendment of escrow agreements established for repairs to the mortgaged property or reserves for replacement of personal property.

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 be effective as of **December 28, 2009**.

This appointment is to be construed and interpreted as a limited power of attorney. The enumeration of specific items, rights, acts or powers herein is not intended to, nor does it give rise to, and it is not to be construed as a general power of attorney.

Nothing contained herein shall (i) limit in any manner any indemnification provided by the Subservicer to the Indenture Trustee under any of the Agreements, or (ii) be construed to grant the Subservicer the power to initiate or defend any suit, litigation or proceeding in the name of Deutsche Bank Trust Company Americas except as specifically provided for herein. If the Subservicer receives any notice of suit, litigation or proceeding in the name of Deutsche Bank Trust Company Americas or Bankers Trust Company, then the Subservicer shall promptly forward a copy of same to the Indenture Trustee.

This limited power of attorney is not intended to extend the powers granted to the Subservicer under the Agreements or to allow the Subservicer to take any action with respect to Security Instrument or Mortgage Notes not authorized by the Agreements.

The Subservicer hereby agrees to indemnify and hold the Indenture Trustee 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 Subservicer of the powers granted to it hereunder. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the Agreements or the earlier resignation or removal of the Indenture Trustee under any of the Agreements.

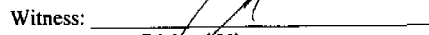
This Limited Power of Attorney is entered into and shall be governed by the laws of the State of New York, without regard to conflicts of law principles of such state.

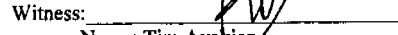
Third parties without actual notice may rely upon the exercise of the power granted under this Limited Power of Attorney; and may be satisfied that this Limited Power of Attorney shall continue in full force and effect and has not been revoked unless an instrument of revocation has been made in writing by the undersigned.

IN WITNESS WHEREOF, Deutsche Bank Trust Company Americas, as Indenture Trustee has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by a duly elected and authorized signatory this 28th day of December, 2009.

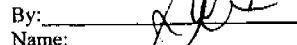
Deutsche Bank Trust Company Americas, as Indenture Trustee

By:   
Name: Barbara Campbell  
Title: Vice President

Witness:   
Name: Richard Vieta  
Title: Trust Administrator

Witness:   
Name: Tim Avakian  
Title: Trust Administrator

Acknowledged and Agreed  
Ocwen Loan Servicing, LLC, as Subservicer

By:   
Name:  
Title: **SCOTT W. ANDERSON**  
Senior Vice President

STATE OF CALIFORNIA  
COUNTY OF ORANGE

On December 28, 2009, before me, the undersigned, Rosa Mendez, a Notary Public in and for said state, personally appeared **Barbara Campbell**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that **she** executed that same in **her** authorized capacity, and that by **her** signature on the instrument the entity upon behalf of which the person acted and executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.  
(SEAL)



  
Notary Public, State of California

**EXHIBIT A**

Sale and Servicing Agreement, dated as of May 1, 2005, among Saxon Asset Securities Trust 2005-2, as Issuer, Saxon Asset Securities Company, as Depositor, Saxon Funding Management, Inc., as Master Servicer, Inc., Saxon Mortgage Services, Inc., as Servicer, and Deutsche Bank Trust Company of Americas, as Indenture Trustee.

Sale and Servicing Agreement, dated as of September 1, 2005, among Saxon Asset Securities Trust 2005-3, as Issuer, Saxon Asset Securities Company, as Depositor, Saxon Funding Management, Inc., as Master Servicer, Inc., Saxon Mortgage Services, Inc., as Servicer, and Deutsche Bank Trust Company of Americas, as Indenture Trustee.

Sale and Servicing Agreement, dated as of April 1, 2006, among Saxon Asset Securities Trust 2006-1, as Issuer, Saxon Asset Securities Company, as Depositor, Saxon Funding Management, Inc., as Master Servicer, Inc., Saxon Mortgage Services, Inc., as Servicer, and Deutsche Bank Trust Company of Americas, as Indenture Trustee.

Sale and Servicing Agreement, dated as of February 1, 2004, among Saxon Asset Securities Trust 2004-1, as Issuer, Saxon Asset Securities Company, as Depositor, Saxon Funding Management, Inc., as Master Servicer, Inc., Saxon Mortgage Services, Inc., as Servicer, and Deutsche Bank Trust Company of Americas, as Indenture Trustee.

Sale and Servicing Agreement, dated as of July 1, 2004, among Saxon Asset Securities Trust 2004-2, as Issuer, Saxon Asset Securities Company, as Depositor, Saxon Funding Management, Inc., as Master Servicer, Inc., Saxon Mortgage Services, Inc., as Servicer, and Deutsche Bank Trust Company of Americas, as Indenture Trustee.

Sale and Servicing Agreement, dated as of October 1, 2004, among Saxon Asset Securities Trust 2004-3, as Issuer, Saxon Asset Securities Company, as Depositor, Saxon Funding Management, Inc., as Master Servicer, Inc., Saxon Mortgage Services, Inc., as Servicer, and Deutsche Bank Trust Company of Americas, as Indenture Trustee.

Sale and Servicing Agreement, dated as of January 1, 2005, among Saxon Asset Securities Trust 2005-1, as Issuer, Saxon Asset Securities Company, as Depositor, Saxon Funding Management, Inc., as Master Servicer, Inc., Saxon Mortgage Services, Inc., as Servicer, and Deutsche Bank Trust Company of Americas, as Indenture Trustee.

Exhibit "A"

Morgan Stanley ABS Capital I Inc. Trust 2007-Nc4 Mortgage Pass Through Certificates, Series 2007-NC4  
 Saxon Asset Securities Trust 2007-3 Mortgage Loan Asset Backed Certificates, Series 2007-3  
 Equifirst Mortgage Loan Trust 2004-2 Asset-Backed Certificates, Series 2004-2  
 Equifirst Mortgage Loan Trust 2005-1 Asset-Backed Certificates, Series 2005-1  
 Morgan Stanley ABS Capital I Inc. Trust 2007-HE1 Mortgage Pass-Through Certificates, Series 2007-HE1  
 Morgan Stanley Home Equity Loan Trust 2007-2 Mortgage Pass Through Certificates, Series 2007-2  
 Deutsche Bank National Trust Company, Mortgage Pass-Through Certificates, Series 2007-Nc3  
 Morgan Stanley ABS Capital I Inc. Trust 2007-HE5 Mortgage Pass-Through Certificates, Series 2007-He5  
 Morgan Stanley ABS Capital I Inc. Trust 2007-HE6 Mortgage Pass-Through Certificates, Series 2007-HE6  
 Morgan Stanley ABS Capital I Inc. Trust 2007-HE7 Mortgage Pass-Through Certificates, Series 2007-HE7  
 Novastar Mortgage Funding Trust, Series 2007-2 Novastar Home Equity Loan Asset-Backed Certificates, Series 2007-2  
 Saxon Asset Securities Trust 2006-2 Mortgage Loan Asset Backed Certificates, Series 2006-2  
 Saxon Asset Securities Trust 2007-1 Mortgage Loan Asset Backed Certificates, Series 2007-1  
 Soundview Home Loan Trust 2006-EQ1 Asset-Backed Certificates, Series 2006-EQ1  
 Saxon Asset Securities Trust 2004-1 Mortgage Loan Asset Backed Notes and Certificates, Series 2004-1  
 Saxon Asset Securities Trust 2004-2 Mortgage Loan Asset Backed Notes, Series 2004-2  
 Saxon Asset Securities Trust 2004-3 Mortgage Loan Asset Backed Notes, Series 2004-3  
 Saxon Asset Securities Trust 2005-3 Mortgage Loan Asset Backed Notes, Series 2005-3  
 Saxon Asset Securities Trust 2006-1 Mortgage Loan Asset Backed Notes, Series 2006-1  
 Saxon Asset Securities Trust 2006-3 Mortgage Loan Asset Backed Notes, Series 2006-3  
 Saxon Asset Securities Trust 2005-1 Mortgage Loan Asset Backed Notes, Series 2005-1  
 Saxon Asset Securities Trust 2005-2 Mortgage Loan Asset Backed Notes, Series 2005-2  
 Saxon Asset Securities Trust 2003-3 Mortgage Loan Asset Backed Certificates, Series 2003-3  
 Saxon Asset Securities Trust 2005-4 Mortgage Loan Asset Backed Certificates, Series 2005-4

I hereby certify this document to be a true, correct and complete copy of the record filed in my office. Dated this 3<sup>rd</sup> day of July, 2013  
 County Administrator [Signature]  
 By [Signature] Deputy Clerk