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# RETURN TO AMERITITLE #510304AM

## **RECORDING COVER SHEET**

DOCUMENT TITLE: Limited Power of Attorney

DIRECT/GRANTOR: JPMorgan Chase Bank N.A.

INDIRECT/GRANTEE: Select Portfolio Servicing, Inc.

AFTER RECORDING

RETURN TO:

Fidelity National Title, 800 Willamette Street #500, Eugene, OR 97401

ADDRESS FOR TAX

STATEMENTS:

NAME: no change

ADDRESS: no change

CONSIDERATION: n/a

Recording Requested By and When Recorded Mail To:

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

11660865 06/11/2013 12:55 PM \$24.00 Book - 10148 Pa - 466-473 GARY ij., OTT RECORDER, SALT LAKE COUNTY, UTAH SELECT PORTFOLIO SERVICING PO BOX 65250 SLC UT 84165 BY: SAM, DEPUTY - WI 8 P.

Space Above for Recording Information

#### LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that JPMorgan Chase Bank, National Association (hereinafter "Master Servicer"), a national banking association organized and existing under the laws of the United States, and having its principal place of business at 1111 Polaris Parkway, Columbus, Ohio 43240, pursuant to authority granted to Master Servicer in certain agreements described in Exhibit A (individually, an "Agreement" and together, the "Agreements") and in the Limited Power of Attorney granted by Deutsche Bank National Trust Company as Trustee ("Trustee"), attached as a true and correct copy as Exhibit B, hereby constitutes and appoints Select Portfolio Servicing, Inc. (hereinafter "Sub-Servicer"), by and through its officers, as Master Servicer's true and lawful Attorney-In-Fact to act in the name, place and stead of Master Servicer, in connection with all mortgage or other loans serviced by Master Servicer pursuant to the Agreements, solely for the purpose of performing such acts and executing such documents in the name of Master Servicer in its capacity as Attorney-In-Fact for the Trustee.

This appointment shall apply only to those enumerated transactions for which the Trustee has appointed the Master Servicer as its Attorney-In-Fact pursuant to Exhibit B. Master Servicer hereby ratifies every act that Sub-Servicer may lawfully perform in exercising those powers by virtue hereof.

IN WITNESS WHEREOF, Master Servicer has executed this Limited Power of Attorney this 3<sup>rd</sup> day of May, 2013.

JPMORGAN CHASE BANK, N.A.

Name: Sean Grzebin

Title: Schior Vice President

STATE OF FLORIDA)

)SS:

COUNTY OF DUVAL)

On May 3, 2013, before me, a Notary Public in and for said State, personally appeared Sean Grzebin, known to me to be a Senior Vice President of JPMorgan Chase Bank, National Association that executed the above instrument, and also known to me to be the person who executed said instrument on behalf of such corporation and acknowledged to me that such corporation executed the within instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day,

and year in this certificate first above written.

Notary/Public

#### Exhibit A

Pooling and Servicing Agreement dated as of March 1, 2001 for Long Beach Mortgage Loan Trust 2001-1Asset-Backed Certificates, Series 2001-1 between Long Beach Securities Corp., Depositor, Long Beach Mortgage Company, Master Servicer, Bankers Trust Company of California, N.A., Trustee.

Pooling and Servicing Agreement dated as of July 1, 2001 for Long Beach Mortgage Loan Trust 2001-2 Asset-Backed Certificates, Series 2001-2 between Long Beach Securities Corp., Depositor, Long Beach Mortgage Company, Master Servicer, Federal Home Loan Mortgage Corporation, Guarantor (with respect to the Class A-1 Certificates and the Class S-1 Certificates) and Bankers Trust Company of California, N.A., Trustee.

Pooling and Servicing Agreement dated as of September 1, 2001 for Long Beach Mortgage Loan Trust 2001-3 Asset-Backed Certificates, Series 2001-3 between Long Beach Securities Corp., Depositor, Long Beach Mortgage Company, Master Servicer, Federal National Mortgage Association, Guarantor (with respect to the Class A-1 Certificates and the Class S-1 Certificates) and Bankers Trust Company of California, N.A., Trustee.

When recorded return to: JPMorgan Chase Bank, National Association 7255 Baymeadows Way Reo Dept. – FL5-7241 Jacksonville, Fl. 32256

# EXHIBIT B LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Deutsche Bank National Trust Company formerly known as Bankers Trust Company of California, N.A., a national banking association organized and existing under the laws of the United States, and having its usual place of business at 1761 East St. Andrew Place, Santa Ana, California, 92705, as Trustee (the "Trustee") pursuant to those certain Pooling and Servicing Agreements referenced on Exhibit A (the "Agreements") by and among the Trustee, Washington Mutual Bank, formerly known as Long Beach Mortgage Company, and Long Beach Securities Corp, and in accordance with the Purchase and Assumption Agreement among the FDIC as receiver of Washington Mutual Bank and JPMorgan Chase Bank, N.A. dated as of September 25, 2008, pursuant to which JPMorgan Chase Bank, N.A. assumed the servicing obligations of Washington Mutual Bank, FA under that certain Servicing Agreement dated April 1, 2001 between Washington Mutual Bank, FA and Washington Mutual Mortgage Securities Corp, hereby constitutes and appoints JPMorgan Chase Bank, N.A., as Servicer (the "Servicer"), by and through the Servicer's officers, the Trustee's true and lawful Attorney-in-Fact, in the Trustee's name, place and stead and for the Trustee's benefit, in connection with all mortgage loans serviced by the Servicer pursuant to the Agreement solely for the purpose of performing such acts and executing such documents in the name of the Trustee necessary and appropriate to effectuate the following enumerated transactions in respect of any of the mortgages or deeds of trust (the "Mortgages" and the "Deeds of Trust" respectively) and promissory notes secured thereby (the "Mortgage Notes") for which the undersigned is acting as Trustee for various certificateholders (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 Mortgage or Deed of Trust) and for which JPMorgan Chase Bank, N.A. is acting as the Servicer.

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 Mortgage or Deed of Trust, where said modification or re-recording is solely for the purpose of correcting the Mortgage or Deed of Trust 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 Mortgage or Deed of Trust as insured and (ii) otherwise conforms to the provisions of the Agreement.

- 2. The subordination of the lien of a Mortgage or Deed of Trust 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 trustees 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.
- 5. The full satisfaction/release of a Mortgage or Deed of Trust 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 Mortgage or Deed of Trust and the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby.
- 7. The full assignment of a Mortgage or Deed of Trust 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. The full enforcement of and preservation of the Trustee's interests in the Mortgage Notes, Mortgages or Deeds of Trust, and in the proceeds thereof, by way of, including but not limited to, foreclosure, the taking of a deed in lieu of foreclosure, or the completion of judicial or non-judicial foreclosure or the termination, cancellation or rescission of any such foreclosure, the initiation, prosecution and completion of eviction actions or proceedings with respect to, or the termination, cancellation or rescission of any such eviction actions or proceedings, and the pursuit of title insurance, hazard insurance and claims in bankruptcy proceedings, including, without limitation, any and all of the following acts:
  - a. the substitution of trustee(s) serving under a Deed of Trust, in accordance with state law and the Deed of Trust;
  - 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;

- f. the filing, prosecution and defense of claims, and to appear on behalf of the Trustee, in bankruptcy cases affecting Mortgage Notes, Mortgages or Deeds of Trust;
- g. the preparation and service of notices to quit and all other documents necessary to initiate, prosecute and complete eviction actions or proceedings;
- h. the tendering, filing, prosecution and defense, as applicable, of hazard insurance and title insurance claims, including but not limited to appearing on behalf of the Trustee in quiet title actions; and
- i. the preparation and execution of such other documents and performance of such other actions as may be necessary under the terms of the Mortgage, Deed of Trust or state law to expeditiously complete said transactions in paragraphs 8.a. through 8.h. 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 March 19, 2013.

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.

Solely to the extent that the Servicer has the power to delegate its rights or obligations under the Agreement, the Servicer also has the power to delegate the authority given to it by Deutsche Bank National Trust Company, as Trustee, under this Limited Power of Attorney, for purposes of performing its obligations and duties by executing such additional powers of attorney in favor of

its attorneys-in-fact as are necessary for such purpose. The Servicer's attorneys-in-fact shall have no greater authority than that held by the Servicer.

Nothing contained herein shall: (i) limit in any manner any indemnification provided to the Trustee under the Agreement, (ii) limit in any manner the rights and protections afforded the Trustee under the Agreement, or (iii) be construed to grant the Servicer the power to initiate or defend any suit, litigation or proceeding in the name of Deutsche Bank National Trust Company except as specifically provided for herein. If the Servicer receives any notice of suit, litigation or proceeding in the name of Deutsche Bank National Trust Company, then the Servicer shall promptly forward a copy of same to the Trustee.

This limited power of attorney is not intended to extend the powers granted to the Servicer under the Agreement or to allow the Servicer to take any action with respect to Mortgages, Deeds of Trust or Mortgage Notes not authorized by the Agreement.

The Servicer hereby agrees to indemnify and hold the 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 Servicer, or its attorneys-in-fact, 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 the Trustee under the Agreement.

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 National Trust Company, as 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 19<sup>th</sup> day of March 2013.

Deutsche Bank National Trust Company, as Trustee

Bv:

Name: Ronaldo Reyes Title: Vice President

Prepared by:

Name: Vaheh Bashikian

Witness: Amy McNulty

Witness: Jenny Pilapil

State of California County of Orange

On March 19, 2013, before me, Imelda Flores Notary Public, personally appeared Ronaldo Reyes, 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 he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, 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.

Notary signature

IMELDA FLORES
Commission # 1991652
Notary Public - California
Orange County
My Comm. Expires Sep 20, 2016

### EXHIBIT A

Pursuant to those certain Pooling and Servicing Agreements referenced below (the Agreements") by and among the Trustee, JPMorgan Chase Bank, N.A., as successor in interest to Washington Mutual Bank, formerly known as Long Beach Mortgage Company, as Servicer, and Long Beach Securities Corp, as Depositor.

Agreements	Dated
LONG BEACH MORTGAGE LOAN TRUST 2001-1	March 1, 2001
LONG BEACH MORTGAGE LOAN TRUST 2001-2	July 1, 2001
LONG BEACH MORTGAGE LOAN TRUST 2001-3	September 1, 2001