

APN # N/A

Recording Requested By:

Name Wilshire Credit Corp

Address 14523 SW Millikan Way #200

City/State/Zip Beaverton, OR 97005

BOOK **438** PAGE **182-185**
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Stewart Title
2006 JUN 20 PM 2:45

EUREKA COUNTY, NEVADA
M.N. REBALEATI, RECORDER
FILE NO. FEES **4/00**

205310

Limited Power of Attorney
(Title of Document)

COPY

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fees applies)

Eureka, NV

Record and Return To:
Wilshire Credit Corporation
14523 SW Millikan Way, #200
Beaverton, OR 97005
ATTN: Title Services

Washington County, Oregon 2005-053508

05/12/2005 03:01:14 PM

D-PA Crg=1 Stn=19 K BARNEY

\$15.00 \$6.00 \$11.00 - Total = \$32.00



00768819200500535080030030

I, Jerry Hanson, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, Oregon, do hereby certify that the within instrument of writing was received and recorded in the book of records of said county.



Jerry Hanson
Jerry R. Hanson, Director of Assessment and Taxation, Ex-Officio County Clerk

Limited Power of Attorney

This Limited Power of Attorney is executed as of December 20, 2004, by **HOMEcomings FINANCIAL NETWORK, INC.**, having an office at 9350 Waxie Way, 1st Floor, San Diego, California 92123 ("Owner"), appointing as attorney-in-fact **WILSHIRE CREDIT CORPORATION**, having an office at 14523 SW Millikan Way, Suite 200, Beaverton, OR 97005 ("Wilshire").

RECITALS:

A. Owner and Wilshire entered into a Residential Flow Servicing Agreement ("Servicing Agreement") effective as of December 6, 2001, pursuant to which Wilshire will service certain mortgage loans and/or REO Properties as more particularly described on the schedules provided to Wilshire by Owner (collectively, "Mortgage Loans") on behalf of the Owner;

B. In connection with Wilshire's performance of such functions, Wilshire has requested that the Owner authorize Wilshire to execute certain documents on the Owner's behalf as further described herein.

Wilshire is authorized to act as attorney-in-fact in the following limited circumstances:

Owner hereby appoints Wilshire as its attorney-in-fact, with full power of substitution, to exercise at any time all or any of the following powers: (i) to execute on behalf of Owner any documents or instruments necessary to collect payments against, to liquidate or cancel any mortgage subject to the Servicing Agreement in accordance with such Servicing Agreement, and to otherwise manage and service the Mortgage Loans and properties in accordance with the Servicing Agreement; (ii) to execute on behalf of Owner any assignments, documents or instruments necessary to assign, convey, or otherwise transfer its interest in the Mortgage Loans as per the Servicing Agreement; (iii) to execute documents on behalf of Owner in connection with any bankruptcy or receivership of a mortgagor whose Mortgage Loan is subject to the Servicing Agreement; (iv) to execute on behalf of Owner any documents necessary to carry out foreclosure of any mortgaged property securing a Mortgage Loan subject to the Servicing Agreement, (v) to execute on behalf of the Owner any necessary documents to effectuate an eviction, unlawful detainer or similar dispossessory proceeding, and (vi) to execute on behalf of Owner any documents necessary for the offer, listing, closing of sale and conveyance of real estate owned ("REO") property in accordance with the terms of the Servicing Agreement. This limited power of attorney is not intended to extend the powers granted to Wilshire under the Servicing Agreement or to allow Wilshire to take any action with respect to a Mortgage Loan not authorized by the Servicing Agreement.

C. Owner represents that any bank, title company, courts, governmental agencies, or other institutions may rely on this Limited Power of Attorney in honoring the acts of Wilshire



hereunder.

D. Wilshire hereby agrees to indemnify and hold the 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 Wilshire of the powers granted to it hereunder. The foregoing indemnity shall survive the termination of this Limited Power of Attorney.

E. This Limited Power of Attorney is entered into and shall be governed by the laws of the state of California. To the extent permitted by other applicable law, the terms and provisions of this Agreement shall control in the event of any conflict between such terms or provisions.

F. This Limited Power of Attorney shall terminate on the termination of the Servicing Agreement and shall not apply to a Mortgage Loan that has been transferred into a security or otherwise conveyed to a third party by Owner.

IN WITNESS WHEREOF, the parties have executed this Limited Power of Attorney on the day and year first above written.

HomeComings Financial Network, Inc.

By: _____

Title: Senior Vice President

By: _____

Title: _____

Witness: _____

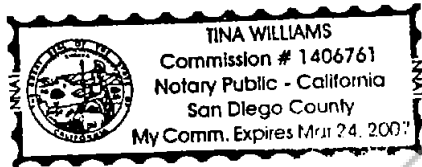
Witness: _____



2005-53508

State of California)
: SS.
County of San Diego)

On the 20th day of December 2004, before me, a Notary Public in and for said county, personally appeared Karlyn R Kent personally known to me to be the person whose name is subscribed to the preceding instrument and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument the persons or the entities upon behalf of which the person acted.



Tina Williams
Tina Williams, Notary Public



I, *Jerry R. Hanson*, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, do hereby certify this to be a true and correct copy of the original.

Date: May 25, 2006
By: A. Burch
Title: Deputy

205310

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