

**DOC# 220660**

06/22/2012

01:36PM

**Official Record**

Requested By  
FIRST AMERICAN NATIONAL DEFAULT T

**Eureka County - NV**

**Mike Rebaleati - Recorder**

Page: 1 of 11 Fee: \$49.00

Recorded By FS RPTT: \$0.00

Book- 0533 Page- 0134



0220660

APN: 007-380-31

**RECORDING REQUESTED BY  
FIRST AMERICAN TITLE COMPANY  
AS AN ACCOMMODATION ONLY**

**Prepared By: Brent Cheatwood**  
Vanderbilt Mortgage and Finance, Inc.

**Return To:**  
Vanderbilt Mortgage and Finance, Inc.  
PO Box 9800, Maryville, TN 37802  
Attention:

**Acc#855040**

6642687

**ASSIGNMENT OF MORTGAGE, DEED OF TRUST OR SECURITY DEED**

Associates Housing Finance, LLC (previously Associates Housing Finance Services, Inc. and previously Ford Consumer Finance Company, Inc.) (as marked, "Assignor"), owner of the following mortgage, deed of trust or security deed (the "Security Instrument"):

Mortgagor/Borrower/Grantor: Robert L. Cutler

Mortgagee/Lender/Grantee: Ford Housing Finance Services, a div. of Associates Housing Finance Services, Inc.

Recorded on June 12, 1997 with Eureka County, State of Nevada, in Book 308 Page 532 Instrument#166922

for good and valuable consideration, hereby absolutely assigns, transfers and sets over unto The Bank of New York Mellon Trust Company, National Association, f/k/a The Bank of New York Trust Company, National Association, As Trustee under Credit Suisse First Boston Mortgage Securities Corp. (Inv. Codes 252 and 253) (as marked) Series 1997-1 Pooling and Servicing Agreement dated as of March 1, 1997 (the "Trust") all right, title and interest of Assignor, without recourse or warranty, in the Security Instrument and the indebtedness secured thereby.

If a description of a manufactured home is set forth below, this Assignment of Mortgage includes the below described manufactured home which is located upon and constitutes a fixture or improvement to the real property the subject of the Security Instrument, or if the manufactured home has not been converted to real property status, this Assignment of Mortgage also includes the assignment to and transfer of all right, title and interest in and to the security interest or lien on such manufactured home.

Make: Royal Oaks Year Model: 1997 Serial Number(s): KM1R9772W272500AB

TO HAVE AND TO HOLD the same unto The Bank of New York Mellon Trust Company, National Association, As Trustee under the Trust, and its successors and assigns, forever.

**In Witness Whereof**, Assignor has caused these presents to be executed  
June 7, 2012

Ford Housing Finance Services, a div. of Associates Housing Finance Services, Inc.

By and through its Attorney-in-Fact and Agent Vanderbilt Mortgage and Finance, Inc. under Power of Attorney granted by Associates Housing Finance, LLC, successor in interest to Ford Housing Finance Services, a div. of Associates Housing Finance Services, Inc., recorded with the Register of Blount County, State of Tennessee, on May 16, 2005 in Book 2057 Page 1354 as Instrument #445009 and Power of Attorney granted by The Bank of New York Mellon Trust Company, National Association (successor as trustee under the Trust to JPMorgan Chase Bank, National Association), As Trustee under the Trust, recorded with the Register of Blount County, State of Tennessee, on December 14, 2011 in Book 2380 Pages 2867-2870 as Instrument #655673,

said powers of attorney being attached hereto as Exhibit A and incorporated herein by reference.



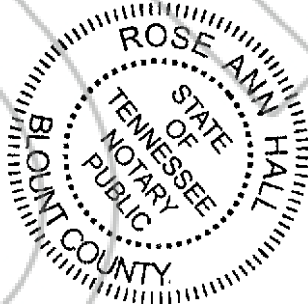
Vanderbilt Mortgage and Finance, Inc.

By: *Amber W. Krupacs*  
Name: Amber W. Krupacs  
Title: Secretary

STATE OF TENNESSEE  
COUNTY OF BLOUNT

The foregoing instrument was acknowledged before me this 7 day of June, 2012 by Amber W Krupacs, Secretary of Vanderbilt Mortgage and Finance, Inc., a Tennessee corporation, on behalf of the corporation.

*Rose Hall*  
Notary Public: Rose Hall  
My Commission Expires: 3-23-15



Assignment of Mortgage #15—Investor Codes 250-253—V.03—Power of Attorney #9 & 10



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Penny H Whaley, Register  
Blount County Tennessee  
Rec #: 289901  
Rec'd: 20.00 Instrument #: 445009  
State: 0.00  
Clerk: 0.00 Recorded  
EDP: 2.00 5/16/2005 at 8:50 AM  
Total: 22.00 in  
Record Book 2057 Pgs 1354-1357

Prepared By: *[Signature]*  
Vanderbilt Mortgage & Finance INC.  
500 Alcoa Trail  
Maryville, TN 37804

## POWER OF ATTORNEY

The undersigned, Associates Housing Finance, LLC, organized and existing under the laws of Delaware (the "Grantor"), hereby constitutes and appoints Vanderbilt Mortgage and Finance, Inc., a Tennessee corporation and its assigns (together with any officer on its behalf, "Grantee"), its true and lawful attorney and agent with power and authority to do any and all acts and things reasonably necessary to carry out its subservicing responsibilities under the Subservicing Agreement dated April 12, 2005 by and among Grantor, Associates First Capital Corporation, a Delaware corporation, and Grantee (the "Subservicing Agreement"), including, but not limited to the following:

- a) Perform any and all servicing and collection functions with respect to the Contracts (such term shall have the same meaning as defined in the Subservicing Agreement), including, without limitation, the servicing functions as contemplated by the Subservicing Agreement;
- b) Endorse pursuant to a stamp approved by Grantor, checks or other instruments of payments made on the Contracts;
- c) Execute and deliver, on behalf of itself, the lienholder of record and/or Grantor, as applicable or appropriate, any and all instruments of satisfaction or cancellation, or partial or full release or discharge, and all other comparable instruments with respect to the Contracts or to the manufactured homes, real property and/or personal property securing such Contracts, including, without limitation, any discharges, releases, satisfactions, bills of sale, financing statements, continuation statements, certificates of title, assignments of title, transfers of title or registration, or applications for transfer of title or registration, or similar forms, with respect to any of the manufactured homes, real property and/or personal property securing such Contracts;
- d) Sign and file, without Grantor's signature, such financing and continuation statements, amendments and supplements thereto, and other documents in connection with the perfection, preservation and protection of the security interest and lien in the chattel paper, real property and/or personal property securing such Contracts;
- e) Demand, reduce to possession, collect, receive, receipt for, endorse, compromise, settle, or assign without recourse any and all notes, promises to pay, retail installment sales contracts, installment loans, chattel paper, instruments, choses in action, mortgages and deeds of trust, together with all monies due or to become due under said Contracts, including without limitation payaheads, proceeds from any recourse to dealers, and proceeds from claims on any insurance policies relating to such Contracts and any and all claims, choses in action, and rights and causes of action relating thereto, including without limitation any and all real property and personal property, security



instruments, and insurance policies held as security for said Contracts, and all other property of every kind identified in whole or in part and in connection therewith to execute, acknowledge, or handle any instruments in writing which may become necessary in order to carry the foregoing powers into effect;

~~f) Execute and deliver court proceedings, requests for trustee's sale~~  
and any other document necessary or deemed necessary to foreclose any real property which secures a Contract, to recover any personal property which secures a Contract, to obtain a judgment against any obligor under any Contract or to enforce any other obligation or promise of any party obligated under any Contract or otherwise available under law or equity;

g) Execute, deliver, file and/or record such instruments, deeds, assignments or ownership under certificates of title and bills of sale as Grantee deems necessary to transfer ownership in any manufactured home and/or other real or personal property which secures any Contract in order to transfer title to and ownership of such property to the purchaser of such property following recovery, foreclosure or other form of recovery by Grantee following default by the obligors under any such Contract;

h) Execute and deliver, on behalf of Grantor, instruments of satisfaction or cancellation, or of partial or full release or discharge, or other comparable instruments, in order to evidence payments received with respect to the Contracts and, after the delinquency of any payment under a Contract and, to the extent permitted under and in compliance with applicable law and regulations, to commence enforcement proceedings with respect to such Contracts;

i) Authorize any officer of, or other person acting as agent for, Grantee, on Grantee's behalf hereunder, to acknowledge, verify, swear to, attest, affirm, confirm or certify as to any matter regulated by this Power of Attorney, without limitation including the specifying or identifying of any Contract (including the Contract obligors, description of the manufactured home and/or other real or personal property which secures any Contract, or other identifying information) which is subject to this Power of Attorney or the Subservicing Agreement; and

j) Execute and deliver any and all instruments and take any and all further action in the name of and on behalf of Grantor as may be required or deemed desirable to accomplish any and all of the foregoing and carry out the purpose of this Power of Attorney.

Grantor hereby ratifies and confirms any and all lawful acts that Grantee shall do pursuant to and in conformity with this Power of Attorney. Grantor further grants unto Grantee and its agents full authority and power to do and perform any and all lawful acts necessary or incident to the execution of the powers herein expressly granted, as the Grantee or its agents might or could do if personally present. Nothing set forth in



this Power of Attorney is intended to impose additional obligations or responsibilities upon Grantee which are not otherwise expressly set forth in the Subservicing Agreement.

To induce any third party to act hereunder, Grantor hereby agrees that any third party receiving a duly executed copy or paper, facsimile or electronic copy of an ~~originally signed version of this instrument, or an acknowledgment, verification, sworn statement, attestation, confirmation or certification from an officer of Grantee as to~~ matters regulated or addressed by this instrument, may act hereunder and otherwise rely upon this instrument.

The rights, powers and authority granted hereby shall commence and be in full force and effect on May 2, 2005 and shall remain in full force and effect until the expiration or earlier termination of the Subservicing Agreement.

Grantor shall execute and deliver such further designations, powers of attorney or other instruments as Grantor and Grantee shall reasonably deem necessary for the purposes herein stated.

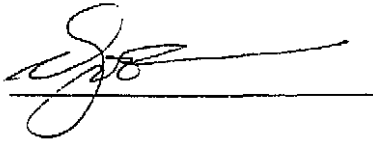
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Grantor executes this Power of Attorney with the intent to be legally bound hereby.

ATTEST:

ASSOCIATES HOUSING FINANCE, LLC



By:   
David Medina  
General Counsel

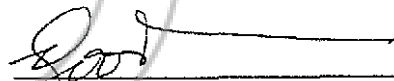
State of CONNECTICUT  
County of Fairfield

**COMPANY ACKNOWLEDGMENT**

I, Debra Goodwin a NOTARY in and for said county, in the state aforesaid, DO HEREBY CERTIFY THAT David Medina is personally known to me to be General Counsel of Associates Housing Finance, LLC, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person acknowledged that as such General Counsel he signed and delivered the said instrument, pursuant to authority given by the Board of Managers of said company as his free and voluntary act and deed, and as the free and voluntary act and deed of said company for the uses and purposes therein set forth.

GIVEN under my hand and notary seal this 29<sup>th</sup> day of April, 2005.

(Notary Seal)

  
Notary Public

DEBRA L. GOODWIN  
Notary Public  
My Commission Expires 07/31/09

My commission expires: \_\_\_\_\_



*Refuse by:  
Vanderbilt Mortgage and Finance  
20.00 4.50  
Mortg. with Tr 57112  
Case #11*

Phyllis Lee Crisp, Register  
Blount County Tennessee  
Rec #: 416425  
Rec'd: 20.00 Instrument #: 655673  
State: 6.00  
Clerk: 0.00  
Other: 2.00 Recorded  
Total: 22.00 12/14/2012 at 8:02 AM  
Record Book 2308 Pgs 2867-2870

POWER OF ATTORNEY

(CS First Boston and Credit Suisse First Boston Pooling and Servicing Agreements)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, THE BANK OF NEW YORK MELLON TRUST COMPANY, National Association (formerly known as The Bank of New York Trust Company, National Association), as Trustee, successor in interest to JPMorgan Chase Bank, National Association, as Trustee, pursuant to Assignment and Assumption Agreement among Chase Manhattan Bank USA, National Association, J.P. Morgan Trust Company, National Association and JPMorgan Chase Bank, National Association and The Bank of New York Trust Company, National Association, dated as of and effective October 1, 2006, and having its branch office at 525 William Penn Place, Pittsburgh, Pa 15259, and its main office at 700 South Flowers, 2<sup>nd</sup> Floor, Los Angeles, CA 90017-4104 (the "Bank"), hereby appoints and constitutes both Associates Housing Finance, LLC (previously Associates Housing Finance Services, Inc. and previously Ford Consumer Finance Company, Inc.), a limited liability company organized and existing under the laws of the State of Delaware ("Associates"), and Vanderbilt Mortgage and Finance, Inc., a corporation organized and existing under the laws of the State of Tennessee ("Vanderbilt"), each with the power to act singly, Associates being the Servicer under the below described Pooling and Servicing Agreements and Vanderbilt being the Subservicer for Associates in respect thereof, to be the Bank's true and lawful Attorney-in-Fact (each the "Attorney") and to act for and in the name of the Bank (in its capacity as Trustee) or any predecessor Trustee, with power to do the following in connection with the transactions evidenced by the Pooling and Servicing Agreements referenced on such Schedule I (the "Transactions"):

1. Execute and record assignments of (i) retail installment contracts and security agreements and installment loans and security agreements secured by manufactured homes ("Contracts") and (ii) mortgage loans ("Mortgage Loans") constituting the assets subject to the Transactions ((i) and (ii), collectively, the "Assets"), specifically including assignments to itself for the purpose of commencing a Proceeding, as defined in the documents underlying the Transactions and as addressed in provision 4 below;
2. Endorse on behalf of the Trustee all checks, drafts and negotiable instruments made payable to the Trustee in respect of the Assets and documents relating to the Transactions;
3. Demand payment and otherwise to take such steps as it deems necessary to enforce, collect, receive, receipt for, compromise, service, settle or assign without recourse any and all indebtedness and obligations of the obligors under the Assets or otherwise relating to the Assets, including without limitation obligations of dealers which sold the manufactured or modular homes which secure such Assets, claims for insurance relating to such Assets and any and all claims, chooses in action, rights and causes of action relating thereto, including without limitation the security agreements and real property liens and insurance policies relating to such Assets;
4. Execute and deliver court pleadings, requests for trustee's sale and any other document necessary or deemed necessary to foreclose any real property which secures a Mortgage Loan, to recover any personal property which secures any Contract or Asset, to obtain a judgment against any obligor on any Asset or to enforce any other obligation or promise of any party obligated under or relating to any Asset or otherwise available under law or equity, and otherwise to enforce such Assets, provided that any such Proceeding may be taken in the name of Associates, Vanderbilt or the Bank, as Trustee;
5. Execute and deliver any and all instruments of satisfaction or cancellation, partial or full release or discharge, and all other comparable instruments with respect to the Assets, the manufactured homes, real property and/or personal property securing such Assets, including, without limitation, any discharges, releases, satisfactions, bills of sale, financing statements, continuation statements, certificates of title, assignments of title, transfers of title or registration, or applications for transfer of title or registration, or similar forms, with respect to any of the manufactured homes, real property and/or personal property securing such Assets;

[Acknowledgment Appears on Following Page]



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6. Execute, deliver, file and record with appropriate state agencies such instruments, deeds, assignments of ownership under certificates of title to manufactured homes, mortgage or deed of trust assignments and bills of sale as to transfer ownership of any manufactured home, real property or other personal property which secures an Asset to vest ownership and title in any purchaser of such property following recovery or foreclosure following default by the obligor under any such Asset;

7. Sign and file such financing and continuation statements, amendments and supplements thereto, certificates of title and other documents to perfect, preserve and protect the security interest and lien in the manufactured homes and other real or personal property securing such Assets; and

8. Execute, acknowledge, verify, swear to, deliver, record and file such documents, instruments and papers to accomplish any and all of the foregoing and to carry out the purposes of the Agreements, including without limitation the specifying or identifying of any Asset (including without limitation the Asset obligors, a description of the manufactured home or real property which secures the Asset or other identifying information about the Asset.

This Power of Attorney becomes operative on the date of its execution and is effective for one (1) year from the date thereof.

The authority granted to the attorney-in-fact by the Power of Attorney is not transferable to any other party or entity.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to its conflicts of law principles.

All actions heretofore taken by said Attorney, which the Attorney could properly have taken pursuant to this Power of Attorney, be, and hereby are, ratified and affirmed.

IN WITNESS WHEREOF, The Bank of New York Mellon Trust Company, National Association, as Trustee, under the Pooling and Servicing Agreements set forth in Schedule I hereto, has executed the date set forth below.

THE BANK OF NEW YORK MELLON TRUST  
COMPANY, NATIONAL ASSOCIATION

By: [Signature]  
Name: Andrew Flynn  
Title: Managing Director

By: [Signature]  
Name: Patricia A. Barbarino  
Title: Vice President

Witness: [Signature]  
Brian Kaczmarek

Witness: [Signature]  
Thomas G Withiam

Date: December 9, 2011

[Acknowledgment Appears on Following Page]

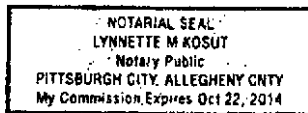
ACKNOWLEDGEMENT

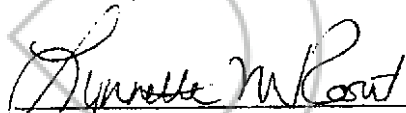
STATE OF PENNSYLVANIA §

COUNTY OF ALLEGHENY §

Personally appeared before me the above-named Andrew Flynn and Patricia A. Barbarino, known or proved to me to be the same persons who executed the foregoing instrument and to be the Managing Director and Vice President respectively of The Bank of New York Mellon Trust Company, National Association, as Trustee for the transactions specified in Schedule I hereto, and acknowledged that they executed the same as their free act and deed and the free act and deed of the Trustee.

Subscribed and sworn before me this 9th day of December, 2011.



  
Lynnette M. Kosut  
NOTARY PUBLIC

My Commission expires: 10/22/2014

[Acknowledgment Appears on Following Page]



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SCHEDULE I

Pooling and Servicing Agreement, dated as of September 1, 1996, among CS First Boston Mortgage Securities Corp., as Depositor, Ford Consumer Finance Company, Inc., as Seller and Servicer, and The Bank of New York Mellon Trust Company, National Association, as successor in interest to The Chase Manhattan Bank, as Trustee, relating to the Associates Manufactured Housing Contract Pass-Through Certificates, Series 1996-1.

Pooling and Servicing Agreement, dated as of November 1, 1996, among CS First Boston Mortgage Securities Corp., as Depositor, Ford Consumer Finance Company, Inc., as Seller and Servicer, and The Bank of New York Mellon Trust Company, National Association, as successor in interest to The Chase Manhattan Bank, as Trustee, relating to the Associates Manufactured Housing Contract Pass Through Certificates, Series 1996-2.

Pooling and Servicing Agreement, dated as of March 1, 1997, among Credit Suisse First Boston Mortgage Securities Corp., as Depositor, Associates Housing Finance Services, Inc., as Seller and Servicer, and The Bank of New York Mellon Trust Company, National Association, as successor in interest to The First National Bank of Chicago, relating to the Associates Manufactured Housing Contract Pass-Through Certificates, Series 1997-1.

Pooling and Servicing Agreement, dated as of September 1, 1997, among Credit Suisse First Boston Mortgage Securities Corp., as Depositor, Associates Housing Finance Services, Inc., as Seller and Servicer, and The Bank of New York Mellon Trust Company, National Association, as successor in interest to The Chase Manhattan Bank, as Trustee, relating to the Associates Manufactured Housing Contract Pass-Through Certificates, Series 1997-2.



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