124661

FILED FOR RECORDING
AT THE REQUEST OF
Dallas
Outsource Solutions
2005 MAY 20 PM 1 21

LINCOLN COUNTY RECORDER
FEE 14.00 + 25.00 DEP
LESLIE BOUCHER

After recording return to:
Outsource Solutions 2440
4345 Galtier Street
Shoreview, MN 55126

LIMITED POWER OF ATTORNEY
Lincoln, NV

BE IT KNOWN TO ALL that, National Homebuyers Fund ("NHF"), of the County of Sacramento, State of California, hereby appoints CitiMortgage, Inc., as its true and lawful attorney-in-fact ("Servicer") for the limited purposes expressed herein. NHF hereby makes, constitutes and appoints Servicer for NHF's benefit and in NHF's name, place and stead, NHF's true and lawful attorney-in-fact, to act in any manner necessary and proper to perform the following acts, by the signature of any officer appointed by the Board of Directors or Executive Committee of Servicer (1) to execute all documents for the purpose of assigning and transferring to Servicer the following: the assignments and any transfers of any and all mortgages, deeds of trust, security instruments, and the related notes, including, but not limited to, the assignments of mortgages, deeds of trust, security instruments; the note endorsements, affidavit and agreements, for any second-lien mortgage loan documents originated in the name of NHF to Servicer on behalf of NHF; and (2) to sign, endorse, execute and acknowledge all documents and instruments necessary to carry out the foregoing power. This appointment shall not be assigned to any third party by the Servicer without the prior written consent of the NHF and this Limited Power of Attorney shall survive for a period not to exceed two years past the date herein. NHF 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 the Servicer for all purposes of this Limited Power of Attorney. Servicer shall not be obligated to furnish bond or other security in connection with it's actions hereunder. The Servicer hereby agrees to indemnify and hold NHF 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 Servicing Agreement. NHF 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, including any employee of Outsource Solutions LLC. Servicer's employees executing such documents in the name of NHF 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 California without regard to conflicts of law principles of such state.

IN WITNESS WHEREOF, Jeanette Kopico, Vice President of Housing, as NHF, has caused it corporate seal to be hereto affixed these presents to be signed and acknowledged in its name and behalf by a duly elected and authorized signatory this 12 day of January 2004.

as NHF

By: _____
Name: Jeanette Kopico
Title: Vice President of Housing

Acknowledged and Agreed, by CitiMortgage, Inc.,
as Servicer
By: _____
Name: Danny Gardner
Title: Vice President

STATE OF CALIFORNIA)
) ss.
COUNTY OF SACRAMENTO)

On January 12, 2004, before me, the undersigned, a notary public in and for said state, personally appeared Jeanette Kopico, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or entity upon behalf of which the person acted and executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public for the State of California

SHERYL ANNE TERRY
Comm. # 1300776
NOTARY PUBLIC - CALIFORNIA
Sacramento County
My Comm. Expires April 14, 2005

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