Recorded in Official Records, Solano County

Marc Tonnesen Assessor/Recorder 8/02/2006 1:17 PM AR64 88

P AMERICAN RECONVEYANCE CORP

oc#: 200600097296

 Titles:
 1
 Pages:
 4

 Fees
 16.00

 Taxes
 0.00

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 0.00

 PAID
 \$16.00

INSTR # 2006067810
OR BK 2797 Pages 236 - 239
RECORDED 09/29/06 11:39:14
CLAY COUNTY
DEPUTY CLERK WESTA
PA#1

LIMITED POWER OF ATTORNEY

200600038779

Filed for Record in NOBLE COUNTY, OHIO PHYLLIS STRITZ

09-19-2006 At 02:51 pm.

PWR ATTY

OR Volume 138 Page 945 - 948

200600038779

by and RICHMOND MONROE GROUP PO BOX 458

KIMBERLING CITY, MO 65686-9906

Recording Requested by and
When Recorded Return to:
RICHMOND MONROE GROUP
P.O. Box 458

P.O. Box 458 Kimberling City, MO 65686

> 20061023000522460 1/4 \$20.00 Shelby Cnty Judge of Probate, AL

10/23/2006 02:53:48PM FILED/CERT

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION

(Additional recording fee applies)

Instrument Volume Fase 200600038779 OR 138 945



LIMITED POWER OF ATTORNEY

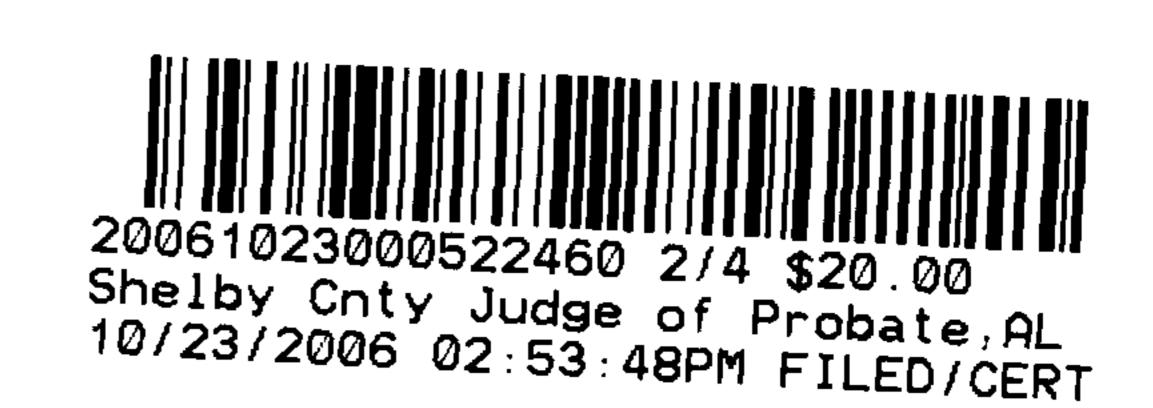
Instrument Volume Page 200600038779 OR 138 946

Wachovia Bank, National Association, not in its individual capacity, but solely as trustee (the "Trustee") under the pooling and servicing agreements, dated various dates among Bayview Financial Securities Company, LLC, as Depositor, Wells Fargo Bank, N.A. as Master Servicer and the Trustee (the "Pooling and Servicing Agreements"), hereby appoints M&T Mortgage Corporation ("M&T") as its true and lawful attorney-in-fact to act in the name, place and stead of the Trustee for the purposes set forth below. This Limited Power of Attorney is given pursuant to Section 4.05(a) of the Pooling and Servicing Agreements, to which reference is made for the definition of all capitalized terms herein.

Now therefore, the Trustee does hereby constitute and appoint M&T the true and lawful attorney-in-fact of the Trustee and in the Trustee's name, place and stead with respect to each Mortgage Loan for the following, and only the following, purposes:

- 1. Consistent with the terms of the Servicing Agreements and the Pooling and Servicing Agreements, to execute, acknowledge, seal and deliver deed of trust/mortgage note endorsements, assignments of deed of trust/mortgage and other recorded documents, satisfactions/releases/reconveyances of deed of trust/mortgage, tax authority notifications and declaration, deeds, bills of sale, and other instruments of sale, conveyance, and transfer, appropriately completed, with all ordinary or necessary endorsements, acknowledgments, affidavits, and supporting documents as may be necessary or appropriate to effect its execution, delivery, conveyance, recordation of filing.
- 2. Consistent with the terms of the Servicing Agreements and the Pooling and Servicing Agreements (i) to prepare, execute and deliver, on behalf of the Trustee, any and all financing statements, continuation statements and other documents or instruments necessary to maintain the lien on each Mortgaged Property and related collateral; and, modifications, waivers, consents, amendments, discounted payoff agreements, forbearance agreements, cash management agreements or consents to or with respect to any documents contained in the related servicing file; and any and all instruments of satisfaction or cancellation, or of partial or full release or discharge, and all other instruments comparable to any of the types of instruments described in (i), and (ii) institute and prosecute judicial and non-judicial foreclosures, suits on promissory notes, indemnities, guaranties or other documents, actions for equitable and/or extraordinary relief (including, without limitation, actions for temporary restraining orders, injunctions, and appointment of receivers), suits for waste, fraud and any and all other tort, contractual and/or other claims of whatever nature, and to appear in and file on behalf of the Trustee such pleadings or documents as may be necessary or advisable in any bankruptcy action, state or federal suit or any other action.
- 3. Consistent with the terms of the Servicing Agreements and the Pooling and Servicing Agreements, to execute and deliver affidavits of debt, substitutions of trustee, substitutions of counsel, non-military affidavits, notices of rescission, foreclosure deeds, transfer tax affidavit, affidavits of merit, verification of complaint, notices to quit, bankruptcy declarations for the purpose of filing motions to lift stays and other documents or notice filings on behalf of the Trustee in connection with foreclosure, bankruptcy and eviction actions.

achovia to M&T er of Attorney





- 4. Consistent with the terms of the Servicing Agreements and the Pooling and Servicing Agreements, to endorse and/or assign checks or negotiable instruments received by M&T as a Mortgage Loan Payment.
- 5. The Trustee intends that this Limited Power of Attorney be coupled with an interest and not be revocable.
- 6. The Trustee further grants to its attorney-in-fact full authority to act in any manner both proper and necessary to exercise the foregoing powers, and ratifies every act that M&T may lawfully perform in exercising those powers by virtue hereof.
- 7. The Trustee further grants to M&T the limited power of substitution (and subsequent revocation) of another party for the purpose and only for the purpose of endorsing or assigning notes or security instruments in our name, and hereby ratifying and confirming all that the attorney-in-fact, or substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers.

M&T shall indemnify, defend and hold harmless the Trustee and the Certificate holders, and their respective successors and assigns, from and against any and all claims, losses, costs, expenses (including, without limitation, attorneys' fees), damages, liabilities, demand or claims of any kind whatsoever ("Claims") arising out of, related to or in connection with (i) any act taken by M&T pursuant to this Limited Power of Attorney, which act results in a Claim solely by virtue of the unlawful use of this Limited Power of Attorney or (ii) any use or misuse of this Limited Power of Attorney in any manner or by any person not expressly authorized hereby.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

20061023000522460 3/4 \$20.00 Shelby Cnty Judge of Probate, AL 10/23/2006 02:53:48PM FILED/CERT

Instrument Vol 200600038779 OR

Volume Pase 138 947 IN WITNESS WHEREOF, the Trustee has executed this Limited Power of Attorney this 23rd day of May, 2006.

Instrument Volume Page 200600038779 OR 138 948

WACHOVIA BANK, NATIONAL ASSOCIATION, not in its individual capacity, but solely as Trustee

Notary Public

By:

Name: Patricia Glemba

Title: Trust Officer

WITNESS:

-

Name: Lisa Moorehead

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

The foregoing instrument was acknowledged before me in the County of Mecklenburg, this 23rd day of May, 2006, by Patricia Glemba, Trust Officer of Wachovia Bank, National Association, a national banking association, on behalf of the association.

My Commission Expires:

KRYSTIN A. TROYER

NOTARY PUBLIC

MECKLENBURG COUNTY, N. C.

My Commission Expires July 17, 2010

When Recorded Return to:

Richmond Monroe Group

PO Box 458

Kimberling City, MO 65686

Recording Requested By:

Richmond Monroe Group

POBY.

031144 0958A 1210H 019FL 117AL

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20061023000522460 4/4 \$20.00 Shelby Cnty Judge of Probate, AL 10/23/2006 02:53:48PM FILED/CERT END OF DOCUMENT

Wachovia to M&T Power of Attorney