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Shelby Cnty Judge of Probate, AL  
05/11/2007 03:50:01PM FILED/CERT

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO  
WILSHIRE CREDIT CORPORATION  
14523 S.W. Millikan Way  
Suite 200  
Beaverton, Oregon 97005  
Attn: \_\_\_\_\_

### LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that U.S. Bank National Association, having its principal place of business at 60 Livingston Avenue, EP-MN-WS3D, St. Paul, Minnesota 55107-1419, as Trustee (the "Trustee") pursuant to that Pooling and Servicing Agreement among Merrill Lynch Mortgage Investors, Inc. (the "Depositor"), Wilshire Credit Corporation (the "Servicer"), and the Trustee, dated as of March 1, 2006 (the "Pooling and Servicing Agreement"), hereby constitutes and appoints 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 Pooling and Servicing Agreement for the purpose of performing all acts and executing all documents in the name of the Trustee as may be customarily and reasonably 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 the Servicer is acting as servicer, all subject to the terms of the Pooling and Servicing Agreement.

This appointment shall apply to the following enumerated transactions only:


1. The modification or re-recording of a Mortgage or Deed of Trust, where said modification or re-recordings is 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 and said modification or re-recording, in either instance, does not adversely affect the lien of the Mortgage or Deed of Trust as insured.
2. The subordination of the lien of a Mortgage or Deed of Trust to a lien that is replacing a lien existing as of the date of the Mortgage or Deed of Trust or 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.

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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. With respect to a Mortgage or Deed of Trust, the foreclosure, the taking of a deed in lieu of foreclosure, or the completion of judicial or non-judicial foreclosure or termination, cancellation or rescission of any such foreclosure, 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 a deed in lieu of foreclosure; and
  - (f) 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(e), above.

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 lawfully do or cause to be done by authority hereof.

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.

  
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IN WITNESS WHEREOF, U.S. Bank National Association, as Trustee pursuant to that Pooling and Servicing Agreement among the Depositor, the Servicer, and the Trustee, dated as of March 1, 2006 (Specialty Underwriting and Residential Finance Trust, Mortgage Loan Asset-Backed Certificates, Series 2006-BC2), has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by Derek Klein its duly elected and authorized Assistant Vice President this 2nd day of May 2006.

U.S. BANK NATIONAL ASSOCIATION  
as Trustee for Specialty Underwriting and Residential  
Finance Trust, Mortgage Loan Asset-Backed  
Certificates, Series 2006-BC2

By Derek Klein

Name:

Title:

**Derek Klein**  
**Asst. Vice Pres.**

STATE OF Minnesota

COUNTY OF Ramsey

On May 2, 2006, before me, the undersigned, a Notary Public in and for said state, personally appeared Derek Klein, Assistant Vice President of U.S. Bank National Association as Trustee for Specialty Underwriting and Residential Finance Trust, Mortgage Loan Asset-Backed Certificates, Series 2006-BC2, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed that same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted and executed the instrument.

WITNESS my hand and official seal.

Trisha L. Willett

Notary Public

My Commission Expires \_\_\_\_\_



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**SECRETARY'S CERTIFICATE**  
**(Wilshire Credit Corporation)**

I, Mark H. Peterman, the duly elected and incumbent Secretary of Wilshire Credit Corporation (the "Company"), a Nevada corporation, hereby certify that, by consent minutes dated as of February 12, 2007, the following resolutions were adopted, that they have been recorded in the minute books of the Company that are now kept by me, and that they have not been amended or revoked and are still in full force and effect:

RESOLVED, that the following persons are hereby authorized and directed to take all actions necessary or desirable to administer individual loan assets of the Company and individual loan assets of clients of the Company which the Company is authorized to administer (the "Assets") including, without limitation, loans and real property and to sign on behalf of and in the name of the Company all documents relating to the administration of the Assets including without limitation, endorsements, allonges, assignments of mortgages and trust deeds, other assignments, request for reconveyances, full reconveyances, satisfactions, deeds, leases, contracts and legal pleadings, and to appear on behalf of the Company in any foreclosure and legal proceedings related to such Assets:

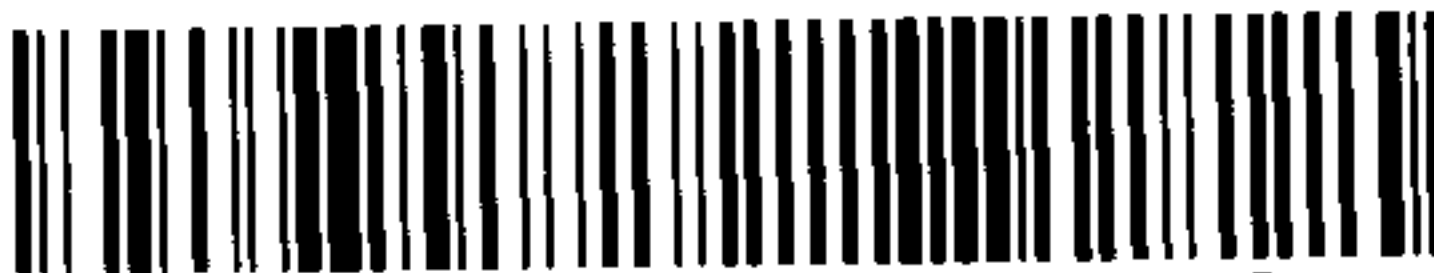
Jay Memmott	Shawn Kelly
Russ Campbell	Athos Codazzi
Mark Peterman	Travis Lane
Heidi Peterson	Duane Leckey
Ken Frye	Trina Brooks
Curtis Rethwisch	Sandra McMullen
Michelle Patterson	Brandt Himler
Kathy Anderson	Brett Behrens
Ed Wong	Bryce Fendall
Diane Klimek	

RESOLVED FURTHER, that the following persons are hereby authorized and directed to execute the following documents necessary or desirable to release a lien on a mortgage, deed of trust or vehicle title during administration of individual loan assets of the Company and individual loan assets of clients of the Company which the Company is authorized to administer: endorsements, allonges, assignments of mortgages, trust deeds, and other assignments, satisfactions, discharges, lien releases, cancellations, requests for reconveyance, substitutions of trustee, appointments of successor trustee, full reconveyances, and affidavits and indemnification when original documents are missing:

Damian Lynch  
Colleen Thrall

RESOLVED FURTHER, that the following persons are hereby authorized and directed to execute the following documents necessary or desirable to administer individual loan assets of the Company and individual loan assets of clients of the Company which the Company is authorized to administer: endorsements, allonges, assignments of mortgages, trust deeds, and other assignments:

Trevia Moreland  
Charlene Busselaar

  
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RESOLVED FURTHER, that the following persons are hereby authorized and directed to execute deeds of real property as necessary or desirable to administer individual loan assets of the Company and individual loan assets of clients of the Company which the Company is authorized to administer:

Barbara Smith  
Katie Dufort  
Denia Graham

RESOLVED FURTHER, that the authorization provided in all prior resolutions of the Company providing authorizations as described above to persons other than those listed here are terminated for acts after the date of these resolutions and that the authorization provided for the above persons shall terminate upon the earlier of the discontinuance of their employment with the Company's employment affiliate or a subsequent resolution.

RESOLVED FURTHER, that, the appropriate officers of the Company be, and each of them hereby is, authorized and directed to take any further action and execute, deliver, and file any such document as may be deemed necessary or advisable in order to implement the purpose and intent of the foregoing resolutions.

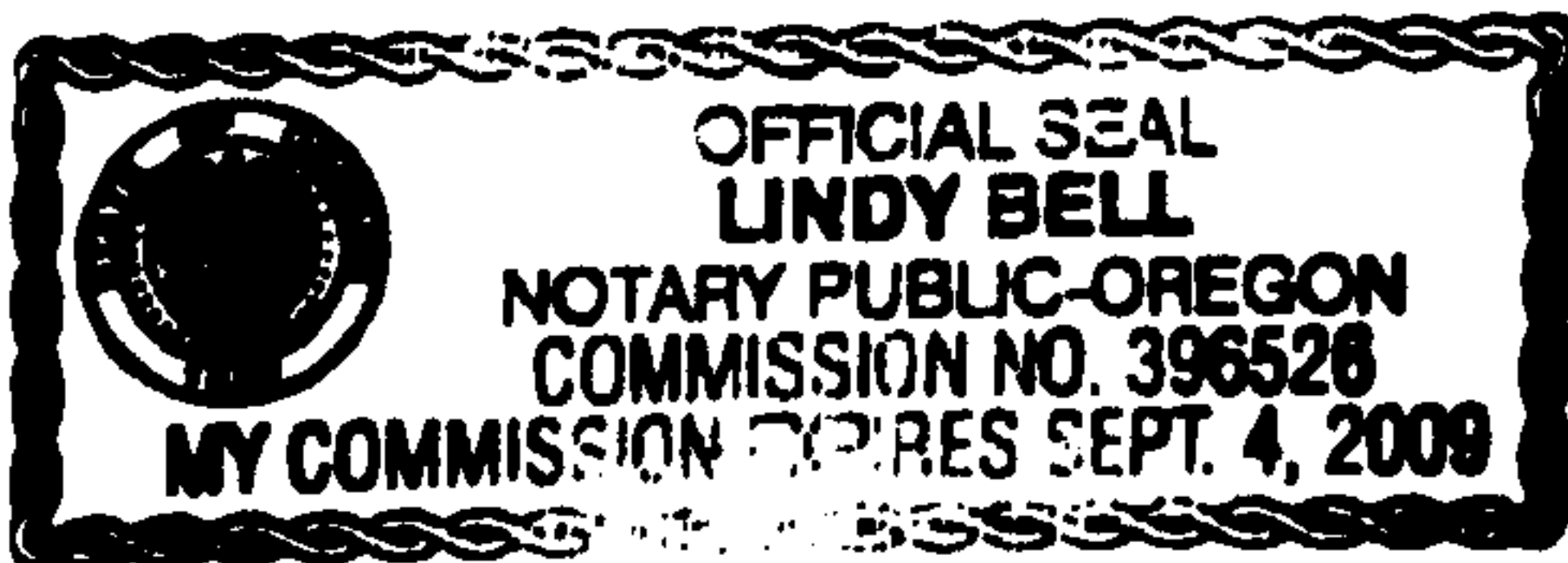
IN WITNESS WHEREOF, I have executed this Certificate this 12<sup>th</sup> day of February, 2007.



Mark H. Peterman

County of Washington     )  
  ) /ss/  
State of Oregon            )

This instrument was acknowledged before me, Lindy Bell, on February 12, 2007, by Mark H. Peterman, personally known to me to be the Secretary of Wilshire Credit Corporation, on behalf of such corporation.




  
Notary Public in and for the State of Oregon  
My Commission Expires: September 4, 2009

I, Jay H. Memmott, President of the Company, do hereby certify that Mark H. Peterman is the duly elected, qualified and acting Secretary of the Wilshire Credit Corporation and that the signature appearing above is his genuine signature.

IN WITNESS WHEREOF, I have hereunto signed my name.

Dated: February 12, 2007

  
Name: Jay H. Memmott  
Title: President

  
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