## 20070914000430860 1/5 \$26.00 Shelby Cnty Judge of Probate, AL 09/14/2007 09:06:22AM FILED/CERT

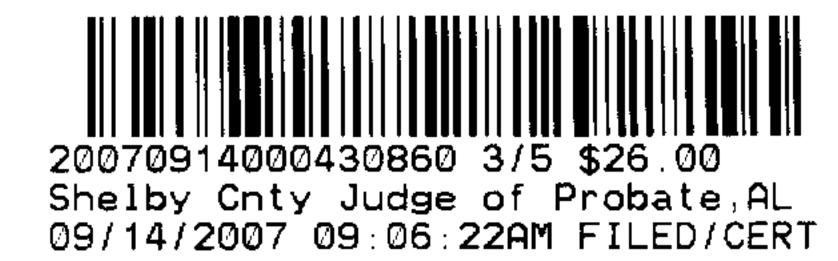
## LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENT, that U. S. Bank, N.A., a successor trustee to Wachovia Bank, N.A. (formerly know as First Union National Bank), as trustee for M74/75 - Long Beach Mortgage Loan Trust 2002-2 (the "Successor Trustee") pursuant to that certain Pooling and Servicing Agreement for M74/75 Long Beach Mortgage Loan Trust Series 2002-2 (the "Agreement") by and between Long Beach Mortgage Company, as Originator and Servicer, hereby constitutes and appoints Washington Mutual Bank, the Successor Trustee's true and lawful Attorney-in-Fact, in the Successor Trustee's benefit, in connection with all mortgage loans serviced by the Servicer pursuant to the Agreement, such acts and executing such documents in the name of the Successor Trustee necessary and appropriate to effectuate the following enumerated transactions in respect of any of the mortgages, deeds of trust, security deeds or equivalent security instruments (each, a "Security Instrument") and promissory notes secured thereby (each, a "Mortgage Note") 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 Security Instrument) and for which Washington Mutual Bank, is acting as the Subservicer.

This appointment shall apply only to the following enumerated transactions and nothing herein shall be construed to the contrary:

- 1. The modification or re-recording of a Security Instrument, where said modification or re-recording is solely for the purpose of correcting the Security Instrument to conform same to the original intent of the parties thereto or to correct title errors discovered after such title insurance was issued; provided that (a) said modification or re-recording, in either instance, does not adversely affect the lien of the Security Instrument as insured and (b) otherwise conforms to the provisions of the Agreement.
- 2. The subordination of the lien of the Security Instrument to 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 request to trustees to accomplish same.
- 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 the title to real estate owned.
- 4. The completion of loan assumption agreements.
- The full satisfaction/release of a Security Instrument or full conveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.

- 6. The assignment of any Security Instrument and the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby.
- 7. The full assignment of a Security Instrument 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.
- With respect to a Security Instrument, the commencement and processing of a foreclosure, the taking or acceptance of a deed in lieu of foreclosure, or the completion of judicial or non-judicial foreclosure, or termination, cancellation, or rescission of any foreclosure, including, without limitation, any and all of the following acts:
  - (a) the substitution of trustee(s) serving under a Security Instrument, in accordance with sate law and the Security Instrument;
  - (b) the preparation and issuance of statements of breach, nonperformance and/or acceleration;
  - (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 or acceptance of deeds in lieu of foreclosure; and
  - the preparation and execution of such other documents and performance of such other actions as my be necessary or appropriate under the terms of the Security Instrument or state law to expeditiously complete said transactions enumerated in paragraphs 8(a) through 8(e) above.
- 9. With respect to the sale of property acquired through a foreclosure or taking or acceptance of a deed-in-lieu of foreclosure, including, without limitation, the execution of any or all of the following documentation:
  - (a) listing agreement, including any amendments or modification thereto;
  - (b) purchase and sale agreements, including any counteroffers and any amendments thereto;
  - (c) grant/warranty/quit claim deeds or any other deed causing the transfer of title to the property to a party contracted to purchase same;
  - (d) escrow instructions; and
  - (e) any and all documents necessary or appropriate to affect the transfer of property.



10. The execution of, and any modifications or amendments to, escrow or other agreements established for the repair to or maintenance of the mortgaged property or reserves for replacement of personal property.

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 be effective as of September 21, 2005.

The appointment is to be construed and interpreted as a limited power of attorney. The enumeration of specific items, rights, acts or powers herein is not intended to, nor does it give rise to, and it is not to be construed as, a general power of attorney.

Nothing contained herein shall (1) limit in any manner any indemnification provided by the Servicer to the Trustee under the Agreement, or (2) be construed to grant the Servicer the power to initiate or defend any suit, litigation or proceeding in the name of Wachovia Bank, except as specifically provided for herein. If the Servicer receives any notice of suit, litigation or proceeding in the name of Wachovia Bank, then the Servicer shall promptly forward a copy of same to the Trustee.

This limited power of attorney is not intended to extend the powers granted to the Servicer under the Agreement or to allow the Servicer to take any action with respect to Security Instruments or Mortgage Notes not authorized by the Agreement.

The Servicer hereby agrees to indemnify and hold the Trustee, and its directors, officers, employees and agents harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, cost, 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 Agreement or the earlier resignation or removal of the Trustee under the Agreement.

This Limited Power of Attorney is entered into and shall be governed by the laws of the State of North Carolina, without regard to conflicts of law principles of such state.

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 or revocation has been made in writing by the undersigned.

IN WITNESS WHEREOF, U. S. Bank, N.A., successor trustee to Wachovia Bank, N.A. (formerly known as First Union National Bank), as trustee for Long Beach Mortgage Loan Trust 2002-2 (the Successor Trustee).

U. S. Bank, N.A., successor trustee to Wachovia Bank, N.A. (formerly know as First Union National Bank), as Trustee for Long Beach Mortgage Loan Trust 2002-2 the "Successor Trustee")

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Name: Frances S. Beam Title: Vice President

Attested:

Name: Lisa Moorehead

Title: Assistant Vice President

Witness

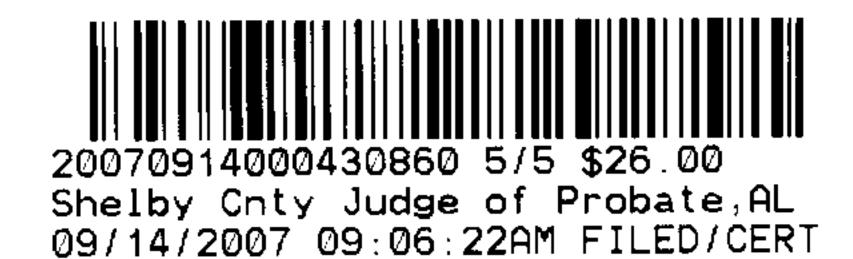
Name: Tina Rumburg

Title: Trust Associate

Witness:

Name: Sandi Lee

Title: Trust Associate



## NORTH CAROLINA CABARRUS COUNTY

I, Constance M. Tyma, a Notary Public of the aforesaid County and State, do hereby certify that Frances S. Beam personally appeared before me this day and acknowledged that (s)he is the Vice President of U. S. Bank, N.A., formerly known as Wachovia Bank, National Association, a National Banking Corporation, and that by authority duly given and as an act of the corporation, the foregoing instrument was signed in its name by its Vice President.

Witness my hand and notarial seal this 1st day of March 2007

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Notary	Pu	ıbl	ic

My Commission Expires: 9-29-7007

Acknowledged and Agreed:

WASHINGTON MUTUAL BANK, FKA WASHINGTON MUTUAL BANK, FA

RETURN 701 # 1371489 Chicago Title ServiceLink Division 4000 Industrial Blvd Aliquippa, PA 15001