



20080211000054900 1/2 \$14.00
Shelby Cnty Judge of Probate, AL
02/11/2008 10:18:30AM FILED/CERT

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

AFTER RECORDING MAIL TO: *71/458830*
CHICAGO TITLE
SERVICE LINK DIVISION
4000 INDUSTRIAL BLVD.
ALIQUIPPA, PA 15001

LIMITED POWER OF ATTORNEY

DOCUMENT TITLE

Recording Requested By
AFTER RECORDING, RETURN TO:
LITTON LOAN SERVICING LP
4828 Loop Central Drive
Houston Texas 77081

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Shelby Cnty Judge of Probate, AL
02/11/2008 10:18:30AM FILED/CERT

A Attn: Alison S. Walas
Prepared By: A. Walas

LIMITED POWER OF ATTORNEY

Wells Fargo Bank, N.A. successor by merger to Wells Fargo Bank Minnesota, National Association, (the "Principal") (formerly known as Norwest Bank Minnesota, N.A.), in its capacity as trustee under that certain Pooling and Servicing Agreement relating to **Home Equity Loan Asset-Backed Certificates, Series 1999-3** dated as of **September 1, 1999** (the "Agreement"), together with the Servicer Resignation, Appointment, Assumption and Amendment Agreement dated December 1, 2004 among Litton Loan Servicing LP (the "Servicer") and each party thereto.

hereby constitutes and appoints:

Litton Loan Servicing LP

its true and lawful attorney-in-fact (the "Attorney-in-Fact"), acting by and through its officers and employees, with full authority and power to execute and deliver on behalf of Principal any and all of the following instruments to the extent consistent with the terms and conditions of the Agreement:

- (i) All documents with respect to residential mortgage loans serviced for Principal by said attorney-in-fact which are customarily and reasonably necessary and appropriate to the satisfaction, cancellation, or partial or full release of mortgages, deeds of trust or deeds to secure debt upon payment and discharge of all sums secured thereby; (ii) Instruments appointing one or more substitute trustees to act in place of the trustees named in Deed of Trust; (iii) Affidavits of debt, notice of default, declaration of default, notices of foreclosure, and all such contracts, agreements, deeds, and instruments as are appropriate to effect any sale, transfer or disposition of real property acquired through foreclosure or otherwise; (iv) All other comparable instruments.

This limited Power of Attorney is effective as of the date below and shall remain in full force and effect until revoked in writing by the undersigned or termination of the Agreement, whichever is earlier.

Dated: January 11, 2007

Wells Fargo Bank, N.A.
as Trustee under the Agreement

Attest:

By: Michael C Durant
Its: Officer

By: Craig B Driver
Its: Vice President

Unofficial Witnesses:

Meghan Coffey

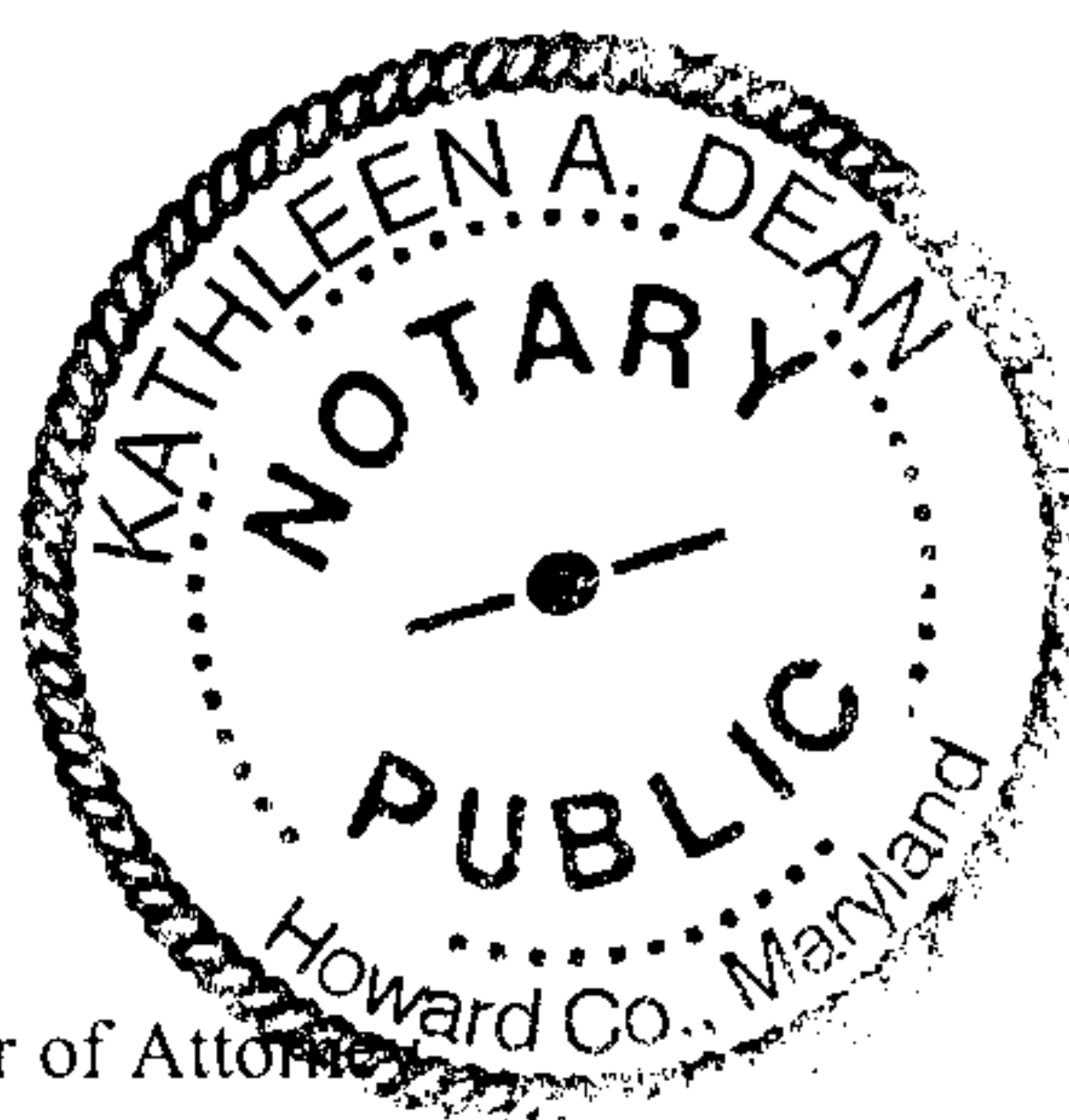
Angela Moore

STATE OF MARYLAND
COUNTY OF HOWARD

ss:

On the 11th day of January, 2007 before me, a Notary Public in and for said State, personally appeared Craig B. Driver, known to me to be Vice President of Wells Fargo Bank, N.A., and also known to me to be the person who executed this Power of Attorney on behalf of said bank, and acknowledged to me that such bank executed this Power of Attorney.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year written above.



Kathleen A. Dean, Notary Public – State of Maryland
My commission expires: 2/1/2009

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