

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that WM Specialty Mortgage LLC, a Delaware limited liability company, located at 2273 North Green Valley Parkway, Suite 14, Henderson, Nevada 89014 ("WM Specialty Mortgage"), hereby constitutes and appoints Citi Residential Lending Inc., a Delaware corporation, the successor Servicer under the terms of that certain Amended and Restated Servicing Agreement between WM Specialty Mortgage LLC, as Owner of the Mortgage Loans serviced thereunder, and Ameriquest Mortgage Company, as Servicer, dated as of July 28, 2005 (the "Agreement"), by and through its officers, WM Specialty Mortgage's true and lawful Attorney-in-Fact, in its name, place and stead and for its benefit, in connection with all Mortgage Loans serviced by the successor Servicer pursuant to the terms and conditions of the Agreement, solely for the purpose of performing such acts and executing such documents in the name of WM Specialty Mortgage necessary and appropriate to effectuate the following enumerated transactions in respect of any of the Mortgages and Mortgage Notes secured thereby and for which the successor Servicer is acting as the successor Servicer thereunder. Unless the context requires otherwise, capitalized words and phrases shall have the meanings specified in the Agreement.

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

1. The modification or re-recording of a Mortgage where the modification or re-recording is solely for the purpose of correcting the Mortgage to conform it to the original intent of the parties thereto or to correct title errors discovered after the title insurance policy was issued; provided, however, that (a) such modification or re-recording, in either instance, does not adversely affect the lien of the Mortgage as insured and (b) otherwise conforms to the provisions of the Agreement.
2. The subordination of the lien of a Mortgage to an easement in favor of a public utility company or a government agency or unit with powers of eminent domain; this section shall include, without limitation, the execution of partial satisfactions or releases, partial reconveyances or the execution or requests to trustees to accomplish same.
3. The completion of loan assumption agreements.
4. The full satisfaction or release of a Mortgage or full conveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.
5. The assignment of any Mortgage and the related Mortgage Note, in connection with the repurchase of the Mortgage Loan secured and evidenced thereby.

6. With respect to a Mortgage, the foreclosure, the taking of a deed in lieu of foreclosure, or the completion of a 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 or 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 or state law to expeditiously complete the transactions in paragraphs 6(a) through 6(e) above.
7. With respect to the sale of property acquired through a foreclosure or acceptance of a deed-in lieu of foreclosure, including, without limitation, the execution of the following documentation:
 - (a) listing agreements;
 - (b) purchase and sale agreements;
 - (c) escrow instructions; and
 - (d) any and all other documents necessary to effect the transfer of property.
8. The modification or amendment of escrow agreements established for repairs to the Mortgaged Property or reserves for replacement of personal property.
9. Endorse on behalf of WM Specialty Mortgage all checks, drafts and/or negotiable instruments made payable to WM Specialty Mortgage.

The undersigned gives the 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 confirm to all that this Limited Power of Attorney shall be effective on the date of execution hereof.

This 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 (a) limit in any manner any indemnification provided by the successor Servicer to WM Specialty Mortgage under the Agreement, (b) be construed to grant the successor Servicer the power to initiate or defend any suit, litigation or proceeding in the name of WM Specialty Mortgage, except as specifically provided for herein, or (c) grant the Attorney-in-Fact the right or power to appoint another person or entity to serve as Attorney-in-Fact. If the successor Servicer receives any notice of suit, litigation or proceeding in the name of WM Specialty Mortgage, then the successor Servicer shall promptly forward a copy of same to WM Specialty Mortgage.



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

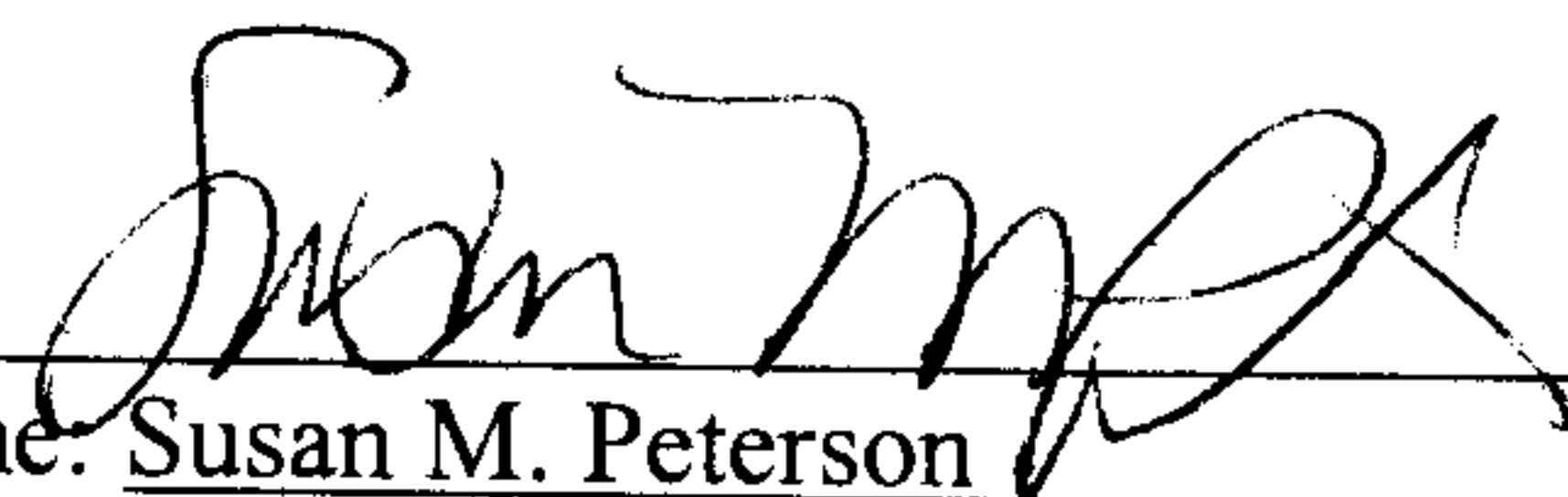
The successor Servicer hereby agrees to indemnify and hold WM Specialty Mortgage and its directors, officers, employees and agents harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred solely by reason or result of the exercise by the successor Servicer of the powers specifically granted to it hereunder. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the Agreement.

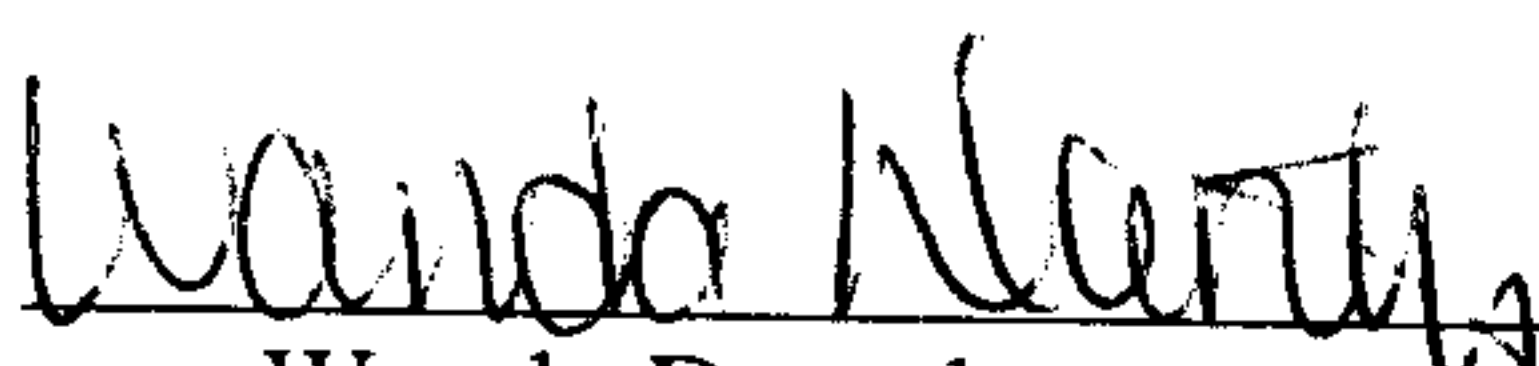
This Limited Power of Attorney is entered into and shall be governed by and construed in accordance with the internal laws of the State of Washington, without reference to the choice of law doctrine of such state.

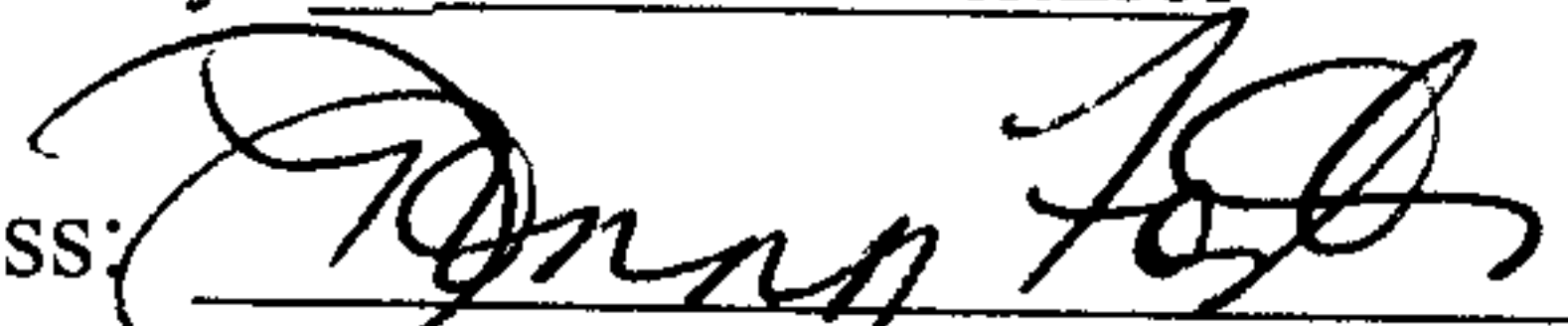
Third parties without actual notice may rely upon the exercise of the power granted under this Limited Power of Attorney, and may be satisfied that this Limited Power of Attorney shall continue in full force and effect and has not been revoked unless an instrument of revocation has been made in writing by the undersigned.

IN WITNESS WHEREOF, WM Specialty Mortgage LLC has caused this Limited Power of Attorney to be signed and acknowledged in its name and on its behalf by an authorized signatory this 20th day of March, 2008.

WM Specialty Mortgage LLC,
a Delaware limited liability company

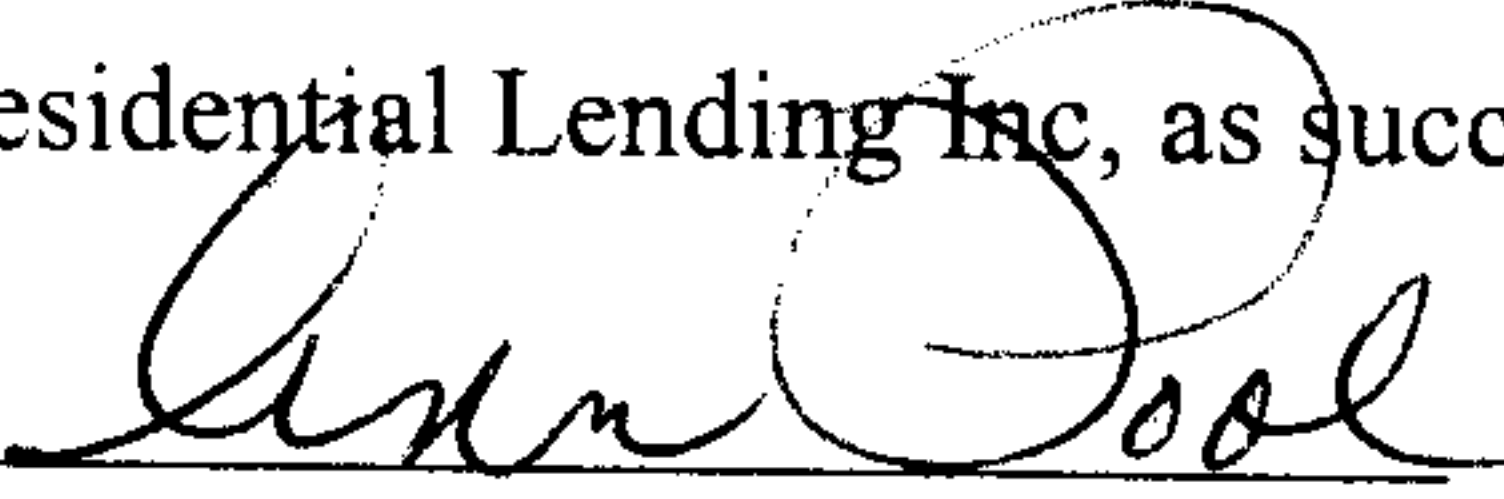
By: 
Name: Susan M. Peterson
Title: Vice President

Witness: 
By: Wanda Dantzler

Witness: 
By: Donna Foster

Acknowledged and Agreed:

Citi Residential Lending Inc, as successor Servicer

By: 
Name: _____
Title: _____

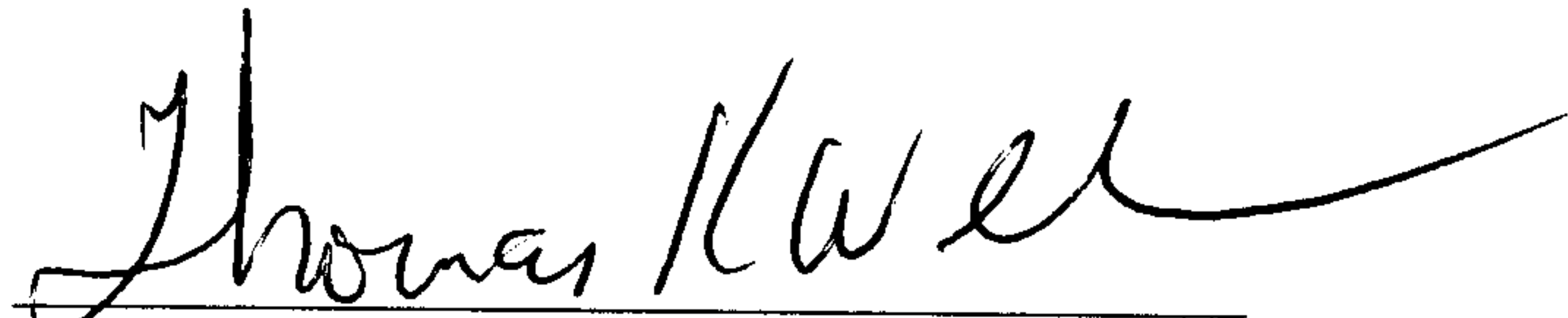

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NOTARY ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA
COUNTY OF FLORENCE

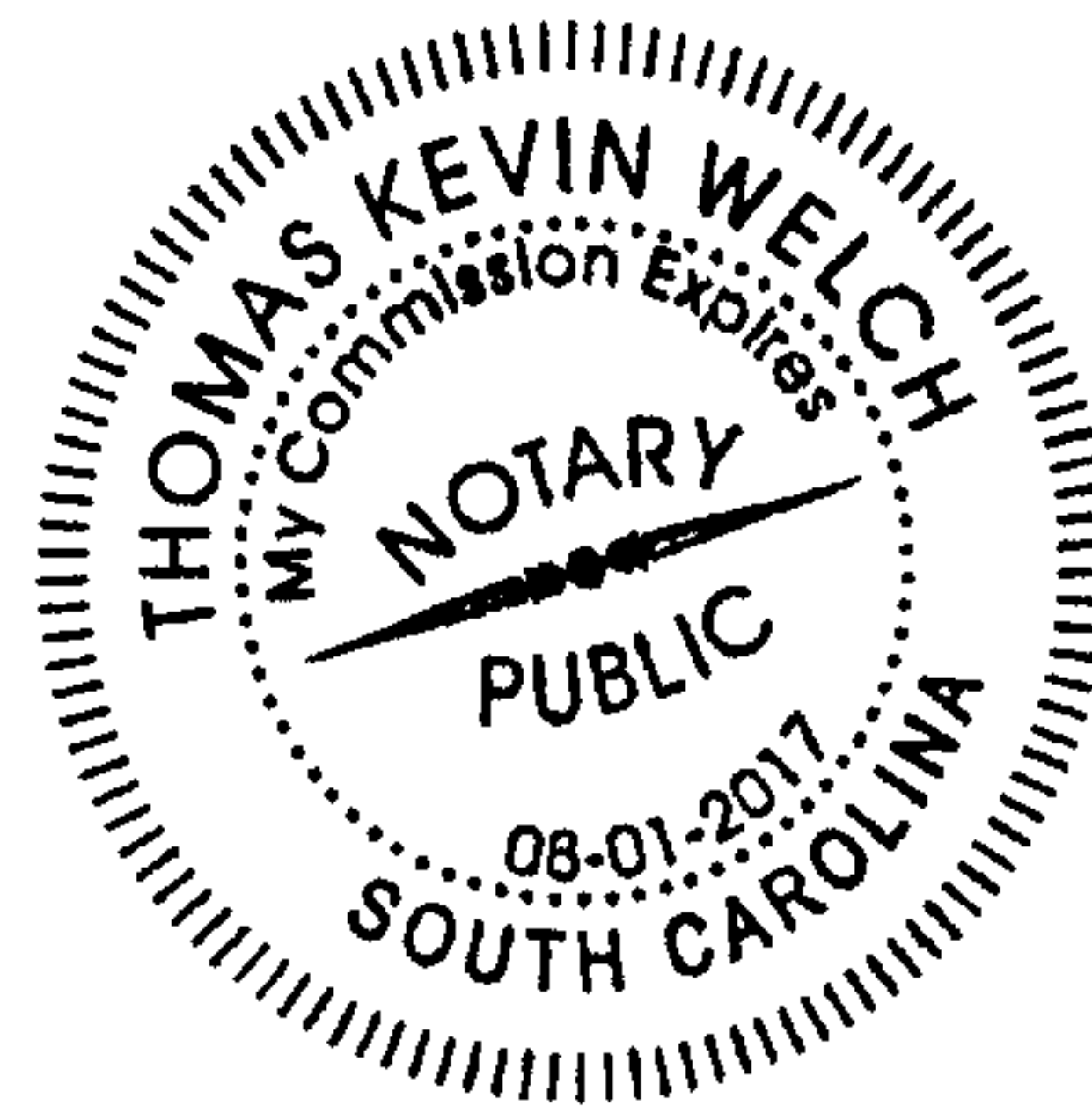
On March 20th, 2007, before me, the undersigned, a Notary Public in and for said State and County, personally appeared Susan M. Peterson, Vice President, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Notary Public, State of South Carolina
My appointment expires 8-1-2017

(Seal)



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