

RETURN TO
Prepared By
RESOURCE TITLE AGENCY OF TN, LLC
3931-B GALLATIN PIKE
NASHVILLE, TN 37216
TOM LARSON

20080708000276170 1/9 \$35.00
Shelby Cnty Judge of Probate, AL
07/08/2008 12:51:41PM FILED/CERT

LIMITED POWER OF ATTORNEY

A

KNOW ALL MEN BY THESE PRESENTS, that Deutsche Bank National Trust Company, a national banking association organized and existing under the laws of the United States, formerly known as Bankers Trust Company of California, N.A. and having its principal place of business at 1761 East St. Andrew Place, Santa Ana, California, 92705, as Trustee (the "Trustee") pursuant to each of those certain agreements referenced on Exhibit A (the "Agreement") hereby constitutes and appoints **IndyMac Bank, F.S.B.** in its capacity as servicer under each of the Agreements (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 Agreement solely for the purpose of performing such acts and executing such documents in the name of the Trustee 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 **IndyMac Bank, F.S.B.** is acting as the Servicer.

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 or Deed of Trust, where said modification or re-recording is solely 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; provided that (i) said modification or re-recording, in either instance, does not adversely affect the lien of the Mortgage or Deed of Trust as insured and (ii) otherwise conforms to the provisions of the Agreement.

2. The subordination of the lien of a Mortgage or Deed of Trust 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 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.
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 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.
9. With respect to the sale of property acquired through a foreclosure or deed-in lieu of foreclosure, including, without limitation, the execution of the following documentation:
- a. listing agreements;
 - b. purchase and sale agreements;
 - c. grant/warranty/quit claim deeds or any other deed causing the transfer of title of the property to a party contracted to purchase same;
 - d. escrow instructions; and
 - e. any and all documents necessary to effect the transfer of property.
10. The modification or amendment of escrow agreements established for repairs to 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 the date 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 (i) limit in any manner any indemnification provided by the Servicer to the Trustee under the Agreement, or (ii) be construed to grant the Servicer the power to initiate or defend any suit, litigation or proceeding in the name of Deutsche Bank National Trust Company except as specifically provided for herein. If the Servicer receives any notice of suit, litigation or proceeding in the name of Deutsche Bank National Trust Company or Bankers Trust Company of California, N.A., 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 Mortgages, Deeds of Trust 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, costs, 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 or the Servicer under the Agreement.

This Limited Power of Attorney is entered into and shall be governed by the laws of the State of New York, 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 of revocation has been made in writing by the undersigned.

IN WITNESS WHEREOF, Deutsche Bank National Trust Company, as Trustee has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by a duly elected and authorized signatory this 4th day of April, 2008.

Deutsche Bank National Trust Company, formerly known as Bankers
Trust Company of California, N.A.,
as Trustee

By: [Signature]
Name: Marion Hogan
Title: Associate

Acknowledged and Agreed
IndyMac Bank, F.S.B.

By: [Signature]
Name:
Title: Vice President **Tim Beadnell, AVP**

02867.001 #92035
State of California)
County of Orange) ss:

On April 4th, 2008, before me, the undersigned, a Notary Public in and for said state, personally appeared Marion Hogan of Deutsche Bank National Trust Company, as Trustee for (SEE ATTACHED), who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed that same in her authorized capacity, and that by her signature on the instrument the entity upon behalf of which the person acted and executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
(SEAL)

[Signature]
Notary Public, State of California

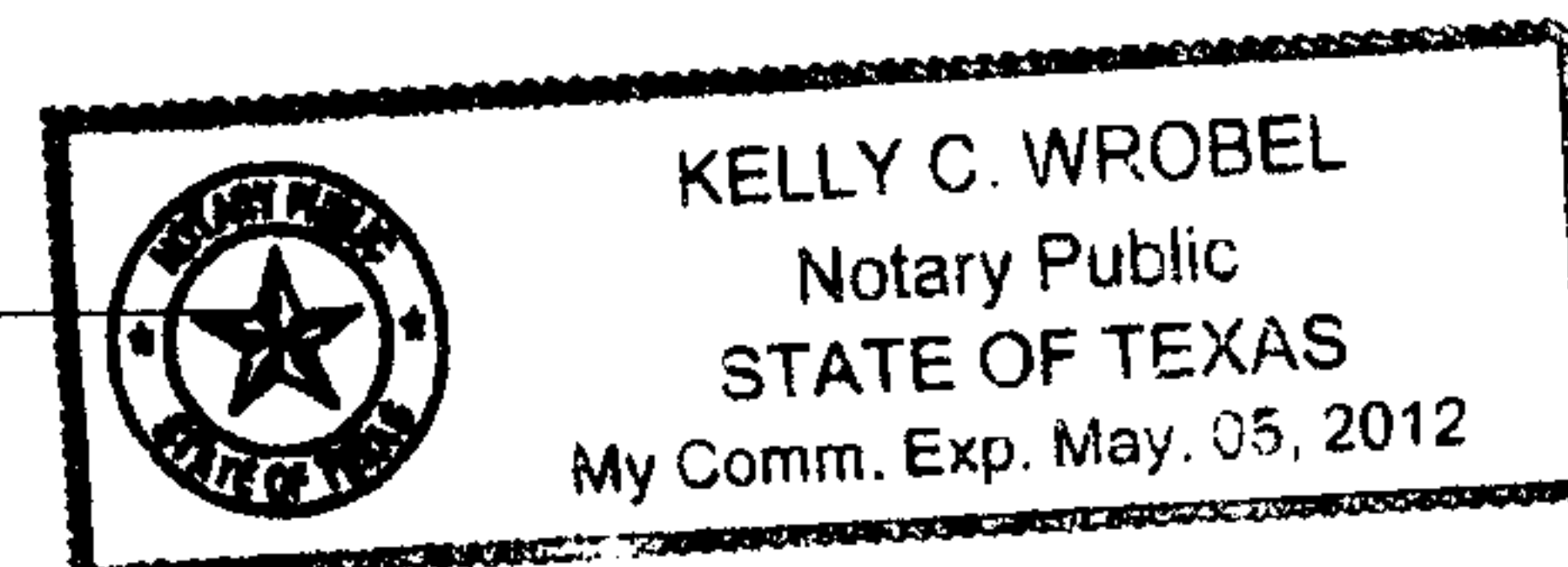
02867.001 #92035

State of Texas)
County of Williamson) ss:

On the 12th day of June 2008 in the year 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Tim Beadnell, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the within instrument.

IN WITNESS THEREOF, I have hereunto set my hand and affixed by official seal the day and year in this certificate first above written.

[Signature]
Notary Public, State of



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EXHIBIT A

Pursuant to that Pooling and Servicing Agreement dated as of: SEE BELOW THE VARIOUS POOLING AND AGREEMENT DATES (the "Agreement") by and between either (a) INDYMAC ABS., INC. AND INDYMAC BANK, F.S.B. (the "Servicer") or (b) INDYMAC MBS, INC., AND INDYMAC BANK, F.S.B. (the "Servicer") :

INVESTOR NO.	AGREEMENT	CLOSING DATE
300	SPMD 2000-C	21-Nov-2000
302	SPMD 2001-A	28-Feb-2001
305	SPMD 2001-B	28-Jun-2001
307	SPMD 2001-C	6-Nov-2001
312	SPMD 2002-A	4-Apr-2002
320	SPMD 2002-B	30-Sep-2002
321	RAST 2002-A12	27-Sep-2002
322	RAST 2002-A13	30-Oct-2002
323	RAST 2002-A14J	27-Nov-2002
324	RAST 2002-A15	27-Nov-2002
325	RAST 2002-A16	27-Dec-2002
326	RAST 2003-A1	30-Jan-2003
327	RAST 2003-A2	27-Feb-2003
329	RAST 2003-A4	27-Mar-2003
330	RAST 2003-A5	29-Apr-2003
331	RAST 2003-A6	29-May-2003
332	RAST 2003-A8	16-Jun-2003
333	RAST 2003-A7	27-Jun-2003
334	RAST 2003-A9	28-Jul-2003
335	RAST 2003-A10	28-Aug-2003
336	SPMD 2003-A	29-Aug-2003
337	RAST 2003-A11	29-Sep-2003
338	RAST 2003-A12	26-Sep-2003
339	INDYMAC 2003-L1	3-Nov-2003
340	RAST 2003-A13	24-Nov-2003
341	RAST 2003-A14	29-Dec-2003
342	RAST 2003-A15	29-Dec-2003
343	RAST 2004-A1	26-Feb-2004
344	INDYPORT 2004-I	24-Feb-2004
345	RAST 2004-A2	30-Mar-2004
346	INDX 2004-AR1	15-Mar-2004
347	RAST 2004-A3	30-Apr-2004
348	SPMD 2004-A	8-Jun-2004
349	INDX 2004-AR2	4-Jun-2004
401	RAST 2004-A6	28-Jun-2004
402	INDX 2004-AR3	29-Jun-2004
403	INDYMAC 2004-L1	17-Jun-2004
404	INDX 2004-AR4	29-Jun-2004
405	RAST 2004-A4	29-Jun-2004
406	RAST 2004-A5	28-Jun-2004
407	INDX 2004-AR5	5-Aug-2004
408	INDX 2004-AR7	30-Aug-2004
409	RAST 2004-A7	30-Aug-2004
410	INDX 2004-AR6	31-Aug-2004
412	INDX 2004-AR8	23-Sep-2004



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413	INDX 2004-AR9	30-Sep-2004
414	INDX 2004-AR10	30-Sep-2004
415	RAST 2004-A8	29-Sep-2004
416	SPMD 2004-B	30-Sep-2004
417	RAST 2004-A9	28-Oct-2004
418	INDX 2004-AR12	5-Nov-2004
419	INDX 2004-AR11	30-Nov-2004
420	INDX 2004-AR13	29-Nov-2004
421	INDX 2004-AR14	6-Dec-2004
422	SPMD 2004-C	13-Dec-2004
423	RAST 2004-IP2	17-Dec-2004
424	LOT LOAN 2004-L111	22-Dec-2004
601	INDX 2004-AR15	29-Dec-2004
602	RAST 2004-A10	29-Dec-2004
603	INDX 2005-AR1	28-Jan-2005
604	INDX 2005-AR2	27-Jan-2005
605	RAST 2005-A2	28-Jan-2005
606	INDX 2005-AR4	7-Feb-2005
607	INDX 2005-AR3	25-Feb-2005
608	RAST 2005-A1	25-Feb-2005
609	INABS 2005 A	11-Mar-2005
610	INDX 2005-AR6	18-Mar-2005
611	RAST 2005-A4	30-Mar-2005
612	RAST 2005-A3	30-Mar-2005
613	INDX 2005-AR5	30-Mar-2005
614	RAST 2005 A5	25-Apr-2005
615	INDX 2005-AR7	28-Apr-2005
616	INDX 2005-AR8	28-Apr-2005
617	INDX 2005-AR10	6-May-2005
618	RAST 2005-A7	27-May-2005
619	RAST 2005-A6	27-May-2005
620	INDX 2005-AR9	27-May-2005
622	INDX 2005 AR12	6-Jun-2005
623	LOT LOANS 2005-L1	14-Jun-2005
624	INABS 2005-B	17-Jun-2005
625	INDX 2005-AR11	29-Jun-2005
626	INDX 2005-AR13	29-Jun-2005
627	INDX 2005-AR14	29-Jun-2005
628	RAST 2005- A8 CD	29-Jun-2005
629	RAST 2005-A9	29-Jun-2005
630	INDX 2005-AR16IP	11-Jul-2005
631	INDX 2005-AR17	29-Jul-2005
632	INDX 2005-AR15	29-Jul-2005
633	INDX 2005-AR19	31-Aug-2005
634	INDX 2005-AR21	30-Aug-2005
635	RAST 2005-A10	30-Aug-2005
636	INDX 2005-AR18	7-Sep-2005
637	INABS 2005-C	29-Sep-2005
638	LOT LOANS 2005-L2	16-Sep-2005
639	INDB 2005-AR1	21-Sep-2005
640	INDA 2005-AR1	29-Sep-2005
641	RAST 2005-A13	29-Sep-2005
642	RAST 2005-A11	28-Sep-2005
643	INDX 2005-AR23	28-Sep-2005
644	RAST 2005-A12	29-Sep-2005
645	RAST 2005-A14	28-Oct-2005
646	INDX 2005-AR27	28-Oct-2005



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647	INDX 2005-AR25	31-Oct-2005
648	INDX 2005-AR29	30-Nov-2005
649	INDX 2005-AR31	29-Nov-2005
650	INDA 2005-AR2	29-Nov-2005
651	INABS 2006-A	9-Feb-2006
652	RAST 2006-A1	27-Feb-2006
653	INABS 2005-D	30-Dec-2005
654	LOT LOANS 2005-L3	16-Dec-2005
655	INDA 2005-AR33	29-Dec-2005
656	RAST 2005 A15	29-Dec-2005
657	RAST 2005 A16	29-Dec-2005
658	INDX 2005-AR35	29-Dec-2005
659	INDX 2006-AR2	28-Feb-2006
660	INDX 2006-AR3	28-Feb-2006
661	INABS 2006-B	14-Mar-2006
662	Lot Loans 2006-L1	17-Mar-2006
663	RAST 2006-A2	30-Mar-2006
664	RAST 2006-A4	30-Mar-2006
665	INDX 2006-AR4	31-Mar-2006
666	INDX 2006-AR5	30-Mar-2006
667	INDX 2006-AR7	30-Mar-2006
668	RAST 2006-A3	30-Mar-2006
669	INDX 2006-AR9	27-Apr-2006
670	RAST 2006 A5	27-Apr-2006
671	INDS 2006-I	27-Apr-2006
672	INDX 2006 AR6	28-Apr-2006
673	INDX 2006-AR11	27-Apr-2006
674	INDX 2006-AR13	30-May-2006
675	RAST 2006-A6	30-May-2006
676	INDX 2006-AR8	31-May-2006
677	INABS 2006-C	15-Jun-2006
678	INDS 2006-L2	15-Jun-2006
679	INDS 2006-A	22-May-2006
680	INDX 2006-AR15	30-May-2006
681	RAST 2006-A7 CB	30-May-2006
683	INABS 2006-D	13-Sep-2006
684	RAST 2006-A8	28-Jun-2006
685	INDX 2006-AR21	28-Jun-2006
686	INDA 2006-AR1	29-Jun-2006
687	INDS 2006-2B	18-Sep-2006
688	INDX 2006-AR19	29-Jun-2006
690	INDB 2006-I	29-Jun-2006
693	RAST 2006-A9CB	27-Jul-2006
694	RAST 2006-A10	27-Jul-2006
695	INDX 2006-AR23	28-Jul-2006
696	INDX 2006-AR12	27-Jul-2006
697	INDX 2006-AR25	28-Jul-2006
698	RAST 2006-A11	29-Aug-2006
699	INDA 2006-AR2	30-Aug-2006
6001	INDX 2006-AR27	30-Aug-2006
6002	LOT LOAN 2006-L3	25-Sep-2006
6003	RAST 2006-A12	27-Sep-2006
6004	INDX 2006-AR31	27-Sep-2006
6006	RAST 2006-A13	27-Oct-2006
6007	INDA 2006-AR3	30-Oct-2006
6008	RAST 2006-A14 CB	3-Nov-2006
6009	INDX 2006-AR14	31-Oct-2006

6011	INDX 2006-AR29	28-Sep-2006
6012	INDX 2006-FLX1	28-Sep-2006
6013	RAST 2006-A15	28-Nov-2006
6014	INDX 2006-AR35	29-Nov-2006
6015	INDX 2006-AR33	29-Nov-2006
6017	INDS 2006-3	7-Dec-2006
6018	INABS 2006-E	8-Dec-2006
6019	LOT LOAN 2006-L4	21-Dec-2006
6020	INDX 2006-AR39	28-Dec-2006
6021	INDX 2006-AR37	28-Dec-2006
6022	RAST 2006-A16	28-Dec-2006
6023	INDX 2006-AR41	28-Dec-2006
6027	INDA 2007-AR1	30-Jan-2007
6028	RAST 2007-A1	30-Jan-2007
6029	INDX 2007-FLX1	31-Jan-2007
6030	INDS 2007-1	14-Feb-2007
6032	INDX 2007-AR1	27-Feb-2007
6033	INDX 2007-FLX2	28-Feb-2007
6034	RAST 2007-A2	27-Feb-2007
6035	RAST 2007-A3	27-Feb-2007
6031	INABS 2007-A	13-Mar-2007
6024	INDS 2007-2	22-Mar-2007
6037	RMBT 2007-L1	27-Mar-2007
6040	RAST 2007-A5	29-Mar-2007
6038	INDX 2007-AR5	29-Mar-2007
6044	INDX 2007-AR7	27-Apr-2007
6045	INDX 2007-AR9	27-Apr-2007
6046	INDX 2007-AR11	27-Apr-2007
6042	INDA 2007-AR2	27-Apr-2007
6043	INDX 2007-FLX3	30-Apr-2007
6047	RAST 2007-A6	30-Apr-2007
6048	IMSC 2007-F1	29-May-2007
6049	INDX 2007-FLX4	30-May-2007
6050	INDA 2007-AR3	30-May-2007
6051	INDX 2007-AR13	30-May-2007
6052	RAST 2007-A7	30-May-2007
6053	INABS 2007-B	12-Jun-2007
6056	INDA 2007-AR4	27-Jun-2007
6057	INDX 2007-FLX5	27-Jun-2007
6064	INDX 2007-AR17	27-Jun-2007
6060	INDX 2007-AR15	28-Jun-2007
6061	IMSC 2007-AR1	28-Jun-2007
6062	IMSC 2007-F2	28-Jun-2007
6063	IMJA 2007-A1	28-Jun-2007
6058	RAST 2007-A8	29-Jun-2007
6059	IMSC 2007-HOA1	29-Jun-2007
6065	RAST 2007-A9	26-Jul-2007
6066	IMSC 2007-AR2	30-Jul-2007
6067	INDA 2007-AR5	30-Jul-2007
6068	INDX 2007-FLX6	30-Jul-2007
6069	INDX 2007-AR19	30-Jul-2007
6070	INDA 2007-AR6	30-Aug-2007
6071	IMSC 2007-F3	30-Aug-2007
6072	IMJA 2007-A2	30-Aug-2007
6073	IMJA 2007-A3	25-Sep-2007
6075	INDA 2007-AR7	27-Sep-2007

