

**LIMITED POWER OF ATTORNEY**

This Limited Power of Attorney is made on this 23rd<sup>th</sup> day of July, 2008, in connection with the servicing agreement by and between DLJ Mortgage Capital, Inc. a Delaware Corporation (the "Owner"), having its principal office located at 11 Madison Avenue, New York, NY 10010 and Countrywide Home Loans, Inc. (the "Servicer"), dated as of March 1, 2004 (the "Servicing Agreement").

The Owner owns certain mortgage loans secured by mortgages or deeds of trust on residential real property and certain loans secured by liens on co-op shares and the related co-op lease (the "Loans") and the servicing rights relating to such Loans.

The Servicer has agreed to service the Loans pursuant to the terms of the Servicing Agreement.

The Owner hereby makes, constitutes and appoints the Servicer, its true and lawful attorney-in-fact, with full power and authority to sign, execute, acknowledge, deliver, file or record, any instrument on its behalf and to perform such other act or acts 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 promissory notes secured thereby (the "Mortgage Notes") for which the Servicer is acting as Servicer under the Servicing Agreement.

This appointment shall apply to the following enumerated transactions only:

1. The modification or re-recording of a Mortgage, where said modification or re-recording is for the purpose of correcting the Mortgage to conform to the original intent of the parties 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 as insured.
2. The execution of partial satisfactions/releases, partial reconveyances or the execution of requests to trustees to accomplish same.
3. With respect to a Mortgage, 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;
  - b. Statements of breach or non-performance;
  - c. Notices of default;
  - d. Cancellations/rescissions of notices of default and/or notices of sale;
  - e. The taking of a deed in lieu of foreclosure; and
  - f. Such other documents and actions as may be necessary under the terms of the Mortgage or state law to expeditiously complete said transactions.
4. 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 or on real estate owned.
5. The completion of loan assumption agreements.
6. The full satisfaction/release of a Mortgage or full reconveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.



7. The assignment of any Mortgage and the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby pursuant to the requirements of the Agreement including, without limitation, by reason of a conversion or adjustable rate mortgage loan from a variable rate to a fixed rate.
8. The full assignment of a Mortgage upon payment and discharge of all sums secured thereby in conjunction with the refinancing thereof, including, without limitation, the endorsement of the related Mortgage Note.
9. The Endorsement or negotiation of checks, money orders, drafts, cashiers check and similar media of payment for deposit in the appropriate custodial account.

Nothing herein shall give any attorney-in-fact the rights or powers to negotiate or settle any suit, counterclaim or action against the Owner. The Owner will not be responsible for inspection of any items being executed pursuant to this Limited Power of Attorney and as such, is relying upon the Servicer to undertake whatever procedures may be necessary to confirm the accuracy of such items.


Any third party may rely upon a copy of this Limited Power of Attorney, to the same extent as if it were an original, and shall be entitled to rely on a writing signed by the Servicer to establish conclusively the identity of a particular right, power, capacity, asset, liability, obligation, property, loan or commitment of Servicer for all purposes of this Limited Power of Attorney.

Servicer shall not be obligated to furnish bond or other security in connection with its actions hereunder.

The Owner authorizes Servicer, by and through any of its directors or officers, or any other employee who is duly authorized by Servicer to certify, deliver and/or record copies and originals of this Limited Power of Attorney.


The Servicer hereby agrees to indemnify and hold the Owner 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.

If any provision of this Limited Power of Attorney shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions hereof shall not be affected thereby.

  
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Shelby Cnty Judge of Probate, AL  
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IN WITNESS WHEREOF, the Owner has caused this Limited Power of Attorney to be executed and subscribed in its name as of July 23, 2008.

DLJ MORTGAGE CAPITAL, INC.

By:   
Name: Kevin Steele  
Title: Vice President

STATE OF NEW YORK                    )  
  : ss.:  
COUNTY OF NEW YORK                )


On this 23<sup>rd</sup> day of July 2008, before me, the undersigned, a Notary Public in and for said state, appeared the above named individual, personally known or proved to me on the basis of satisfactory evidence to be a Vice President of DLJ Mortgage Capital, Inc., the corporation the individual(s) who(s) name is (are) subscribed to the within instrument and acknowledge to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument the individual(s), or the person on behalf of which the individual(s) acted executed the instrument.

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

  
Notary Public

[NOTARIAL SEAL]

Arthur A. Loskove  
Notary Public, State of New York  
No. 02LO6177589  
Qualified in New York County  
Certificate Filed in New York County  
Commission Expires November 3, 2011

  
20081006000393900 3/3 \$17.00  
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