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**When recorded return to:**

EMC Mortgage Corporation  
Attn: Collateral Management  
2780 Lake Vista Drive  
Lewisville, TX 75067-3884  
214/626-2800

✓

20090506000169130 1/4 \$20.00  
Shelby Cnty Judge of Probate, AL  
05/06/2009 02:30:40 PM FILED/CERT

20080427537  
08/14/2008 RP2 \$24.00

**LIMITED POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, Citibank, N.A., a national banking association and having an office for the conduct of business in New York, New York, solely in its capacity as Trustee (in such capacity the "Trustee") under the Pooling and Servicing Agreement dated as of July 1, 2006 entered into between Structured Asset Mortgage Investments II Inc. as Depositor (in such capacity the "Depositor"), EMC Mortgage Corporation, as Sponsor and Company (in such capacity, the "Sponsor " and "Company"), Wells Fargo Bank, National Association (the "Master Servicer and Securities Administrator"), and Citibank N.A., as Trustee (the "Pooling Agreement") pursuant to which Bear Stearns ALT-A Trust, Mortgage Pass-Through Certificates Series 2006-5 are issued and not in its individual corporate capacity, hereby constitutes and appoints EMC Mortgage Corporation, as its true and lawful attorney-in-fact, in its name, place and stead and for its use and benefit, to execute and acknowledge in writing or by facsimile stamp or otherwise all documents customarily and reasonably necessary and appropriate for the tasks described in items (i) through (viii) below relating to certain mortgage loans (the "Loans") owned by the undersigned, as Trustee, as serviced by EMC Mortgage Corporation, as the Company under the Pooling Agreement. These Loans are comprised of Mortgages, Deeds of Trust, Deeds to Secure Debt, Co-ops and other forms of Security Instruments (collectively the "Security Instruments") and the notes secured thereby (the "Notes").

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- 059-14-2239
- i. The Substitution of Trustee(s) in Deeds of Trust and/or Deeds to Secure Debt in the name of the undersigned, as Trustee,
  - ii. The Extension and/or Renewal of Financing Statements in the name of the undersigned, as Trustee,
  - iii. The Satisfaction, Assignment and/or Release of Security Instruments and/or Financing Statements in the name of the undersigned, as Trustee, or the issuance of Deeds of Reconveyance upon payment in full and/or discharge of the Notes secured thereby,
  - iv. The Modification and/or Partial Release of Security Instruments, including the subordination of a Security Instrument to an easement in favor of an entity with powers of eminent domain.
  - v. The Assumption of Security Instruments and the Notes secured thereby,
  - vi. The right to collect, accelerate, initiate suit on and/or foreclose all Loans, and
  - vii. The right to manage, sell, convey or transfer the real and/or personal property specified in the Security Instruments.
  - viii. The endorsement of loss payable drafts or other checks that are necessary to effectuate proper servicing of the loan or repairs to the real property encumbered by the Security Instrument.

The undersigned gives to said attorney-in-fact full power and authority to execute such instruments as if the undersigned were personally present, hereby ratifying and confirming all that said attorney-in-fact shall lawfully do or cause to be done by authority hereof. The undersigned also gives to said attorney-in-fact full power and authority to appoint by subsequent power of attorney a subservicer (a "Subservicer") to act in its stead so long as the Trustee is given prior notice of such appointment. Third parties without actual notice may rely upon the power granted to said attorney-in-fact under this Limited Power of Attorney and may assume that, upon the exercise of such power, all conditions precedent to such exercise of power have been satisfied and this Power of Attorney has not been revoked unless an Instrument of Revocation has been recorded.



This limited power of attorney has been executed and is effective as of this 6th day of May, 2008 and the same and any subsequent limited power of attorney given to any Subservicer shall terminate on the date that is the earlier of (i) one year from the date hereof and (ii) the occurrence of any of the following events or until revoked in writing by the undersigned provided, that so long as none of the following events below have occurred or continuing, the Trustee shall execute and deliver a replacement power of attorney:

- i. the supervision or termination of EMC Mortgage Corporation as the Company with respect to the Loans serviced under the Pooling Agreement,
- ii. the transfer of servicing from EMC Mortgage Corporation to another Servicer with respect to the Loans serviced under the Pooling Agreement,
- iii. the appointment of a receiver or conservator with respect to the business of the attorney-in-fact or EMC Mortgage Corporation, or
- iv. the filing of a voluntary or involuntary petition of bankruptcy by the attorney-in-fact, EMC Mortgage Corporation, or any of their creditors.

Notwithstanding the foregoing, the power and the authority given to said attorney-in-fact or any Subservicer under this Limited Power of Attorney shall be revoked with respect to a particular Pooling Agreement and the Loans subject thereto upon the occurrence of:

- i. the suspension or termination of EMC Mortgage Corporation as the Company under such Pooling Agreement; or
- ii. the transfer of servicing under such Pooling Agreement from EMC Mortgage Corporation to another Servicer.

Nothing contained herein shall be deemed to amend or modify the related Pooling Agreements or the respective rights, duties or obligations of the Trustee or EMC Mortgage Corporation thereunder, and nothing herein shall constitute a waiver of any rights or remedies thereunder. If this limited power of attorney is revoked or terminated for any reason whatsoever, a limited power of attorney given by the Servicer to any Subservicer shall be deemed to be revoked or terminated at the same time.

This Limited Power of Attorney supersedes all prior powers of attorney given by the undersigned to EMC Mortgage Corporation for the Loans, and all such powers and the authority granted thereunder are hereby revoked effective as of the date of recording of this Limited Power of Attorney.

EMC Mortgage Corporation  
as Company

Name: SALLY WALKER  
Title: ASSISTANT SECRETARY

Witness:

Trisha Brown  
Trisha Brown

Witness:

Tiffany Simpkins  
Tiffany Simpkins

STATE OF NEW YORK )  
COUNTY OF NEW YORK ) SS

On May 6, 2008 before me, a Notary Public in and for said State, personally appeared John Hannon, known to me to be a Vice President of Citibank, N.A., a national banking association that executed the within instrument, and also known to me to be the person who executed said instrument on behalf of such national banking association and acknowledged to me that such national banking association executed the within 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.

Zenaida Santiago  
Notary Public  
ZENAIDA SANTIAGO

NOTARY PUBLIC-STATE OF NEW YORK

No. 01SA6152564

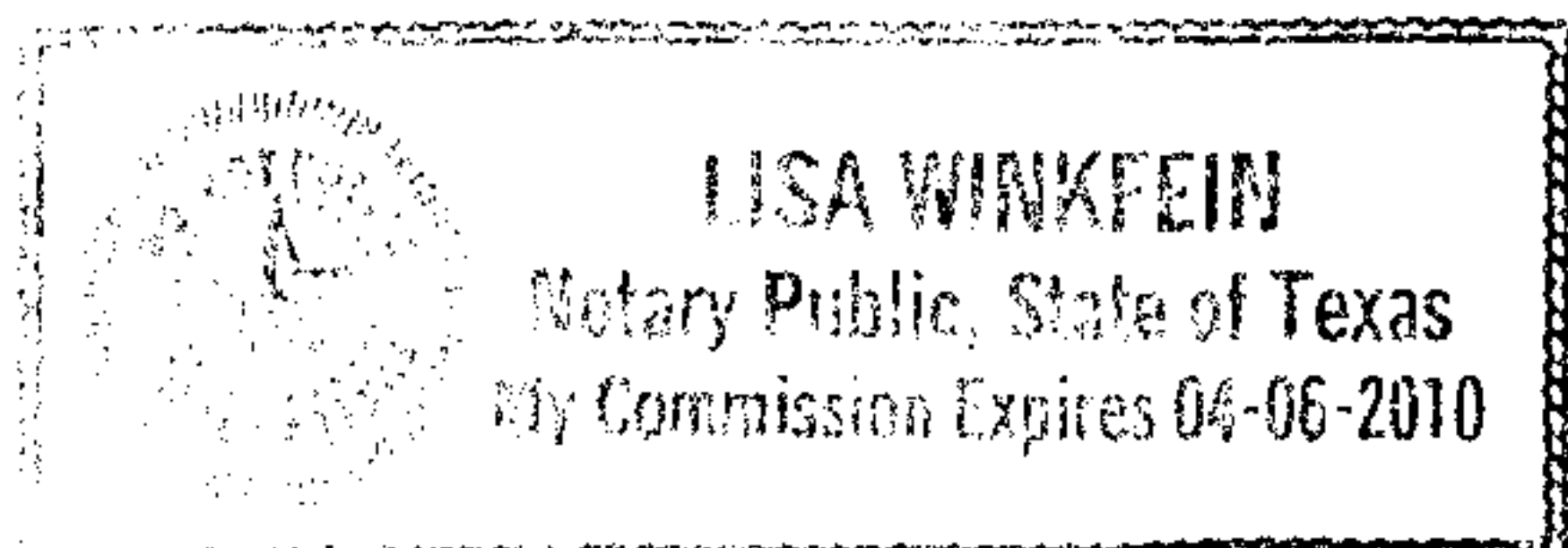
Qualified in Kings County

My Commission Expires September 18, 2010

STATE OF TEXAS )  
COUNTY OF DENTON ) SS

On 5/12/08, before me, a Notary Public in and for said State, personally appeared Sally Walker, known to me to be a Asst-Sec. of EMC Mortgage Corporation that executed the within instrument, and also known to me to be the person who executed said instrument on behalf of such corporation and acknowledged to me that such national banking association executed the within 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.



Lisa Winkfein  
Notary Public



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COUNTY CLERK  
HARRIS COUNTY, TEXAS

Citibank, N.A.  
as Trustee

Name: John Hannon  
Title: Vice President

Witness:

Name: Cirino Emanuele  
Title: Vice President

Witness:

Name: Louis Piscitelli  
Title: Vice President

2009-05-06 14:23:02

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL  
PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.  
THE STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time  
stamped hereon by me; and was duly RECORDED. In the Official Public Records of Real Property of Harris  
County, Texas on

AUG 14 2008



*Beverly B. Layman*

COUNTY CLERK  
HARRIS COUNTY, TEXAS



20090506000169130 4/4 \$20.00  
Shelby Cnty Judge of Probate, AL  
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