343,0010 Chelling Fil-



Shelby Cnty Judge of Probate, AL 05/12/2009 10:18:32 AM FILED/CERT

Washington County, Oregon 04/03/2009 03:25:20 PM

2009-027953

D-PA Crit=1 Stn=29 RECORDS1 \$20.00 \$5.00 \$11.00 - Total = \$38.00



i, Richard Hobernicht, Director of Assessment and Texation and Ex-Officie County Ciert for Weshington County, Oregon, do hereby certify that the within instrument of writing was received and recorded in the book of records of said coupty.

Richard Hobernicht, Director of Assessment and Taxation, Ex-Officio County Clerk

After recording return to:
Wilshire Credit Corporation
14523 SW Millikan Way, Suite 200
Beaverton, OR 97005

Attn: Title Services

Limited Power of Attorney

U.S. Bank National Association, as Successor Trustee to Bank of America, National Association, as successor by merger to LaSalle Bank National Association, a national banking association organized under the laws of the United States, as Trustee (the "Trustee") under the various Pooling and Servicing Agreements related to the securitizations listed on Exhibit A attached hereto, having its principal office located at 60 Livingston Avenue, Saint Paul, MN 55107, hereby makes, constitutes and appoints Wilshire Credit Corporation, having its office located at 14523 SW Millikan Way, Suite 200, Beaverton, Oregon 97005, its true and lawful attorney-in-fact, with full power and authority to sign, execute, acknowledge, deliver, file and 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 Wilshire Credit Corporation is acting as Servicer.

Without limitation, this appointment shall apply to the following enumerated transactions:

- 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 subordination of the lien of a Mortgage.
- 3. The execution of partial satisfactions/releases, partial reconveyances or the execution of requests to trustees to accomplish same.
- 4. 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 of 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
 - Such other documents and actions as may be necessary under the terms of the Mortgage or state law to expeditiously complete said transactions.

- 5. 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.
- 6. The completion of loan assumption agreements.
- 7. 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.
- 8. 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 Servicing Agreement including, without limitation, by reason of a conversion or adjustable rate mortgage loan from a variable rate to a fixed rate.
- 9. 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.
- 10. The registration of loan collateral and real estate owned with municipalities, counties, states, and other governmental entities as required by law, including without limitation, the execution of documents, forms, and other instruments necessary to comply with such law and/or to preserve loan collateral and real estate owned.
- 11. To the extent permitted by law, the appearance in legal and administrative proceedings, actions, disputes, and matters concerning loan collateral and real estate owned, and the execution of documents necessary to effectuate such appearance, including without limitation, affidavits, pleadings, settlements, agreements, stipulations, and letters of consent.

Notwithstanding anything contained herein to the contrary, Wilshire Credit Corporation shall not, without the Trustee's written consent, and such consent shall not be unreasonably withheld: (i) initiate any action, suit or proceeding directly relating to the servicing of a Mortgage Loan solely under the Trustee's name without indicating Wilshire Credit Corporation in its applicable, representative capacity, so long as the jurisdictional and procedural rules will allow for this insertion to occur, (ii) initiate any action, suit or proceeding not directly relating to the servicing of a Mortgage Loan (including but not limited to actions, suits or proceedings against Certificateholders, or against the Depositor or any Mortgage Loan Seller for breaches of representations and warranties) solely under the Trustee's name, (iii) engage counsel to represent the Trustee in any action, suit or proceeding not directly relating to the servicing of a Mortgage Loan (including but not limited to actions, suits or proceedings against Certificateholders, or against the Depositor or any Mortgage Loan Seller for breaches of representations and warranties), or (iv) prepare, execute or deliver any government filings, forms, permits, registrations or other documents or take any action with the intent to cause, and that actually causes, the Trustee to be registered to do business in any state.

The undersigned gives Wilshire Credit Corporation 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.

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 has not been revoked unless an instrument of revocation has been made in writing by the undersigned.

This Limited Power of Attorney shall be effective as of the 31st day of March, 2009.

20090512000177960 2/4 \$20.00 Shelby Cnty Judge of Probate, AL

05/12/2009 10:18:32 AM FILED/CERT

The Trustee shall be entitled to indemnification under this Limited Power of Attorney to the extent provided by the Servicer in, and subject to the terms of, the Pooling and Servicing Agreement.

Witness my hand and seal this 31st day of March, 2009.

NO CORPORATE SEAL

U.S. Bank National Association, as Successor Trustee to Bank of America, National Association, as successor by merger to LaSalle Bank National Association, as Trustee

WITNESS, Susan Kranz

WITNESS Erin Sandstrom

By: Diane L. Reynolds Vice President

By: Brian Giel Assistant Vice President

FOR CORPORATE ACKNOWLEDGMENT

State of Minnesota

County of Ramsey

On this 31st day of March, 2009, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Diane L. Reynolds and Brian Giel, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as Vice President and Assistant Vice President of U.S. Bank National Association, a national banking association, and known to me to be the person who executed the within instrument on behalf of the national banking association therein named, and acknowledge to me that such national banking association executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

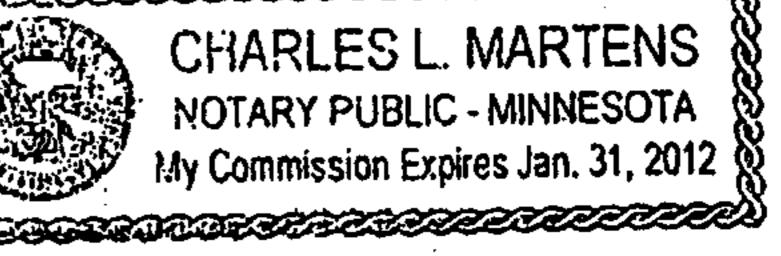
WITNESS my hand and official seal.

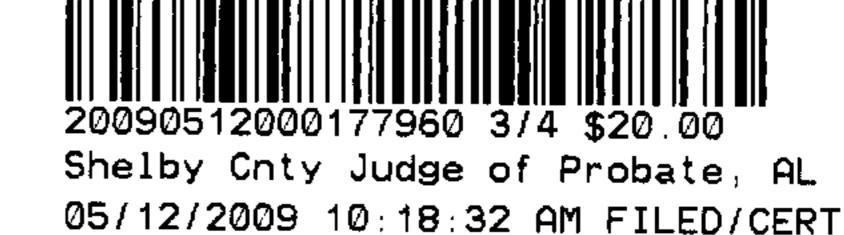
Signature (

Charles L. Martens

My commission expires: 01/31/2012

(NOTARY SEAL)





| 432 | MLMI 2005-SL3 | U.S. Bank National Association, as Successor Trustee to Bank of America, National Association, as successor by merger to LaSalle Bank National Association as Trustee for the MLMI Trust Series 2005-SL3 |
|------|----------------|--|
| 436 | MLMI 2006-SL1 | U.S. Bank National Association, as Successor Trustee to Bank of America, National Association, as successor by merger to LaSalle Bank National Association as Trustee for the MLMI Trust Series 2006-SL1 |
| 636 | MLMI 2006-RM1 | U.S. Bank National Association, as Successor Trustee to Bank of America, National Association, as successor by merger to LaSaile Bank National Association as Trustee for MLMI Trust Series 2006-RM1 |
| 637 | MLMI 2006-WMC2 | U.S. Bank National Association, as Successor Trustee to Bank of America, National Association, as successor by merger to LaSalle Bank, N.A. as Trustee for the MLMI Trust Series 2006-WMC2 |
| 639 | MLMI 2006 HE2 | U.S. Bank National Association, as Successor Trustee to Bank of America, National Association, as successor by merger to LaSalle Bank, N.A. as Trustee for the MLMi Trust Series 2006-HE2 |
| 643 | MLMI 2008-AR1 | U.S. Bank National Association, as Successor Trustee to Bank of America, National Association, as successor by merger to LaSalle Bank, N.A. as Trustee for the MLMI Trust Series 2006-AR1 |
| 652 | MLMI 2006-RM2 | U.S. Bank National Association, as Successor Trustee to Bank of America, National Association, as successor by merger to LaSalle Bank, N.A. as Trustee for the MLMI Trust Series 2006-RM2 |
| 657 | MLMI 2006-AHL1 | U.S. Bank National Association, as Successor Trustee to Bank of America, National Association, as successor by merger to LaSalle Bank, N.A. as Trustee for the MLMI Trust Series 2006-AHL1 |
| 659 | MLMI 2006-HE3 | U.S. Bank National Association, as Successor Trustee to Bank of America, National Association, as successor by merger to LaSalle Bank, N.A. as Trustee for the MLMI Trust Series 2006-HE3 |
| 860 | MLMI 2006-FM1 | U.S. Bank National Association, as Successor Trustee to Bank of America, National Association, as successor by merger to LaSalle Bank, N.A. as Trustee for the MLMI Trust Series 2006-FM1 |
| 669 | MLMI 2006-HE4 | U.S. Bank National Association, as Successor Trustee to Bank of America, National Association, as successor by merger to LaSalle Bank, N.A. as Trustee for the MLMI Trust Series 2006-HE4 |
| 674 | MLMI 2006-SD1 | U.S. Bank National Association, as Successor Trustee to Bank of America, National Association, as successor by merger to LaSalle Bank, N.A. as Trustee for the MLMI Trust Series 2006-SD1 |
| 679 | MLMI 2006-MLN1 | U.S. Bank National Association, as Successor Trustee to Bank of America, National Association, as successor by merger to LaSalle Bank, N.A. as Trustee for the MLMI Trust Series 2006-MLN1 |
| 680 | MLMI 2006-RM4 | U.S. Bank National Association, as Successor Trustee to Bank of America, National Association, as successor by merger to LaSalle Bank, N.A. as Trustee for the MLMI Trust Series 2006-RM4 |
| 685 | MLMI 2006-RM5 | U.S. Bank National Association, as Successor Trustee to Bank of America, National Association, as successor by merger to LaSalle Bank, N.A. as Trustee for the MLMI Trust Series 2006-RM5 |
| 689 | MLMI 2006-HE6 | U.S. Bank National Association, as Successor Trustee to Bank of America, National Association, as successor by merger to LaSalle Bank, N.A. as Trustee for the MLMI Trust Series 2006-HE6 |
| 1502 | MLMI 2007-HE1 | U.S. Bank National Association, as Successor Trustee to Bank of America, National Association, as successor by merger to LaSalle Bank, N.A. as Trustee for the MLMI Trust Series 2007-HE1 |
| 1504 | MLMI 2007-SD1 | U.S. Bank National Association, as Successor Trustee to Bank of America, National Association, as successor by merger to LaSalle Bank, N.A. as Trustee for the MLMI Trust Series 2007-SD1 |
| 1508 | MLMI 2007-HE3 | U.S. Bank National Association, as Successor Trustee to Bank of America, National Association, as successor by merger to LaSalle Bank, N.A. as Trustee for the MLMI Trust Series 2007-HE3 |



I, Richard W. Hobernicht, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, do hereby certify this to be a true and correct copy of the original.

Date: 1009

20090512000177960 4/4 \$20.00

Shelby Cnty Judge of Probate, AL 05/12/2009 10:18:32 AM FILED/CERT