

RECORDING REQUESTED BY

LSI TITLE, FNDS DIVISION

WHEN RECORDED MAIL TO
WASHINGTON MUTUAL BANK
7255 BAYMEADOWS WAY
JAXA3030
JACKSONVILLE, FL 32256



Sacramento County Recorder
Frederick B. Garcia, Clerk/Recorder
BOOK **20080812** PAGE **0344**

Check Number 9672

Tuesday, AUG 12, 2008 8:52:19 AM
Ttl Pd \$23.00 Nbr-0005522920

KPO/36/1-5

THIS SPACE FOR RECORDER'S USE ONLY

LIMITED POWER OF ATTORNEY


K835230



20100707000215210 1/5 \$24.00
Shelby Cnty Judge of Probate, AL
07/07/2010 11:21:39 AM FILED/CERT

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(ADDITIONAL FEES APPLY)

Prepared by Washington Mutual Bank
When recorded return to:
Washington Mutual Bank
7255 Baymeadows Way
JAXA3030
Jacksonville, Fl. 32256


20100707000215210 2/5 \$24.00
Shelby Cnty Judge of Probate, AL
07/07/2010 11:21:39 AM FILED/CERT

LIMITED POWER OF ATTORNEY

KNOW ALL ME BY THESE PRESENTS, that Citibank, NA a national banking association organized and existing under the laws of the United States, and having its principal place of business at 388 Greenwich Street, New York, Ny. 10013, as Trustee for Wamu Asset Backed Certificates, Wamu Series 2007-HE2 and Wamu Series 2007-HE3, pursuant to that Pooling and Servicing Agreement dated as of January 1, 2007 (the "Agreement") by and among the Trustee, Washington Mutual Bank, formerly known as Long Beach Mortgage Company (the "Servicer", and WAMU Asset Acceptance Corp. (the "Depositor"), hereby constitutes and appoints 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 Trustee necessary and appropriate to effectuate the following enumerated transactions in respect of any of the mortgages of 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 certificate holders (whether the undersigned is name 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 Washington Mutual Bank 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 to 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 provision 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/release, partial reconveyances or the execution or requests to trustees to accomplish same.

3. The conveyance of the properties to the mortgage insured, 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 transaction in paragraphs 8.a. through 8.e. above.
9. With respect to the sale of property acquired through a foreclosure or deed-in lieu Foreclosure, including, without limitation, the execution of the following documentation:
 - a) Listing agreements;
 - b) Purchase and sales 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 Attorneys as fully as the undersigned might or could do, and thereby does ratify and confirm to all that said Attorney-in-Fact shall be effective as of June ____, 2008

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 Agreements, or (ii) be construed to grant the Servicer the power to initiate or defend any suit, litigation or proceeding in the name of Citibank, NA except as specifically provided for herein. If the Servicer receives any notice of suit, litigation or proceeding in the name of Citibank, NA 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 of 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 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, Citibank, NA 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 17 day of July 2008.

Citibank, NA

Name: **Valerie Delgado**
Title: **Vice President**

STATE OF New York
COUNTY OF Kings

On ~~June~~ ^{July} 18 2008, before me, the undersigned, a Notary Public in and for said state, personally appeared Valerie Delgado, VP of Citibank, NA as Trustee for Wamu Asset Backed Certificates, Wamu Series 2007-HE2 and Wamu Series 2007-HE3, personally known to me to the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed that same in his/her authorized capacity and that by his/her signature on the instrument the entity upon behalf on which the person acted and executed and instrument.

WITNESS by hand and official seal.
(SEAL)

Zenaida Santiago
Notary Public, State of New York

Acknowledged and Agreed
Washington Mutual Bank

By: Kelly Livingston
Name:
Title: **KELLY LIVINGSTON**

ZENaida SANTIAGO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SA6152564
Qualified In Kings County
My Commission Expires September 18, 2010

