

## LIMITED POWER OF ATTORNEY

This Limited Power of Attorney is made as of November 17, 2010 by Wells Fargo Bank, N.A., successor by merger to Wachovia Bank, N.A. (the "Grantee"), in favor of EMC Mortgage Corporation and having an office at 7301 Baymeadows Way, Jacksonville, FL 32256 (the "Servicer").

WHEREAS, the Servicer, and Wells Fargo Bank, N.A. have executed and delivered certain Servicing Agreements referenced on the attached "Exhibit A" (the "Servicing Agreement"), pursuant to which the parties thereto agreed to certain terms governing the servicing of certain mortgage loans ("Mortgage Loans") by the Servicer on behalf of the Grantee; and

WHEREAS, the Grantee desires to execute and deliver this Limited Power of Attorney in order to facilitate the servicing of the Mortgage Loans by the Servicer.

NOW THEREFORE, the Grantee does hereby appoint, the Servicer, as its attorney-in-fact, in its name, place and stead to take such actions as are deemed necessary or desirable to service and administer the Mortgage Loans, including the following:

(i) to execute, by the signature of any authorized Servicer employee or agent, any and all documents or instruments of satisfaction or cancellation, or of partial or full release or discharge, and all other comparable instruments with respect to the Mortgage Loans, including without limitation, the recording or filing of such documents or instruments with the appropriate public office;

(ii) to make, correct, amend, endorse, accept, or deliver all agreements and instruments;

(iii) to administer any PMI Policy or LPMI Policy;

(iv) to liquidate and collect payments against Mortgage Loans;

(v) to prepare, execute and deliver, on behalf of the Owner at its expense, any and all financing statements, continuation statements and other documents or instruments necessary to create or maintain the lien on a Mortgaged Property and related collateral;

(vi) to enter into payment plans, modifications, waivers (including, without limitation, waivers of any late payment charge in connection with any delinquent payment on a Mortgage Loan), consents, amendments, forbearance agreements, cash management agreements or consents to or with respect to any documents contained in the related Servicing File; and

(vii) to institute and prosecute judicial and non-judicial foreclosures, suits on promissory notes, indemnities, guaranties or other Mortgage Loan documents, actions for equitable and/or extraordinary relief (including, without limitation, actions for temporary restraining orders, injunctions, and appointment of receivers), suits for waste, fraud and any and all other tort, contractual and/or other claims of whatever nature, and to appear in

and file on behalf of the Grantee such pleadings or documents as may be necessary or advisable in any bankruptcy action, state or federal suit or any other action; and

(viii) to execute deeds of conveyance and such other documents as are necessary to sell, transfer and convey REO properties owned by Owner.

all in accordance with the provisions of the related servicing agreement(s) by and between Servicer and the Grantee governing the servicing of the Mortgage Loans, (the "Servicing Agreement"), as fully, to all intents and purposes, as the Grantee might or could do if present through one of its authorized representatives, with full power of substitution and revocation.

Until a properly executed revocation of this Limited Power of Attorney is duly executed and delivered, all parties dealing with said attorney-in-fact (individually or collectively) in connection with the above-described matters may fully rely upon the power and authority of said attorney-in-fact to act for and on behalf of the undersigned, and in its name, place and stead, and may accept and rely on all documents and agreements entered into by said attorney-in-fact pursuant to the powers listed herein.

As between the Grantee and the Servicer, this Limited Power of Attorney shall be effective as of the date first written above and shall remain in full force and effect thereafter until a written notice of revocation hereof shall have been executed by the Grantee. The expiration or revocation of the period of agency hereunder shall in no way affect the validity of any actions of said Attorney-In-Fact during said period. This Limited Power of Attorney is not intended to modify or expand the rights and obligations of the Servicer as set forth in the Servicing Agreement.

The Servicer hereby agrees to indemnify and hold the Grantee 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 Servicing Agreement.

Nothing in this Limited Power of Attorney shall be construed to prevent the Grantee from acting on its behalf as the owner of the Mortgage Loans.

[Signatures Follow]

IN WITNESS WHEREOF, the Grantee has caused this Limited Power of Attorney to be signed and executed as its seal hereto affixed in its name by its proper officer thereunto duly authorized on the 17th day of November, 2010.

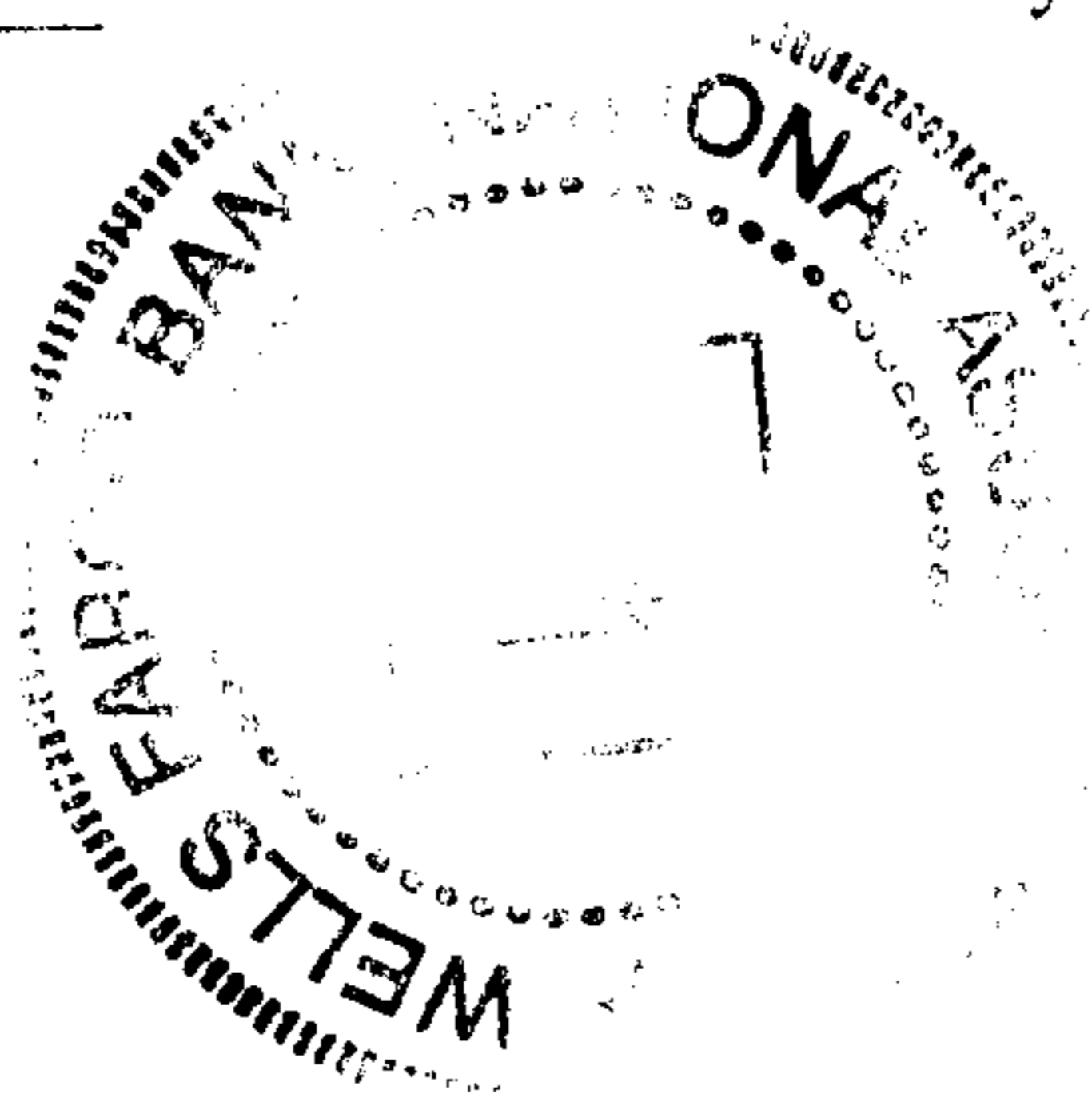
Wells Fargo Bank, N.A.

Carolyn Stamper  
Witness Carolyn Stamper

By: Alan S. McKenney  
Name: Alan S. McKenney  
Title: Vice President

Kristin Bohn  
Witness Kristin Bohn

By: Susan M. Hughes  
Name: Susan M. Hughes  
Title: Vice President



State of Maryland

County of Frederick

On this, the 17th day of November, 2010, before me, a Notary Public in and for said County and State, personally appeared, Alan S. McKenney Susan M. Hughes, personally known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Samantha Dominguez  
Notary Signature

My Commission Expires on 2/2/2014

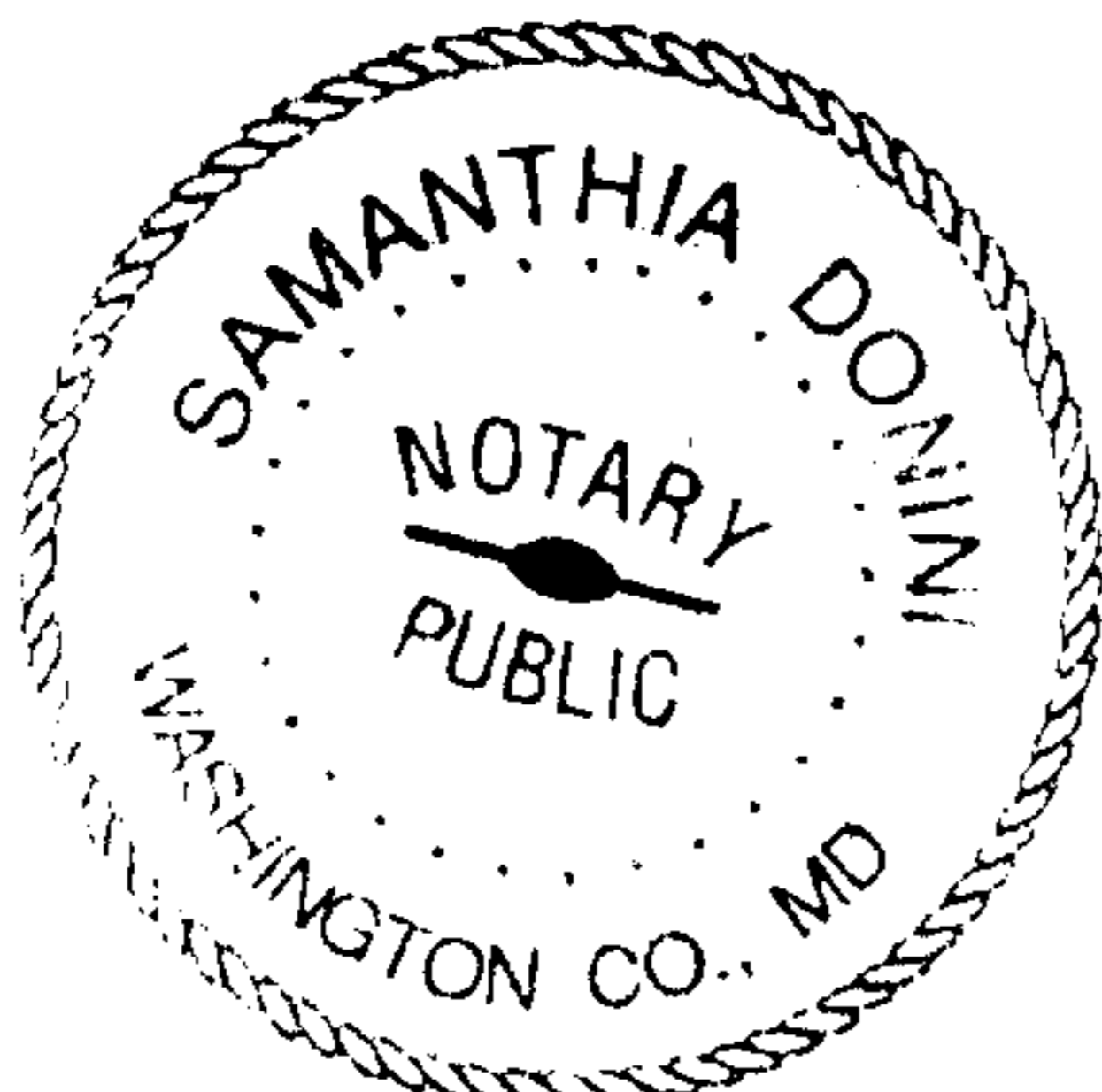



Exhibit I  
"Servicing Agreement"



20110119000018170 4/4 \$21.00  
Shelby Cnty Judge of Probate, AL  
01/19/2011 08:12:40 AM FILED/CERT

By and Between EMC MORTGAGE CORPORATION and WACHOVIA BANK, NATIONAL  
ASSOCIATION, dated June 24, 2003