

RECORDING REQUESTED BY
& AFTER RECORDING RETURN TO:

Litton Loan Servicing LP

4828 Loop Central Drive

Houston, Texas 77081

Attention: Leona Roberts

Prepared By: *C Moore*

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that HSBC Bank USA, National Association ("HSBC"), hereby constitutes and appoints the Litton Loan Servicing LP ("Litton"), by and through Litton's officers, HSBC's true and lawful Attorney-in-Fact, in HSBC's name, place and stead and for HSBC's benefit, in connection with all mortgage loans serviced by the Servicer pursuant to the Asset Purchase Agreement dated as of August 29, 2008 and the Agreements listed on the Addendum attached hereto for the purpose of performing all acts and executing all documents in the name of HSBC 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 the "Deeds of Trust", respectively) and promissory notes secured thereby (the "Mortgage Notes") (whether the undersigned is named 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 the Servicer is acting as servicer, all subject to the terms of the Pooling and Servicing Agreement.

This appointment shall apply to the following enumerated transactions only:

1. The modification or re-recording of a Mortgage or Deed of Trust, but only if the purpose of such modification or re-recording is to correct the Mortgage or Deed of Trust to conform same to the original intent of the parties thereto, to correct title errors discovered after such title insurance was issued, or to effect loss mitigation efforts in strict compliance with the terms of the Pooling and Servicing Agreement and in all instances, provided such modification or re-recording does not adversely affect the lien of the Mortgage or Deed of Trust as insured.

2. The subordination of the lien of a Mortgage or Deed of Trust to an easement in favor of a public utility company or a government agency or unit with powers of eminent domain; this section shall

include, the execution of partial satisfactions/releases, partial reconveyances or the execution of requests to trustees to accomplish same.

3. 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 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 discharge by payment or other satisfaction 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, the assignment of the related Mortgage Note.

8. With respect to a Mortgage or Deed of Trust, the foreclosure, the acceptance of a short sale agreement, 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, or sale, 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 a deed in lieu of foreclosure or the acceptance of a short sale agreement; 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 Agreement, Mortgage, Deed of Trust or state law to expeditiously complete said transactions in paragraphs 8.a. through 8.e., above.

9. With respect to the sale of property acquired through a foreclosure or deed-in lieu of foreclosure, the execution of the following documentation:

- a. listing agreements;
- b. purchase and sale 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;
- 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 or 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 Attorney as fully as the undersigned might or could do, and hereby does ratify and confirm to all that said Attorney-in-Fact shall lawfully do or cause to be done by authority hereof.

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, HSBC has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by Timothy Faselt its duly elected and authorized Executive Vice President this 7th day of April, 2011.

HSBC Bank USA, National Association

By: 

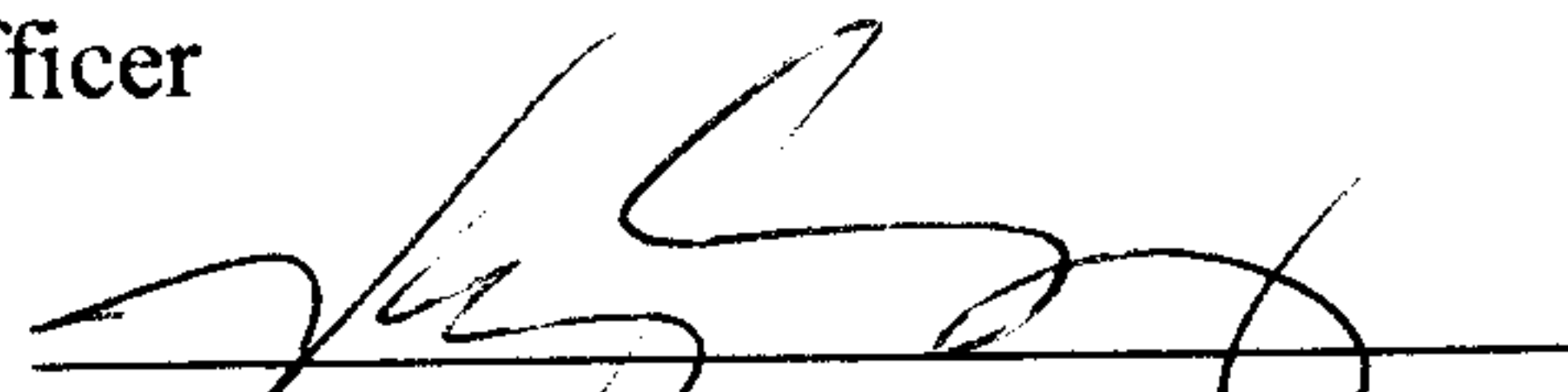
Name: Timothy Faselt

Title: Executive Vice President

Witness: 

Name: Audrey H. Zabriskie

Title: Officer

Witness: 

Name: Nancy Luong

Title: Senior Corporate Trust Specialist

STATE OF New York

COUNTY OF New York


On April 7, 2011, before me, the undersigned, a Notary Public in and for said state, personally appeared Timothy Faselt, Executive Vice President for HSBC Bank USA, National Association, personally known to me (or sufficiently proven) to be 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 of which the person acted and executed the instrument.

WITNESS my hand and official seal.
(SEAL)



My Commission Expires _____ Notary Public

DORIS WONG
No. 01WO6150860
Notary Public, State of New York
Qualified in Kings County
My Commission Expires 03/07/2014


20110804000229090 4/6 \$27.00
Shelby Cnty Judge of Probate, AL
08/04/2011 03:49:23 PM FILED/CERT

Addendum

Inv Code	Deal
#318-43	<p><u>Nomura Home Equity Loan, Inc., Asset-Backed Certificates, Series 2006-FM1</u></p> <ul style="list-style-type: none"> - Pooling and Servicing Agreement dated as of January 1, 2006 by and between Nomura Home Equity Loan, Inc., as Depositor, Nomura Credit & Capital, Inc., as Sponsor, Equity One, Inc., as Servicer, Wells Fargo Bank, National Association, as Master Servicer and Securities Administrator and HSBC Bank USA, National Association, as Trustee - Custodial Agreement dated as of January 1, 2006 between HSBC Bank USA, National Association, as Trustee, Wells Fargo Bank, N.A., as Custodian and Equity One, Inc., as Servicer - Asset Purchase Agreement dated August 29, 2008 between Goldman Sachs Mortgage Company, Goldman, Sachs & Co., Litton Loan Servicing LP, as Purchasers, Popular Mortgage Servicing, Inc., Equity One, Inc., Equity One, Incorporated, Equity One Consumer Loan Company, Inc., E-LOAN Auto Fund Two, LLC, Popular Financial Services, LLC, Popular FS, LLC, as Sellers, and Popular, Inc. and Popular North America, Inc.
#318-44	<p><u>Nomura Home Equity Loan, Inc., Asset-Backed Certificates, Series 2006-FM2</u></p> <ul style="list-style-type: none"> - Pooling and Servicing Agreement dated as of October 1, 2006 by and between Nomura Home Equity Loan, Inc., as Depositor, Nomura Credit & Capital, Inc., as Sponsor, Equity One, Inc., as Servicer, Wells Fargo Bank, National Association, as Master Servicer and Securities Administrator and HSBC Bank USA, National Association, as Trustee - Custodial Agreement dated as of October 1, 2006 between HSBC Bank USA, National Association, as Trustee, Wells Fargo Bank, N.A., as Custodian and Equity One, Inc., as Servicer - Asset Purchase Agreement dated August 29, 2008 between Goldman Sachs Mortgage Company, Goldman, Sachs & Co., Litton Loan Servicing LP, as Purchasers, Popular Mortgage Servicing, Inc., Equity One, Inc., Equity One, Incorporated, Equity One Consumer Loan Company, Inc., E-LOAN Auto Fund Two, LLC, Popular Financial Services, LLC, Popular FS, LLC, as Sellers, and Popular, Inc. and Popular North America, Inc.
#318-45	<p><u>Nomura Home Equity Loan, Inc., Asset-Backed Certificates, Series 2007-3</u></p> <ul style="list-style-type: none"> - Pooling and Servicing Agreement dated as of April 1, 2007 by and between Nomura Home Equity Loan, Inc., as Depositor, Nomura Credit & Capital, Inc., as Sponsor, Ocwen Loan Servicing, LLC and Equity One, Inc., as Servicers, Wells Fargo Bank, National Association, as Master Servicer and Securities Administrator and HSBC Bank USA, National Association, as Trustee - Custodial Agreement dated as of April 1, 2007 between HSBC Bank USA, National Association, as Trustee, Wells Fargo Bank, N.A., as Custodian, Equity One, Inc., as a Servicer, Ocwen Loan Servicing, LLC, as a Servicer and Wells Fargo Bank, N.A., as a Servicer - Assignment, Assumption and Recognition Agreement dated as of April 1, 2007 by and between Nomura Credit & Capital, Inc., as Assignor, Nomura Home Equity Loan, Inc., as the Assignee and Wells Fargo Bank, N.A., as Servicer or Company - Asset Purchase Agreement dated August 29, 2008 between Goldman Sachs Mortgage Company, Goldman, Sachs & Co., Litton Loan Servicing LP, as Purchasers, Popular Mortgage Servicing, Inc., Equity One, Inc., Equity One, Incorporated, Equity One Consumer Loan Company, Inc., E-LOAN Auto Fund Two, LLC, Popular Financial Services, LLC, Popular FS, LLC, as Sellers, and Popular, Inc. and Popular North America, Inc.
#318-46	<p><u>Nomura Home Equity Loan, Inc., Asset-Backed Certificates, Series 2007-2</u></p> <ul style="list-style-type: none"> - Pooling and Servicing Agreement dated as of January 1, 2007 by and between Nomura Home Equity Loan, Inc., as Depositor, Nomura Credit & Capital, Inc., as Sponsor, Ocwen Loan Servicing, LLC, Equity One, Inc. and Select Portfolio Servicing, Inc., as Servicers, Wells Fargo Bank, National Association, as Master Servicer and Securities Administrator and HSBC Bank USA, National Association, as Trustee - Assignment, Assumption and Recognition Agreement dated as of January 31, 2007 by and between Nomura Credit & Capital, Inc., as Assignor, Nomura Home Equity Loan, Inc., as the Assignee and Wells Fargo Bank, N.A., as Servicer or Company

	<p>- Asset Purchase Agreement dated August 29, 2008 between Goldman Sachs Mortgage Company, Goldman, Sachs & Co., Litton Loan Servicing LP, as Purchasers, Popular Mortgage Servicing, Inc., Equity One, Inc., Equity One, Incorporated, Equity One Consumer Loan Company, Inc., E-LOAN Auto Fund Two, LLC, Popular Financial Services, LLC, Popular FS, LLC, as Sellers, and Popular, Inc. and Popular North America, Inc.</p>
#318-47	<p><u>Nomura Asset Acceptance Corporation Alternative Loan Trust, Series 2007-S2</u></p> <p>- Pooling and Servicing Agreement dated as of July 1, 2007 by and between Nomura Asset Acceptance Corporation, as Depositor, Nomura Credit & Capital, Inc., as Seller, GMAC Mortgage, LLC, Ocwen Loan Servicing, LLC and Equity One, Inc., as Servicers, Wells Fargo Bank, National Association, as Master Servicer, Securities Administrator and Custodian, Officetiger Global Real Estate Services, as Credit Risk Manager and HSBC Bank USA, National Association, as Trustee</p> <p>- Asset Purchase Agreement dated August 29, 2008 between Goldman Sachs Mortgage Company, Goldman, Sachs & Co., Litton Loan Servicing LP, as Purchasers, Popular Mortgage Servicing, Inc., Equity One, Inc., Equity One, Incorporated, Equity One Consumer Loan Company, Inc., E-LOAN Auto Fund Two, LLC, Popular Financial Services, LLC, Popular FS, LLC, as Sellers, and Popular, Inc. and Popular North America, Inc.</p>