

2012-008345

Klamath County, Oregon



00121969201200083450120124

07/31/2012 10:27:25 AM

Fee: \$92.00

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(AREA ABOVE IS RESERVED FOR COUNTY - RECORDING INFORMATION)

**(Limited Power of Attorney)**

( OR ) Klamath  
State County/Town

**Grantor:** Deutsche Bank National Trust Company  
1761 East Andrew Place  
Santa Ana, CA. 92705

**Grantee:** Bank of America, N.A. successor by merger to BAC Home  
Loans Servicing, LP  
2575 W Chandler Blvd  
Chandler AZ 85224

Prepared By: ReconTrust Company, N.A

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AFTER RECORDING, RETURN BY MAIL TO:  
**RECONTRUST COMPANY, N.A**  
2575 W Chandler Blvd MS: AZ1-804-02-11  
Chandler AZ 85224

STATE OF MICHIGAN

County of Wayne

} SS.

Office of REGISTER OF DEEDS

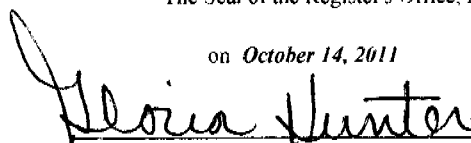
I, **BERNARD J. YOUNGBLOOD**, Register of Deeds for said County, do hereby certify that I have compared the foregoing copy of **POWER OF ATTORNEY** bearing the date of **June 16, 2011** and recorded in said Register's office on the date of **July 11, 2011**. This **10** page document assigned Instrument Number **2011281889** Liber **49270** Page **716** with the original record thereof, now remaining in this office, and having found the same to be a correct transcript therefrom, and of the whole of such original Record.

In Testimony Whereof, I have hereunto set my hand and affixed

The Seal of the Register's Office, in the county Of Wayne,

on **October 14, 2011**

No. 186703

 Deputy Register of Deeds

2011 JUL 11 PM 12:30

Bernard J. Youngblood  
Wayne County Register of Deeds

July 11, 2011 12:30 PM

Liber 49270 Page 716-725

#2011281889 PA FEE: \$42.00



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(AREA ABOVE IS RESERVED FOR COUNTY - RECORDING INFORMATION)

### (Limited Power of Attorney)

( MI ) Wayne  
State County/Town

Document Dated: 6-16-2011

**Grantor:** Deutsche Bank National Trust Company  
1761 East St. Andrew Place  
Santa Ana, CA 92705

**Grantee:** BAC Home Loans Servicing, LP  
2575 W. Chandler Blvd  
Chandler, AZ 85224

Prepared By: Manju John

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AFTER RECORDING, RETURN BY MAIL TO:  
RECONTRUST COMPANY, N.A  
2575 W. Chandler Blvd  
MS: AZ1-804-02-11  
Chandler, AZ 85224

## LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Deutsche Bank National Trust Company, a national banking association organized and existing under the laws of the United States, and having its usual place of business at 1761 East St. Andrew Place, Santa Ana, California, 92705, as Indenture Trustee or Trustee (the "Trustee") pursuant to the Agreements listed on Schedule I (the "Agreements") hereby constitutes and appoints BAC Home Loans Servicing, LP formally known as Countrywide Home Loans Servicing LP, as Servicer (the "Servicer") 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 Agreements solely for the purpose of performing such acts and executing such documents in the name of the Trustee 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") for which the undersigned is acting as Trustee for various certificateholders (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 BAC Home Loans Servicing, LP 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 of 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 provisions 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/releases, partial reconveyances or the execution or 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 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 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, including, without limitation, 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; 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 Attorney as fully as the undersigned might or could do, and hereby does ratify and confirm to all that said Attorney-in-Fact shall be effective as of June 16, 2011.

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 Agreement, or (ii) be construed to grant the Servicer the power to initiate or defend any suit, litigation or proceeding in the name of Deutsche Bank National Trust Company except as specifically provided for herein. If the Servicer receives any notice of suit, litigation or proceeding in the name of Deutsche Bank National Trust Company 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 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 Agreement or the earlier resignation or removal of the Trustee under the Agreement.

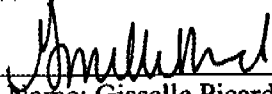
This Limited Power of Attorney is entered into and shall be governed by the laws of the State of New York, without regard to conflicts of law principles of such state.


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.

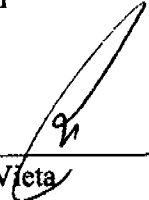
IN WITNESS WHEREOF, Deutsche Bank National Trust Company, as Trustee has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by a duly elected and authorized signatory this 16th day of June.

Deutsche Bank National Trust Company,  
as Trustee

By:   
Name: Ronaldo Reyes  
Title: Vice President

Prepared by:  
  
Name: Gisselle Picard  
Title: Trust Administrator

Witness:  
  
Cindy Lai

Witness:  
  
Richard Vieta

State of California}  
County of Orange}

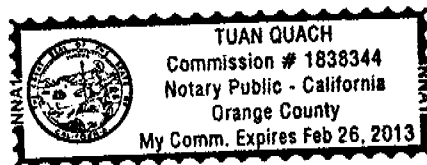
On June 16, 2011, before me, Tuan Quach Notary Public, personally appeared Ronaldo Reyes, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.



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Notary signature





## Schedule I

IXIS REAL ESTATE CAPITAL TRUST 2005-HE1 - Pooling and Servicing Agreement is dated as of February 1, 2005 among Morgan Stanley ABS Capital I Inc, as depositor, Countrywide Home Loans Servicing LP, as servicer, IXIS Real Estate Capital Inc, as unaffiliated seller, Deutsche Bank National Trust Company, as custodian and Trustee

Morgan Stanley 2003-NC10 - Pooling and Servicing Agreement, dated as of October 1, 2003, among Morgan Stanley ABS Capital I Inc a Delaware corporation, as depositor COUNTRYWIDE HOME LOANS SERVICING LP, as servicer, NC CAPITAL CORPORATION, as responsible party (the "Responsible Party"), and Deutsche Bank National Trust Company, as Trustee

Morgan Stanley 2004-HE1 - Pooling and Servicing Agreement, dated as of February 1, 2004, among Morgan Stanley ABS Capital I Inc a Delaware corporation, as depositor, CHASE MANHATTAN MORTGAGE CORPORATION, as servicer, COUNTRYWIDE HOME LOANS SERVICING LP, as servicer, AAMES CAPITAL CORPORATION, as a responsible party, ACCREDITED HOME LENDERS, INC., as a responsible party, NC CAPITAL CORPORATION, as a responsible party and Deutsche Bank National Trust Company, as Trustee

Morgan Stanley 2004-HE2 - Pooling and Servicing Agreement, dated as of April 1, 2004, among Morgan Stanley ABS Capital I Inc a Delaware corporation, CHASE MANHATTAN MORTGAGE CORPORATION, COUNTRYWIDE HOME LOANS SERVICING LP, HOMEQ SERVICING CORPORATION, AAMES CAPITAL CORPORATION, ACCREDITED HOME LENDERS, INC, NC CAPITAL CORPORATION and Deutsche Bank National Trust Company, as Trustee

Morgan Stanley 2004-HE8 - Pooling and Servicing Agreement, dated as of October 1, 2004, among Morgan Stanley ABS Capital I Inc a Delaware corporation, CHASE MANHATTAN MORTGAGE CORPORATION, COUNTRYWIDE HOME LOANS SERVICING LP, NEW CENTURY MORTGAGE CORPORATION, ("New Century" and, together with Chase and Countrywide, the "Servicers"), AAMES CAPITAL CORPORATION, NC CAPITAL CORPORATION, and Deutsche Bank National Trust Company, as Trustee

Morgan Stanley 2004-HE9 - Pooling and Servicing Agreement, dated as of November 1, 2004, among Morgan Stanley ABS Capital I Inc a Delaware corporation, COUNTRYWIDE HOME LOANS SERVICING LP, as servicer, AAMES CAPITAL CORPORATION, NC CAPITAL CORPORATION, ACCREDITED HOME LENDERS, INC. and Deutsche Bank National Trust Company, as Trustee

Morgan Stanley 2004-NC2 - Pooling and Servicing Agreement, dated as of February 1, 2004, among Morgan Stanley ABS Capital I Inc a Delaware Corporation, as depositor, COUNTRYWIDE LOANS SERVICING, LP, as servicer, NC CAPITAL CORPORATION, as responsible party and Deutsche Bank National Trust Company, as Trustee.

Morgan Stanley 2004-NC3 - Pooling and Servicing Agreement, dated as of April 1, 2004, among Morgan Stanley ABS Capital I Inc a Delaware corporation, as depositor, COUNTRYWIDE HOME LOANS SERVICING LP, as servicer NC CAPITAL CORPORATION, as responsible party and Deutsche Bank National Trust Company, as Trustee

Morgan Stanley 2004-NC5 - Pooling and Servicing Agreement, dated as of June 1, 2004, among Morgan Stanley ABS Capital I Inc a Delaware corporation, as depositor, COUNTRYWIDE HOME LOANS SERVICING LP, as servicer, NC CAPITAL CORPORATION, as responsible party and Deutsche Bank National Trust Company, as Trustee

Morgan Stanley 2005-WMC1 - Pooling and Servicing Agreement dated as of February 1, 2005, among Morgan Stanley ABS Capital I Inc a Delaware corporation, as depositor, COUNTRYWIDE HOME LOANS SERVICING LP, as servicer, WMC MORTGAGE CORP., as responsible party, WELLS FARGO BANK, NATIONAL ASSOCIATION, as custodian and Deutsche Bank National Trust Company, as Trustee

Morgan Stanley 2006-HE4 - Pooling and Servicing Agreement, dated as of June 1, 2006, among Morgan Stanley ABS Capital I Inc a Delaware corporation, as depositor, WELLS FARGO BANK, NATIONAL ASSOCIATION, as servicer (in such capacity, the "Servicer") and a custodian, NC CAPITAL CORPORATION, as a responsible party, WMC MORTGAGE CORP., as a responsible party, DECISION ONE MORTGAGE COMPANY, LLC, as a responsible party, Deutsche Bank National Trust Company, as Trustee and LASALLE BANK NATIONAL ASSOCIATION, as a custodian

Morgan Stanley 2006-HE5 - Pooling and Servicing Agreement, dated as of June 1, 2006, among Morgan Stanley ABS Capital I Inc a Delaware corporation, as depositor, COUNTRYWIDE HOME LOANS SERVICING LP, as a servicer, WELLS FARGO BANK, NATIONAL ASSOCIATION, as a servicer and a custodian, BARCLAYS CAPITAL REAL ESTATE INC. D/B/A HOMEQ SERVICING CORPORATION, as a servicer, NEW CENTURY MORTGAGE CORPORATION, NC CAPITAL CORPORATION, as a responsible party, WMC MORTGAGE CORP., as a responsible party, DECISION ONE MORTGAGE COMPANY, LLC, as a responsible party, Deutsche Bank National Trust Company, as Trustee and LASALLE BANK NATIONAL ASSOCIATION, as a custodian

Morgan Stanley 2006-HE6 - Pooling and Servicing Agreement, dated as of September 1, 2006, among Morgan Stanley ABS Capital I Inc, a Delaware corporation, as depositor, COUNTRYWIDE HOME LOANS SERVICING LP, as a servicer, WELLS FARGO BANK, NATIONAL ASSOCIATION, as a servicer and a custodian, NEW CENTURY MORTGAGE CORPORATION, NC CAPITAL CORPORATION, as a responsible party, WMC MORTGAGE CORP., as a responsible party, DECISION ONE MORTGAGE COMPANY, LLC, as a responsible party, Deutsche Bank National Trust Company, as Trustee and LASALLE BANK NATIONAL ASSOCIATION, as a custodian

Morgan Stanley 2006-HE7 - Pooling and Servicing Agreement, dated as of October 1, 2006, among Morgan Stanley ABS Capital I Inc., a Delaware corporation, as depositor, COUNTRYWIDE HOME LOANS SERVICING LP, as a servicer, NEW CENTURY MORTGAGE CORPORATION, as a servicer, NC CAPITAL CORPORATION, as a responsible party, WMC MORTGAGE CORP., as a responsible party, DECISION ONE MORTGAGE COMPANY, LLC, as a responsible party, WELLS FARGO BANK, NATIONAL ASSOCIATION, as a custodian, LASALLE BANK NATIONAL ASSOCIATION, as a custodian and Deutsche Bank National Trust Company, as Trustee

Morgan Stanley 2006-NC5 - Pooling and Servicing Agreement, dated as of November 1, 2006, among Morgan Stanley ABS Capital I Inc a Delaware corporation, as depositor, COUNTRYWIDE HOME LOANS SERVICING LP, as a servicer, NEW CENTURY MORTGAGE CORPORATION, as a servicer, NC CAPITAL CORPORATION, as responsible party, and Deutsche Bank National Trust Company, as Trustee

Morgan Stanley 2007-HE1 - Pooling and Servicing Agreement dated as of January 1, 2007 among Morgan Stanley ABS Capital I Inc a Delaware corporation, as depositor, SAXON MORTGAGE SERVICES, INC., a Delaware corporation, as a servicer, COUNTRYWIDE HOME LOANS SERVICING LP, as a servicer, NC CAPITAL CORPORATION, as a responsible party, DECISION ONE MORTGAGE COMPANY, LLC, as a responsible party, Deutsche Bank National Trust Company, as Trustee and LASALLE BANK NATIONAL ASSOCIATION, as custodian

Morgan Stanley 2007-HE2 - Pooling and Servicing Agreement, dated as of February 1, 2007 among Morgan Stanley ABS Capital I Inc., a Delaware corporation, as depositor, SAXON MORTGAGE SERVICES, INC., as a servicer, COUNTRYWIDE HOME LOANS SERVICING LP, as a servicer, WELLS FARGO BANK, NATIONAL ASSOCIATION, as a servicer and a custodian, NEW CENTURY MORTGAGE CORPORATION, as a servicer, NC CAPITAL CORPORATION, as a responsible party, WMC MORTGAGE CORP., as a responsible party, DECISION ONE MORTGAGE COMPANY, LLC, as a responsible party, Deutsche Bank National Trust Company, as Trustee and LASALLE BANK NATIONAL ASSOCIATION, as a custodian

Morgan Stanley 2007-HE3 - Pooling and Servicing Agreement, dated as of February 1, 2007 among Morgan Stanley ABS Capital I Inc., a Delaware corporation, as depositor, SAXON MORTGAGE SERVICES, INC., as a servicer, COUNTRYWIDE HOME LOANS SERVICING LP, as a servicer, NC CAPITAL CORPORATION, as responsible party, Deutsche Bank National Trust Company, as Trustee and WELLS FARGO BANK, NATIONAL ASSOCIATION, as custodian

Morgan Stanley 2007-NC1 - Pooling and Servicing Agreement, dated as of January 1, 2007, among Morgan Stanley ABS Capital I Inc a Delaware corporation, as depositor, COUNTRYWIDE HOME LOANS SERVICING LP, as a servicer, SAXON MORTGAGE SERVICES, INC, as a servicer, NC CAPITAL CORPORATION, as responsible party and Deutsche Bank National Trust Company, as Trustee

Morgan Stanley ABS Capital Inc. Trust 2004- HE5, Mortgage Pass-Through Certificates Series 2004- HE5 Dated as of July 1, 2004 by and between Morgan Stanley ABS Capital I Inc. ( as Depositor), Chase Manhattan Mortgage Corporation (as Servicer), Countrywide Home Loans Servicing, LP(as Servicer), Homeq Servicing Corporation (as Servicer), Accredited Home Lenders, Inc.(as Responsible Party), NC Capital Corporation ( as Responsible Party), and Deutsche Bank National Trust Company (as Trustee).

Morgan Stanley HEL 2006-1 - Pooling and Servicing Agreement, dated as of January 1, 2006, among Morgan Stanley ABS Capital I Inc a Delaware corporation, HOMEQ SERVICING CORPORATION, DECISION ONE MORTGAGE COMPANY, LLC, FIRST NLC FINANCIAL SERVICES, LLC, Deutsche Bank National Trust Company, as Trustee and LASALLE BANK NATIONAL ASSOCIATION, as custodian  
Morgan Stanley HEL 2007-1 - Pooling and Servicing Agreement, dated as of February 1, 2007, among Morgan Stanley ABS Capital I Inc a Delaware corporation, as depositor, SAXON MORTGAGE SERVICES, INC., as a servicer, WELLS FARGO BANK, NATIONAL ASSOCIATION, as a servicer and as custodian, COUNTRYWIDE HOME LOANS SERVICING LP, as a servicer, FIRST NLC FINANCIAL SERVICES, LLC, as the responsible party and Deutsche Bank National Trust Company, as Trustee

MORGAN STANLEY IXIS REAL ESTATE CAPITAL TRUST 2006-2 - Pooling and Servicing Agreement is dated as of November 1, 2006, among Morgan Stanley ABS Capital I Inc, as depositor, Saxon Mortgage Services Inc, Countrywide Home loans Servicing LP, ("Countrywide Servicing" and, together with Saxon the "Servicers"), First NLC Financial Services LLC, as responsible party, Ixis Real Estate Capital Inc, and Deutsche Bank National Trust Company, as Trustee