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certify this to be a true and correct copy of the origina-Royal Title Services

LIMITED POWER 68 ATZORNEY

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RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO HOME LOAN SERVICES, INC. 150 Allegheny Center Pittsburgh, PA 15212

Attn: Mary Fran Felion

KNOW ALL MEN BY THESE PRESENTS, that Deutsche Bank National Trust Company, a national banking organization, having its principal place of business at 1761 East St. Andrew Place, Santa Ana, California 92705-4934, (the "Undersigned"), pursuant to that Pooling and Servicing Agreement (the "PSA") among Financial Assets Securities Corp. (the "Owner"), Deutsche Bank National Trust Company ("Trustee") and Home Loan Services, Inc. ("HLS"), Countrywide Home Loans Servicing LP and JP Morgan Chase Bank National Association, dated as of March 1, 2006, hereby constitutes and appoints HLS, by and through HLS' officers, the Undersigned's true and lawful Attorney-in-Fact, in the Undersigned's name, place and stead, as their interests may appear, and for the Undersigned's respective benefit, in connection with all Mortgage Loans serviced by HLS pursuant to the Pooling and Servicing Agreement, for the purpose of performing all acts and executing all documents in the name of the Undersigned as may be customarify and reasonably necessary and appropriate to effectuate the following enumerated transactions in respect of any of the mortgages, deeds of trust or security instrument (each a "Mortgage" or a "Deed of Trust" respectively) and promissory notes secured thereby (each a "Mortgage Note") for which the Undersigned is acting as Servicer pursuant to the Pooling and Servicing Agreement (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) all subject to the terms of the related Pooling and Servicing Agreement for Deutsche Bank National Trust Company, as Trustee for First Franklin Mortgage Loan Trust 2006-FF4, Asset-Backed Certificates, Series 2006-FF4

This appointment shall apply to the following enumerated transactions only:

- The modification or re-recording of a Mortgage or Deed of Trust, where said modification or rerecording 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 Pooling and Servicing Agreement.
- The subordination of the lien of a Mortgage or Deed of Trust to an easement in favor of a public utility company or a governmental agency or authority thereunder with powers of eminent domain; this section shall include, without limitation, the execution of partial satisfaction/release, partial reconveyances or the execution of requests to trustees to accomplish same.

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 (REO), or conveyance of title to real estate owned.

The completion of loan assumption agreements.

FILED

APR 24 2009

**PEGGY HOLINGA KATONA** LAKE COUNTY AUDITOR

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- The full satisfaction/release of a Mortgage or Deed of Trust or full reconveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.
- 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.
- 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.
- 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:
- the substitution of trustee(s) serving under a Deed of Trust, in accordance with state law a) and the Deed of Trust;
- the preparation and issuance of statements of breach or non-performance; b)
- the preparation and filing of notices of default and/or notices of sale; c)
- the cancellation/rescission of notices of default and/or notices of sale; d)
- e)
- the taking of a deed in lieu of foreclosure; and the preparation and execution of such other documents and performance of such other f) 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.

  This Document is the property of
- The full assignment of a Mortgage or Deed of Trust upon sale of a loan pursuant to a 9. mortgage loan sale agreement for the sale of a loan or pool of loans, including, without limitation, the assignment of the related Mortgage Note.

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, each subject to the terms and conditions set forth in the related Pooling and Servicing Agreement and in accordance with the standard of care applicable to servicers in the Pooling and Servicing Agreement 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. This Limited Power of Attorney shall be effective as of March 1, 2006.

Nothing contained herein shall (i) limit in any manner any indemnification provided by HLS to the Owner under the Pooling and Servicing Agreement, or (ii) be construed to grant HLS the power to initiate or defend any suit, litigation or proceeding in the name of the Undersigned except as specifically provided for herein or under the Pooling and Servicing Agreement. If HLS receives any notice of suite, litigation or proceeding in the name of Deutsche Bank National Trust Company, HLS shall promptly forward a copy of the same to the Trustee.

Home Loan Services, Inc. hereby agrees to indemnify and hold the Undersigned 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 HLS of the powers granted to it hereunder. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the Pooling and Servicing Agreement or the earlier resignation or removal of the Undersigned under the Pooling and Servicing Agreement.

Any third party without actual notice of fact to the contrary 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, and such third party put on notice thereof. This Limited Power of Attorney shall be in addition to and shall not revoke or in any way limit the authority granted by any previous power of attorney executed by the Undersigned.

This Limited Power of Attorney shall be governed by the laws of the state of New York without regard to its conflict of law principles (effective date March 1, 2006.

IN WITNESS WHEREOF, Deutsche Bank National Trust Company, pursuant to the Pooling and Servicing Agreement, has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by hereto affixed and these presents to be and authorized Vice President this day of June, 2008.

Witness

Wit

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California		
County of Ovalvale		
On TUNE 29, 3000 before me, Titlany (wan (Here insert name and title of the officer)		
personally appeared fonal do Reyes		
who proved to me 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.		
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.  Document is  Signature of Nolary Public  This Document is the account of the property of the control of the public of the public of the public of the property of the prop		
ADDITIONAL OPTIONAL INFORMATION INSTRUCTIONS FOR COMPLETING THIS FORM		
DESCRIPTION OF THE ATTACHED DOCUMENT  Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative		
(Title or description of attached document)  acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.		
Number of Pages Document Date  State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.  Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed  The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public)		
Print the name(s) of document signer(s) who personally appear at the time of notarization		
CAPACITY CLAIMED BY THE SIGNER  Individual (s)  Corporate Officer  (Title)  Partner(s)  Attorney-in-Fact  Trustee(s)  Other  Other  Signature of the notary public must match the signature on file with the office of the country clerk  * Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document  * Indicate the correct singular or plural forms by crossing off incorrect forms (i c he/she/they-, is /are ) or circling the correct forms Failure to correctly indicate this information may lead to rejection of document recording  The notary seal impression must be clear and photographically reproducible Impression must not cover text or lines If seal impression smudges, re-scal if a sufficient area permits, otherwise complete a different acknowledgment form  * Signature of the notary public must match the signature on file with the office of the country clerk  * Additional information is not required but could help to ensure this acknowledgment is not missued or attached to a different document  * Indicate title or type of attached document, number of pages and date  * Indicate the capacity claimed by the signer If the claimed capacity is a corporate officer, indicate the title (i e CEO, CFO, Secretary)  * Securely attach this document to the signed document		

STATE OF CALIFORNIA

COUNTY OF ORANGE	
personally appeared  National Trust Company as Trustee for Figure 2 personally known to me to be the person whose acknowledged to me that he/she executed that	, a Notary Public in and for said state, , Vice President of Deutsche Bank rst Franklin Mortgage Loan Trust 2006-FF4, e name is subscribed to the within instrument and same in his/her authorized capacity, and that by on behalf of which the person acted and executed
WITNESS my hand and official seal. (SEAL)	
	Notary Public
	My Commission Expires
NOTOF	FICIAL! is the property of inty Recorder!
Certified TRUE COPY of the original per Sec.  The Notary Public Law.  By: , Notary Pu  [seal]	
	EAL COUNTY OF THE PARTY OF THE

## KEYSTONE ASSET MANAGEMENT, INC.

# MINUTES OF SPECIAL MEETING OF THE SHAREHOLDERS AND BOARD OF DIRECTORS

**DATE: April 1, 2009** 

#### 1. TIME AND PLACE:

A special meeting of the shareholders and directors of KEYSTONE ASSET MANAGEMENT, INC. was held at the office of the corporation on the 1st day of April, 2009 at 10:00 o'clock am

#### 2. PRESENT:

Those present were: Board of Directors: Nicholas A. Salamone, Jr.

Jane L. Hennessy

#### 3. AMENDMENT OF BY-LAWS:

The Chairman presented amended by-laws for the corporation in order to create a new Assistant Secretary classification for the Home Loan Services f/k/a National City Home Loan Services (hereinafter referred to as "HLS") real estate portfolio.

The Vice Presidents' duties shall be limited to executing documents and representing the corporation for all HLS real estate transactions and portfolio.

The Assistant Secretaries' duties shall be limited to executing documents and representing the corporation for all HLS real estate transactions and portfolio, EXCLUDING the execution of deeds.

Both Vice Presidents' and Assistant Secretaries' duties in executing documentation will include but not limited to the attached Exhibit "A". Exhibit "A" provides entities now under National City Home Loan Services Inc./NKA Home Loan Services Inc. as well as wholly-owned subsidiaries, all of which are substantiated by a Power of Attorney from National City Home Loan Services, Inc./NKA Home Loan Services Inc.

Upon MOTION duly made, seconded and unanimously carried, the shareholders approved the amended by-laws and authorized the Secretary to place them in the corporate minute book.

#### 4. ELECTION OF OFFICERS:

The following persons were nominated to the offices set opposite their respective names, to serve until the 1st day of October, 2009 at 10:00 o'clock am:

Nicholas Salamone, Jr. President Jane Hennessy Executive Vice President / Secretary Angelo DeSantis Controller / Vice President for HLS Thomas W. Driver Vice President for HLS Jim Jaquelin Vice President for HLS Debbie Gambone Vice President for HLS Kimball Mo Vice President for HLS Celeste Robinson Vice President for HLS Jason Klementisz Vice President for HLS Michelle L. Breon Vice President for HLS Assistant Secretary for HLS Edie Evans Michele Westhuis Assistant Secretary for HLS

The individuals listed below shall be authorized to execute real estate documents, including listing agreements, listing addendums, and any other pertinent documents for all HLS real estate transactions and portfolio, EXCLUDING the execution of HUD1's and deeds.

Erik Knight Wendy Laureiro Maria Paci Everett Beebee Scott Valletti

#### Secretary's Certificate

The undersigned, Secretary of the above named corporation, does hereby certify that the following resolution was duly adopted by unanimous consent in writing of the Board of Directors dated April 1, 2009 and expiring October 1, 2009 remains in full force and effect:

### SALES OF REAL PROPERTY

RESOLVED, that Nicholas Salamone, Jr., Chairman, Jane Hennessy, Executive Vice President / Secretary, Angelo DeSantis, Controller / Vice President for HLS, Thomas W. Driver, Vice President for HLS, Jim Jaquelin, Vice President for HLS, Debbie Gambone, Vice President for HLS, Kimball Mo, Vice President for HLS, Celeste Robinson, Vice President for HLS, Jason Klementisz, Vice President for HLS, Michelle L. Breon, Vice President for HLS, Edie Evans, Assistant Secretary for HLS, Michele Westhuis, Assistant Secretary for HLS, and other individuals listed above, be and they hereby are authorized to sell residential real estate owned by HLS at a price and on terms as may be approved by the officer executing the final sale documents, such as approved to be conclusively evidenced by such officer's execution and delivery thereof.

RESOLVED, that the proper officers of the corporation are hereby authorized to take all such actions as any of them may deem necessary or appropriate in order to implement the preceding resolution, and any actions heretofore taken by any such officers in connection with the foregoing resolution are hereby ratified and approved.

Dated: 4/1/09

This Document is (Corporate Seal) ty of the Lake County Recorder!

Notary Public

Notary Public