ONLY

LIMITED POWER OF ATTORNEY

RECORDING REQUESTED BY HOME LOAN SERVICES, INC. 150 ALLEGHENY CENTER REO PITTSBURGH, PA 15212 Attn: Mary Fran Felion

AFTER RECORDING RETURN TO: PRISM Title & Closing Services 809 Wright's Summit Parkway Ft. Wright, KY 41011

KNOW ALL MEN BY THESE PRESENTS, that U. S. Bank National Association, as successor trustee to Bank of America, N. A., as successor by merger to LaSalle Bank N.A., effective March 31, 2009, having its principal placeof business at 60 Livingston Avenue, Saint Paul, MN 55107 as Trustee (the "Trustee") pursuant to the Pooling and Servicing Agreements listed in Exhibit A (the "PSA") among Merrill Lynch Mortgage Investors, Inc. (the "Depositor"), Home Loan Services, Inc., (the "Servicer"), and the Trustee, hereby constitutes, appoints, and reaffirms 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 PSA and effective as of the date thereof, for the purpose of performing all acts and executing all documents in the name of the Trustee 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") 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 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 iubject to the 🗪 terms of the PSA.

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 are re-recordings is for the purpose of correcting the Mortgage or Deed of Trust to conform same to the Ariginal interprof the parties thereto or to correct title errors discovered after such title insurance was issuad partially and modification or re-recording, in either instance, does not adversely affect the lien of the Mortgage or Deed of Trust as insured.
- The subordination of the lien of a Mortgage or Deed of Trust to a lien that is replacing a lien existing as of 2. the date of the Mortgage or Deed of Trust or 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 (REO), or conveyance of title to real estate owned (REO).
- 4. The completion of loan modification agreements or 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
- 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.

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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 refinance related Mortgage Note. COVINGTON Doc type: Book/page:

RETURN RECORDED DOCS TO: KASPARNET, LLC 3613 RESERVE COMMONS DR. MEDINA, OH 44256

Doc#: Dt/tm Recorded: Total fees: Clerk name:

KENTON COUNTY CLERK POWER OF ATTORNEY C-4979/ 138 4 p 09 07 23 059 00127 07/23/2009 20.00 Taxa

- 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 a 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.
- 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 documents:
 - 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.

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.

Except as may be permitted above in connection with the servicing of a Mortgage Loan, Servicer shall not, without the Trustee's written consent: (i) initiate any action, suit or proceeding not directly relating to the servicing of a Mortgage Loan (including but not limited to actions, suits or proceedings against Certificateholders, or against the Depositor for breaches of representations and warranties) solely under the Trustee's name, (ii) engage counsel to represent the Trustee in any action, suit or proceeding not directly relating to the servicing of a Mortgage Loan (including but not limited to actions, suits or proceedings against Certificateholders, or against the Depositor for breaches of representations and warranties), or (iii) prepare, execute or deliver any government filings, forms, permits, registrations or other documents not directly relating to the servicing of a Mortgage Loan in the Trustee's name or (iv) file any applications for registration and/or authorization to do business in any state in the name of the Trustee.

Servicer hereby agrees to indemnify and hold U.S. Bank National Association, as 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 the exercise by the Servicer of the powers specifically granted to it under the related servicing agreements. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the related servicing agreements or the earlier resignation or removal of U.S. Bank National Association, as Trustee under the related

servicing agreements. Notwithstanding anything in this paragraph to the contrary, this Limited Power of Attorney shall not in any way add to nor limit the respective rights, remedies, or obligations of the parties to the applicable servicing agreements referenced in Exhibit "A," including, but not limited to, any indemnification provision contained in such servicing agreements.

IN WITNESS WHEREOF, U. S. Bank National Association as successor trustee to Bank of America, N. A., as successor by merger to LaSalle Bank N. A., effective from April 1, 2008, as Trustee pursuant to the Pooling and Servicing Agreements among the Depositor, the Servicer, and the 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 12th day of May, 2009.

Reviewed for form & content:

Witness my hand and seal this 12th day of May, 2009.

(SEAL) NO CORPORATE SEAL

Jennifer Williams Bryan, Esq.

U. S. Bank National Association as successor Trustee to Bank of America, N. A., as successor by merger to LaSalle Bank N. A. as Trustee to the Pooling and Servicing Agreements listed in Exhibit A.

Derek Klein
Brian Giel

Docume By:
Name: Charles F. Pedersen
Title: Vice President

the Lak have taken reasonable care to redact each Social
Security Number in this document unless required
by law. Annabelle Busby

COUNTY OF RAMSEY

STATE OF MINNESOTA

On May 12th, 2009, before me, Trisha L. Willett, a Notary Public in and for said state, personally appeared Charles F. Pedersen, Vice President of U.S. Bank National Association, a national banking association, personally known to me 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.

WITESS my hand and official seal. (SEAL)

My Commission Expires January 31, 2012

Notary Public Public

TRISHA L. WILLETT NOTARY PUBLIC - MINNESOTA My Commission Expires Jan. 31, 2012

Commonwealth of PA Allegheny County

Certified **TRUE COPY** of the original per Sec. 12.1 (b) The Notary Public Law.

Notary Public

Dated:

Exhibit A (list of Pooling and Servicing Agreements effective April 1, 2009)

HLS Investor	Trustee and Name of Trust	Effective Date of PSA
Number		
735 (2006-FF18)	U. S. Bank, National Association, as successor trustee to Bank of America, N. A. as successor by merger to LaSalle Bank N. A., as Trustee for First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2006-FF18	December 1, 2006
736 (2006 - FF1)	U. S. Bank, National Association, as successor trustee to Bank of America, N. A. as successor by merger to LaSalle Bank N. A., as Trustee for Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2006-FF1	December 1, 2006
738 (2007 - FF1)	U. S. Bank, National Association, as successor trustee to Bank of America, N. A. as successor by merger to LaSalle Bank N. A., as Trustee for First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-FF1	January 1, 2007
739 (2007 - FFA)	U. S. Bank, National Association, as successor trustee to Bank of America, N. A. as successor by merger to LaSalle Bank N. A., as Trustee for First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-FFA	January 1, 2007
740 (2007-FF2)	U. S. Bank, National Association, as successor trustee to Bank of America, N. A. as successor by merger to LaSalle Bank N. A., as Trustee for First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-FF2	February 1, 2007
741 (2007-1)	U. S. Bank, National Association, as successor trustee to Bank of America, N. A. as successor by merger to LaSalle Bank N. A., as Trustee for Merrill Lynch First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-1	March 1, 2007
743 (2007-2)	U. S. Bank, National Association, as successor trustee to Bank of America, N. A. as successor by merger to LaSalle Bank N. A., as Trustee for Merrill Lynch First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-2	April 1, 2007
744 (2007-3)	U. S. Bank, National Association, as successor trustee to Bank of America, N. A. as successor by merger to LaSalle Bank N. A., as Trustee for Merrill Lynch First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-3	May 1, 2007
745 (2007-FFC)	U. S. Bank, National Association, as successor trustee to Bank of America, N. A. as successor by merger to LaSalle Bank N. A., as Trustee for First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-FFC	May 1, 2007
746 (2007-4)	U. S. Bank, National Association, as successor trustee to Bank of America, N. A. as successor by merger to LaSalle Bank N. A., as Trustee for Merrill Lynch First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-4	June 1, 2007
747 (2007-A)	U. S. Bank, National Association, as successor trustee to Bank of America, N. A. as successor by merger to LaSalle Bank N. A., as Trustee for Merrill Lynch First Franklin Mortgage Loan Trust, Series 2007-A Mortgage Loan Asset-Backed Certificates	August 1, 2007
748 (2007-5)	U. S. Bank, National Association, as successor trustee to Bank of America, N. A. as successor by merger to LaSalle Bank N. A., as Trustee for Merrill Lynch First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-5	September 1, 2007
749 (2007-H1)	U. S. Bank, National Association, as successor trustee to Bank of America, N. A. as successor by merger to LaSalle Bank N. A., as Trustee for Merrill Lynch First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-H1	September 1, 2007



This Document is the property of Court Certified Documentake County Recorder!

The attached is a court certified document and we are not permitted to alter in any way. I have enclosed additional funds for a non-conforming fee if required.

Thank you.



ZOUY AUG 26 AM 11: 42

Bernard J. Youngblood Wayne County Register of Deeds August 26, 2009 11:34 AM

Hugust 20, 2009 11:34 Hn Liber 48092 Page 1166-1171 #209300625 PA FEE: \$27.00



WAYNE COUNTY REGISTER OF DEEDS COVERSHEET

SUBMITTED DOCUMENT FOLLOWS THIS COVERSHEET Document is

