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PowerLink Settlement Services
345 Rouser Road

Building 5, 4th floor Coraopolis, PA 15108

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All inclusive including but not Limited to order#

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PEGGY HOLINGA KATONA LAKE COUNTY AUDITOR AMOUNT \$ 1 1 CASH CHECK # 3 2 4901 OVERAGE COPY NON-COM

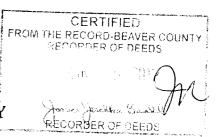
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When Recorded, Return to: American Home Mortgage Servicing, Inc. Attn: Servicing Legal POA 1525 S. Bett Line Road Coppet, TX 75015

LIMITED POWER OF ATTORNEY



KNOW ALL MEN BY THESE PRESENTS, that the undersigned, THE BANK OF NEW YORK MELLON (fka The Bank of New York), having its main office at 101 Barclay Street, New York, New York 10286 (the "Bank"), hereby appoint American Home Mortgage Servicing, Inc., to be the Bank's true and lawful Attorneys-in-Fact (the "Attorneys") to act in the name, and on behalf, of the Bank with power to do only the following in connection with Mastr Alternative Loan Trust 2006-2, on behalf of the Bank:

- 1. The modification or re-recording of a Mortgage or Deed of Trust, where said modification or re-recordings is 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 and said modification or re-recording, in either instance, 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 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 and modification agreements.
- 5. The full or partial 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.

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- 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 recession of 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;
 - 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;

POWERLINK SETTI EMENT SERVICES

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- 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; and
- 9. to execute any other documents referred to in the above-mentioned documents or that are ancillary or related thereto or contemplated by the provisions thereof; and

to do all things necessary or expedient to give effect to the aforesaid documents including, but not limited to, completing any blanks therein, making any amendments, alterations and additions thereto, to endorse which may be considered necessary by the Attorney, to endorse on behalf of the Trustee all checks, drafts and/or negotiable instruments made payable to the Trustee in respect of the documents, and executing such other documents as may be considered by the Attorney necessary for such purposes.

The relationship of the Bank and the Attorney under this Power of Attorney is intended by the parties to be that of an independent contractor and not that of a joint venturer, partner, or agent.

This Power of Attorney is effective for one (1) year from the date hereof or the earlier of (i) revocation by the Bank, (ii) the Attorney shall no longer be retained on behalf of the Bank or an affiliate of the Bank; or (iii) the expiration of one year from the date of execution.

The authority granted to the attorney-in-fact by the Power of Attorney is not transferable to any other party or entity.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to its conflicts of law principles.

All actions heretofore taken by said Attorney, which the Attorney could properly have taken pursuant to this Power of Attorney, be, and hereby are, ratified and affirmed.

IN WITNESS WHEREOF, The Bank of New York Mellon (fka The Bank of New York), as Trustee, pursuant to that Pooling and Servicing Agreement among the Master Servicer, Trust Administrator, Custodian and the Trustee, dated as of March 1, 2006, and these present to be signed and acknowledged in its name and behalf by Harold P. Fudali is duly elected and authorized Managing Director this 15th day of March, 2011.

The Bank of New York Mellon (fka The Bank of New York), as Trustee for the holders of Mastr Alternative Loan Trust 2006-2

_

Name: Harold P. Fudali

Title: Managing Director

Name: Janet Russo

Title Vice President

Witness

Printed Name: Alexander Tonge

Witness:

Printed Name: Medina Dzaferovic

INSTR#: 3390547 06/16/2011 POWER OF ATTORNEY Image: 3 of 3

ACKNOWLEDGEMENT

STATE OF	New York	 \$
		\$
COUNTY OF	Kings	 \$

Personally appeared before me the above named Harold P. Fudali and Janet Russo, known or proved to me to be the same persons who executed the foregoing instrument and to be the Managing Director and Vice President respectively of The Bank of New York Mellon, fka Bank of New York, as Trustee for Mastr Alternative Loan Trust 2006-2, and acknowledged that they executed the same as their free act and deed and the free act and deed of the Bank of New York Mellon.

Subscribed and sworn before me this 15th day of March, 2011

NOTARY PUBLIC
My Commission expires:

Notary Public, State of New York No. 01LA6186772 Qualified in Kings County Commission Expires May 12, 2012

This Document Recorded 06/16/2011 03:34:58 PM Instrument; POWR

Instr #: 3390547 Receipt #: 2011583784 Rec Fee: \$18.50

Beaver County, Recorder of Deeds

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