

This Limited Power of Attorney may be utilized fully to all intents and purposes as Seller might or could do if personally present, hereby ratifying and confirming all that Purchaser as said attorney in fact shall lawfully do or cause to be done by virtue hereof

ARTICLE I

The enumeration of particular powers herein is not intended in any way to limit the grant to Successor Servicer on behalf of Purchaser as Seller's attorney-in-fact of full power and authority with respect to the Mortgage Loans to complete (to the extent necessary), file and record any documents, instruments or other writings referred to above as fully, to all intents and purposes as Seller might or could do if personally present, hereby ratifying and confirming whatsoever such attorney-in-fact shall and may do by virtue hereof, provided that this instrument is to be construed and interpreted as a limited power of attorney and does not empower or authorize the said attorneys-in-fact to do any act or execute any document on behalf of Seller not specifically described herein. Seller agrees and represents to those dealing with such attorney-in-fact that they may rely upon this Limited Power of Attorney until termination thereof under the provisions of Article III below. Any and all third parties dealing with Successor Servicer on behalf of Purchaser as Seller's attorney-in-fact may rely completely, unconditionally and conclusively on the authority of Successor Servicer on behalf of Purchaser, as applicable, and need not make any inquiry about whether Successor Servicer on behalf of Purchaser is acting pursuant to the Mortgage Loan Purchase Agreement. Any purchaser, title insurance company or other third party may rely upon a written statement by Successor Servicer on behalf of Purchaser that any particular Mortgage Loan or related mortgaged real property in question is subject to and included under this Limited Power of Attorney or the Mortgage Loan Purchase Agreement.

ARTICLE II

Any act or thing lawfully done hereunder and in accordance with this Limited Power of Attorney by Purchaser shall be binding on Seller and Seller's successors and assigns.

ARTICLE III

The rights, power, and authority of the attorney-in-fact granted in this instrument shall commence and be in full force and effect on the date of execution and such rights, powers and authority shall remain in full force and effect until 11:59 p.m., Eastern Standard time, on the date that is one year from such date (the "POA Termination Date"). This Limited Power of Attorney shall be coupled with an interest and shall be irrevocable prior to the POA Termination Date.

Nothing herein shall be deemed to amend or modify the Mortgage Loan Purchase Agreement or the respective rights, duties or obligations of Seller under the Mortgage Loan Purchase Agreement, and nothing herein shall constitute a waiver of any rights or remedies thereunder.



