2590635 BK 5236 PG 503



LIMITED POWER OF ATTORNEY

RICHARD T. MAUGHAN DAVIS COUNTY, UTAH RECORDS 03/23/2011 01:34 PM

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FEE \$22.00 Pas: 7

DEP RT REC'D FOR SELECT PORTFOLIO SEARUCING IN

14-33546RED

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 (the "Indenture Trustee") pursuant to the agreements identified on Exhibit A attached hereto (collectively, the "Agreements"), hereby constitutes and appoints Select Portfolio Servicing, Inc. ("SPS" or the "Servicer"). by and through the Servicer's officers, the indenture Trustee's true and lawful Attorneyin-Fact, in the Indenture Trustee's name, place and stead and for the Indenture 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 Indenture Trustee necessary and appropriate to effectuate the following enumerated transactions in respect of the portgages 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 Indenture Trustee (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 SPS is acting as the Servicer.

This Appointment shall apply only to the following enumerated transactions and nothing therein or in the Agreements shall be construed to the contrary:

- 1. The modification or re-recording is solely for the purpose of correcting the said modification or re-recording is solely for the purpose of correcting the Mortgage or Deed of first 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 related Agreements.
- 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.

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HOLD FOR MERIDIAN TITLE CORP

- 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
 - 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 safe 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 February 22, 2010.

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 Indenture Trustee under the Agreements, 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 Indenture Trustee.

This limited power of attorney is not intended to extend the powers granted to the Servicer under the Agreements or to allow the Servicer to take any action with respect to Mortgages, Deeds of Trust or Mortgage Notes not authorized by the Agreements.

The Servicer hereby agrees to indemnify according to provisions in 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 Indenture Trustee for the Agreements has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its pane and behalf by a vice president this 22nd day of February 2011.

Deutsche Bank National Trust Company, as Indenture Trustee for

By:

Name: Barbara Campbell Title: Vice President

Prepared by:

Name: Gisselle Picard
Title: Trust Administrator

WITNESS:

Name: Mei Nghia (

Title: Authorized Signer

WITNESS:

By:

Name: Karlene Benvenuto

Title: Authorized Signer

State of California} County of Orange}

On February 22, 2011, before me, Tuan Quach Notary Public, personally appeared Barbara Campbell, 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 she executed the same interactionized capacity and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. This Document is the property of

I certify under PENALTY OF PERSON Punder the faws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Notary signature

TUAN QUACH Ininission # 1838344 Grange County

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

Exhibit A

- 1. Sale and Servicing Agreement, dated as of November 1, 2002, among Accredited Home Lenders, Inc. (successor to Accredited Home Capital, Inc.), as Seller, Accredited Home Lenders, Inc., as Sponsor, Select Portfolio Servicing, Inc., assignee of Accredited Home Lenders, Inc., as Master Servicer, ACCREDITED MORTGAGE LOAN TRUST 2002-2, as Issuer, Countrywide Home Loans Servicing LP, as Backup Servicer, and Deutsche Bank National Trust Company, as Indenture Trustee
- 2. Amended and Restated Sale and Servicing Agreement, dated as of July 27, 2004, among Accredited Home Lenders, Inc. (successor to Accredited Home Capital, Inc.), as Seller, Accredited Home Lenders, Inc., as Sponsor, Select Portfolio Servicing, Inc., assignee of Accredited Home Lenders, Inc., as Master Servicer, ACCREDITED MORTGAGE LOAN TRUST 2003-1, as Issuer, Countrywide Home Loans Servicing LP, as Backup Servicer, and Deutsche Bank National Trust Company, as Indenture Trustee
- 3. Sale and Servicing Agreement, dated as of September 1, 2003, among Accredited Home Capital, Inc., as Seller, Accredited Home Lenders, Inc., as Sponsor, Select Portfolio Servicing, Inc., assignee of Accredited Home Lenders, Inc., as Master Servicer, ACCREDITED MORTGAGE LOAN TRUST 2003-2, as Issuer, Country wide Home Loans Servicing LP, as Backup Servicer, and Deutsche Bank National Trust Company, as Indenture Trustee
- 4. Amended and Restated Sale and Servicing Agreement, dated as of July 2004, among Accredited Home Lenders, Inc. (successor to Accredited Home Capital, Inc.), as Seller, Accredited Home Lenders, Inc., as Sponsor, Select Portfolio Servicing, Inc., assignee of Accredited Home Lenders, Inc., as Master Servicer, ACCREDITED MORTGAGE LOAN TRUST 2003-3, as Issuer, Countrywide Home Loans Servicing LP, as Backup Servicer, and Deutsche Bank National Trust Company, as Indenture Trustee
- 5. Sale and Servicing Agreement, sated as of February 1, 2004, among Accredited Home Capital, Inc., as Seller, Accredited Home Lenders, Inc., as Sponsor, Select Portfolio Servicing, Inc., assignee of Accredited Home Lenders, Inc., as Master Servicer, ACCREDITED MORTGAGE LOAN TRUST 2094-1, as Issuer, Countrywide Home Loans Servicing LP, as Backup Servicer, and Deutsche Bank National Trust Company, as Indenture Trustee
- 6. Sale and Servicing Agreement, dated as of August 1, 2004, among Accredited Mortgage Loan REIT Trust, as Seller, Accredited Home Lenders, Inc., as Sponsor, Select Portfolio Servicing, Inc., assignee of Accredited Home Lenders, Inc., as Master Servicer, ACCREDITED MORTGAGE LOAN TRUST 2004-3, as Issuer, Countrywide Home Loans Servicing LP, as Backup Servicer, and Deutsche Bank National Trust Company, as Indenture Trustee
- 7. Sale and Servicing Agreement, dated as of November 1, 2004, among Accredited Mortgage Loan REIT Trust, as Seller, Accredited Home Lenders, Inc., as Sponsor, Select Portfolio Servicing, Inc., assignee of Accredited Home Lenders, Inc., as Servicer, ACCREDITED MORTGAGE LOAN TRUST 2004-4, as Issuer, and Deutsche Bank National Trust Company, as Indenture Trustee

- 8. Sale and Servicing Agreement, dated as of February 1, 2005, among Accredited Mortgage Loan REIT Trust, as Seller, Accredited Home Lenders, Inc., as Sponsor, Select Portfolio Servicing, Inc., assignee of Accredited Home Lenders, Inc., as Servicer, ACCREDITED MORTGAGE LOAN TRUST 2005-1, as Issuer, and Deutsche Bank National Trust Company, as Indenture Trustee
- 9. Sale and Servicing Agreement, dated as of May 1, 2005, among Accredited Mortgage Loan REIT Trust, as Seller, Accredited Home Lenders, Inc., as Sponsor, Select Portfolio Servicing, Inc., assignee of Accredited Home Lenders, Inc., as Servicer, ACCREDITED MORTGAGE LOAN TRUST 2005-2, as Issuer, and Deutsche Bank National Trust Company, as Indenture Trustee
- 10. Sale and Servicing Agreement, Cated as of November 1, 2005, among Accredited Mortgage Loan REIT Frust, as Depositor, Accredited Home Lenders, Inc., as Sponsor, Select Portfolio Servicing, Inc., assignee of Accredited Home Lenders, Inc., as Servicer, ACCREDITED MORTGAGE LOAN TRUST 2005-4, as Issuer and Deutsche Bank National Trust Company, as Indenture Trustee

 The Lake County Recorder!
- 11. Sale and Servicing Agreement, dated as of March 1, 2006, among Accredited Mortgage Loan REIT Trust, as Depositor, Accredited Home Lenders, Inc., as Sponsor, Select Portfolio Servicing, Inc., assignee of Accredited Home Lenders, Inc., as Servicer, ACCREDITED MORTGAGE LOAN TRUST 2006-1, as Issuer, and Deutsche Bank National Trust Company, as Indenture Trustee
- 12. Sale and Servicing Agreement, dated as of June 1, 2006, among Accredited Mortgage Loan REIT Trust, as Depositor, Accredited Home Lenders, Inc., as Sponsor, Select-Portfolio Servicing, Inc., assignee of Accredited Home Lenders, Inc., as Servicer, ACCREDITED MORTGAGE LOAN TRUST 2006-2, as Issuer, and Deutsche Bank National Trust Company, as Indenture Trustee
- 13. Sale and Servicing Agreement, dated as of January 1, 2007, among Accredited Mortgage Loan REIT Trust, as Depositor, Accredited Home Lenders, Inc., as Sponsor, Select Portfolio Servicing, Inc., assignee of Accredited Home Lenders, Inc., as Servicer, ACCREDITED MORTGAGE LOAN TRUST 2007-1, as Issuer, and Deutsche Bank National Trust Company, as Indenture Trustee
- 14. Transfer and Servicing Agreement, dated as of September 1, 2005, among Morgan Stanley ABS Capital I, as Depositor, Wells Fargo Bank, NA, as Master Servicer and Trust Administrator, Aames Investment Corporation, as Seller, Select Portfolio Servicing, Inc., assignee of Aames Capital Corporation, as Servicer, AAMES MORTGAGE INVESTMENT TRUST 2005-4; as Issuer, and Deutsche Bank National Trust Company, as Indenture Trustee
- 15. Transfer and Servicing Agreement, dated as of April 1, 2006, among Financial Asset Securities Corp., as Depositor, Wells Fargo Bank, NA, as Master Servicer and Trust Administrator, Aames Investment Corporation, as Sponsor, Select Portfolio Servicing, Inc., assignee of Aames Funding Corporation, as Servicer, AAMES MORTGAGE

INVESTMENT TRUST 2006-1, as Issuer, and Deutsche Bank National Trust Company, as Indenture Trustee

- 16. Assignment and Assumption Agreement among SELECT SERVICING PORTFOLIO, INC., as Servicer, ACCREDITED HOME LENDERS, INC., as Prior Servicer, DEUTSCHE BANK NATIONAL ASSOCIATION TRUST COMPANY, as Indenture Trustee and ACCREDITED MORTGAGE LOAN TRUST 2002-2, ACCREDITED MORTGAGE LOAN TRUST 2003-1, ACCREDITED MORTGAGE LOAN TRUST 2003-3, ACCREDITED MORTGAGE LOAN TRUST 2004-1, as the Issuing Entities under the applicable Securitization Servicing Agreement (Effective as of February 2, 2009)
- 17. Assignment and Assumption Agreement among SELECT SERVICING PORTFOLIO, INC., as Servicer, ACCREDITED MORTGAGE LOAN REIT TRUST, as Seller and Depositor, ACCREDITED HOME LENDERS, INC., as Prior Servicer and Sponsor, DEUTSCHE BANK NATIONAL TRUST COMPANY, as Indenture Trustee, and ACCREDITED MORTGAGE LOAN TRUST 2005 1, and ACCREDITED MORTGAGE LOAN TRUST 2005 4, as the Issuing Entities under the applicable Securitization Servicing Agreements (Effective as February 2, 2009) f
- 18. Assignment and the stantion Congressive the conorder SELECT SERVICING PORTFOLIO, INC., as Servicer, AAMES CAPITAL CORPORATION, as Prior Servicer, DEUTSCHE BANK NATIONAL TRUST COMPANY, as Indenture Trustee and AAMES MORTGAGE INVESTMENT TRUST 2005-4, as the Issuing Entity under the Securitization Servicing Agreement (Effective as of February 2, 2009)
- 19. Assignment and Assumption Agreement among SELECT SERVICING PORTFOLIO, INC., as Servicer, ACCREDITED HOME LENDERS, INC. (as successor in interest to Aames Funding Corporation), as Prior Servicer, DEUTSCHE BANK NATIONAL TRUST COMPANY, as Didentific Trustee and AAMES MORTGAGE INVESTMNET TRUST 2006-1, as issuing Entity under the Securitization Servicing Agreement (Effective as of February 2, 2009)



STATE OF UTAH)
COUNTY OF DAVIS) SB.

1. THE UNDERSIGNED, RECORDER OF DAVIS COUNTY, UTAH, DO HEREBY CERTIFY THAT THE ANNEXED AND FOREGOING IS A TRUE AND FULL COPY OF AN ORIGINAL DOCUMENT ON FILE IN MY OFFICE AS SUCH RECORDER.
WITNESS MY HAND AND SEAL OF SAID OFFICE

THIS 13 DAY OF FEBRUARY
RICHARD T MAUGHAN, RECORDER