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Doc#: 0922333124 Fee: \$46.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 08/11/2009 02:23 PM Pg: 1 of 6

#### WHEN RECORDED MAIL TO:

Service Link 4000 Industrial Blvd. Aliquippa, PA 15001 1-800-439-5451 1769455

### LIMITED POWER OF ATTORNEY

**Grantor:** 

US BANK NATIONAL ASSOCIATION

Grantee:

JPMORGAN CHASE BANK NA

ROX 152

9223-0056

O'CONNOR TITLE SERVICES, INC. 162 W. HUBBARD STREET CHICAGO, IL 60654

0922333124 Page: 2 of 6

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Prepared B/
After Recording return to:

JPMorgan Chase Bank 7255 Baymeadows Way Mailstop JAX 13030 Jacksonville, FL 32256

#### Limited Power of Attorney

U.S. Bank National Association, as successor Trustee to Bank of America, N.A., as Trustee, successor by merger to LaSalle Bank National Association, as Trustee (the "Trustee") under the various Pooling and Servicing Agreements related to the securifications listed on Exhibit A attached hereto, having its principal office located at 1 Federal St, Boston, MA 02110, hereby makes, constitutes and appoints JPMorgan Chase Bank, National Association having its office located at 1255 Baymeadows Way, Jacksonville, FL 32256, its true and lawful attorney-in-fact, with full power and authority to sign, execute, acknowledge, deliver, file and record any instrument on its behalf and to perform such other act or acts 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 promissory notes secured thereby (the "Mortgage Notes") for which JPMorgan Chase Bank, National Association is acting as Servicer.

Without limitation, this appointment shall apply to the following enumerated transactions:

- 1. The modification or re-recording of a Mortgage, where said modification or re-recording is for the purpose of correcting the Mortgage to conform to the original intent of the parties 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 as insured.
- 2. The subordination of the lien of a Mortgage.
- 3. The execution of partial satisfactions/releases, partial reconveyances or the execution of requests to trustees to accomplish same.
- 4. With respect to a Mortgage, 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;
  - b. Statements of breach of non-performance;
  - Notices of default;
  - d. Cancellations/rescissions of notices of default and/or notices of sale;
  - e. The taking of a deed in lieu of foreclosure; and
  - f. Such other documents and actions as may be necessary under the terms of the Mortgage or state law to expeditiously complete said transactions.
- 5. 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 or on real estate owned.
- 6. The completion of loan assumption agreements.

0922333124 Page: 3 of 6

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- 7. The full satisfaction/release of a Mortgage or full reconveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.
- 8. The assignment of any Mortgage and the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby pursuant to the requirements of the Servicing Agreement including, without limitation, by reason of a conversion or adjustable rate mortgage loan from a variable rate to a fixed rate.
- 9. The full assignment of a Mortgage upon payment and discharge of all sums secured thereby in conjunction with the refinancing thereof, including, without limitation, the endorsement of the related Mortgage Note.
- 10. The registration of loan collateral and real estate owned with municipalities, counties, states, and other governmental entities as required by law, including without limitation, the execution of documents, forms, and other instruments necessary to comply with such law and/or to preserve loan collateral and real estate owned.
- 11. To the extent permitted by law, the appearance in legal and administrative proceedings, actions, disputes, and matters concerning oan collateral and real estate owned, and the execution of documents necessary to effectuate such appearance, including without limitation, affidavits, pleadings, settlements, agreements, stipulations, and letters of consent.

Notwithstanding anything containe in rein to the contrary, JPMorgan Chase Bank, National Association shall not, without the Trustee's written consent, and such consent shall not be unreasonably withheld: (i) initiate any action, suit or proceeding directly relating to the ervicing of a Mortgage Loan solely under the Trustee's name without indicating JPMorgan Chase Bank, National Association in its applicable, representative capacity, so long as the jurisdictional and proceeding rules will allow for any insertion to occur, (ii) 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 or any Mortgage Loan Seller for breaches of representations and warranties) solely under the Trustee's name, (iii) 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 Deposito or any Mortgage Loan Seller for breaches of representations and warranties), or (iv) prepare, execute or deliver any covernment fillings, forms, permits, registrations or other documents or take any action with the intent to cause, and that actually causes, the Trustee to be registered to do business in any state.

The undersigned gives JPMorgan Chase Bank, National Association 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.

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 extect has not been revoked unless an instrument of revocation has been made in writing by the undersigned.

0922333124 Page: 4 of 6

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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.

NO CORPORATE SEAL

U.S. Bank National Association, as Successor Trustee, to Bank of America, National Association, successor by merger to LaSalle Bank National Association, as Trustee

mý Byrnes

Title: Vice-President

Catherine

WITNESS

Title: Trust Officer

Title: Vice-President

Mahis and Acknowledged and Agreed

IPMorgan Chase Bank, National Association

Name:

100

in belief a resident from som s, without interest in action, com-

Tina Corcoran

Title:

Vice President

FOR CORPORATE ACKNOWLEDGMENT

STATE OF MA

SS.

**COUNTY OF Suffolk** 

On this 9th day of April, 2009, before me the undersigned, Notary Public of said State, personal y appeared Amy Byrnes, Claire A. Fusco and Christopher J. Twardzicki, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as Vice President, Vice President and Trust Officer of U.S. Bank National Association, a national banking association that executed the within instruments, and known to me to be the person who executed the within instrument on behalf of the national banking association therein named, and acknowledge to me that such national banking association executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

Notary Public in and for the

State of MA

0922333124 Page: 5 of 6

Clark's Office

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#### **EXHIBIT A**

WMALT 2006-5
WMALT 2007-2
WMALT 2007-3
WMALT 2006-AR1
WMALT 2006-AR4
WMALT 2006-AR5
WMALT 2006-AR7
WMALT 2006-AR8
WMALT 2006-AR9
WMALT 2007-OA1
WMALT 2007-OA2
WMALT 2007-OA3

WMALT 2007-0A4

0922333124 Page: 6 of 6

## **UNOFFICIAL COPY**

#### **Exhibit "A" Legal Description**

that certain partitle South 30 feet of the Vies 1/2 of the South Third Principal Meridian, in of Tax ID: 15-14-325-003 as the South 30 feet of Lot 123 in Frank C. Woods Addition to Maywood being a subdivision