Doc#: 0927110040 Fee: \$46.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds
Date: 09/28/2009 01:30 PM Pg: 1 of 6

After Recording return to: JPMorgan Chase Bank 7255 Baymeadows Way Mailstop JAXA3030 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 LaS alle Bank National Association, as Trustee (the "Trustee") under the various Pooling and Servicing Agreements relate to the securitizations 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 effic. located at 7255 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 the 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 of 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 in.en 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;
 - c. 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.

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- 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 of incerning loan 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 any hing contained herein 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 servicing 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 this inscrition to occur, (ii) initiate any action, suit 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 proceedings not directly relating to the servicing of a Mortgage Loan (including but not timited to actions, suits or proceedings against Certificateholders, or against the Depositor or any Mortgage Loan Seller for breaches of representations and warranties), or (iv) prepare, execute or deliver any government filings, 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 grand under this Limited Power of Attorney; and may be satisfied that this Limited Power of Attorney shall continue in full force and effect has not been revoked unless an instrument of revocation has been made in writing by the under inned.

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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

Name: Grace Le WITNESS

.

Name: Paul J. Gobin

Title: Trust Officer

Name: Lorie October
Title: Vice-President

Divid Duclos

Title: Vice-President

Acknowledged and Agreed

JPMorgan Chase Bank, National Association

By:____

Name: Title:

HAROLD HOLBROOK

Vice President

FOR CORPORATE ACKNOWLEDGMENT

STATE OF _MA

SS.

COUNTY OF Suffolk

On this 14th day of April, 2009, before me the undersigned, Notary Public of said Slate, personally appeared David Duclos, Lorie October and Paul J. Gobin, personally known to me (or proved to me or the basis of satisfactory evidence) to be the persons who executed the within instrument as Vice President, Vice I resident 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 scal.

State of MA My Comm expires

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EXHIBIT A

WMALT 2006-5

WMALT 2007-2

WMALT 2007-3

WMALT 2006-AR1

WMALT 2006-AR4 W. WMAL. WMALT 2007-OA2 WMALT 2007-OA3 WMALT 2007-OA4

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CERTIFIED COPY, THIS DOCUMENT IS A TRUE AND CORRECT COPY OF THE RECORDED DOCUMENT MINU-ANY REDACTED PORTIONS

MAY 2 0. 2009

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RECORDER

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Exhibit "A" Legal Description

All that certain parcel of land situated in the County of Cook and State of Illinois, being known and designated as Lot 17 in Block 8 in Weddell and Cox's Subdivision of the West 1/2 of the Northeast 1/4 of Section 20, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Tax ID: 20-20-211-016-0000

Property of Cook County Clerk's Office