

OCT-21-2009 02:13

P.002

First Franklin Loan Services  
P.O. Box 1838  
Pittsburgh, PA 15230-1838

September 12, 2009

[REDACTED]  
[REDACTED]  
Carlsbad CA 92009

RE: Loan No. [REDACTED]  
Property Address [REDACTED]

Dear Loan Customer,

This letter details the terms of the conditional approval by our company of a short pay-off on the above referenced loan. Please note that this approval is NOT FINAL until the terms of this approval have been met and we receive all the materials required. The terms of approval are:

- 1. Sale Price: \$264,900.00
- 2. Certified Pay-off Funds no less than: \$233,511.86
- 3. Transaction must close on or before: 11/19/2009
- 4. We must receive the funds by 2 pm ET: 11/20/2009
- 5. The real estate commission must be no more than 5%
- 6. Seller(s) must receive no proceeds from the sale.
- 7. PRELIMINARY HUD-1 MUST BE FAXED TO US 48 HOURS PRIOR TO THE CLOSING.
- 8. Seller(s) MUST write a letter requesting that all remaining escrow funds (if applicable) be applied to the indebtedness. This includes any tax and/or insurance refunds.
- 9. 2nd lien to net \$13,332.00

Please see the second page for materials that must be provided after closing along with mailing and wiring information.

LM901/GQS

OCT-21-2009 02:14

P.003

[REDACTED], Page 2

The following materials MUST be provided immediately after the closing:

1. A certified check for \$233,511.86 representing the pay-off amount. If funds are sent by wire, provide the Fed reference number for confirmation. Wire transfers must be received within 24 hours of closing.
2. A copy of the final signed HUD-1. If the final signed HUD-1 is not available, a true and certified copy of the unsigned, final HUD-1 MUST be provided.
3. Final signed HUD-1 from closing faxed to (412) 927-3839

We also request that you send the following:

- \* Copy of signed Buyer(s) and Seller(s) Closing Statement(s), if applicable,
- \* Disbursement worksheet, and
- \* Copies of all checks issued.

Forward ALL required items to the mailing address listed below:

MAILING ADDRESS  
 Loan Services  
 ATTN: Loss Mitigation, PA9-150-02-50  
 150 Allegheny Center Mall  
 Pittsburgh, PA 15212 OR FAX TO: 412-927-3839

If wiring pay-off funds, please use the following information:

WIRING INSTRUCTIONS  
 Bank: Bank of America  
 ABA: 026009593  
 Acct: Home Loan Services, Inc.  
 Mortgage: [REDACTED]  
 Loan Number: [REDACTED]

Upon satisfaction of the required terms, including, but not limited to, the receipt of the proceeds and all required material, the appropriate documents will be sent to release the lien. If you have any questions, I am available to assist you at [REDACTED], ext. [REDACTED] between 8 am and 4:30 pm, Eastern Time, Monday through Friday.

Sincerely, [REDACTED]

[REDACTED]  
Loss Mitigation

You should consider this letter as coming from a debt collector as we sometimes act as a debt collector. Any information provided by you will be used to collect this debt. However, if you are in bankruptcy or have received a bankruptcy discharge for this debt, this letter is not an attempt to collect the debt, but notice of possible enforcement of our lien against the collateral property.

LM902/GQS

OCT-21-2009 02:14

P.004

First Franklin Loan Services  
P.O. Box 1838  
Pittsburgh, PA 15230-1838

September 12, 2009

[REDACTED]

RE: Loan No. [REDACTED]  
Property Address [REDACTED]

Dear Loan Customer,

This letter details the terms of the conditional approval by our company of a short pay-off on the above referenced loan. Please note that this approval is NOT FINAL until the terms of this approval have been met and we receive all the materials required. The terms of approval are:

- 1. Sale Price: \$264,900.00
- 2. Certified Pay-off Funds no less than: \$13,332.00
- 3. Transaction must close on or before: 11/19/2009 *DT*
- 4. We must receive the funds by 2 pm ET: 11/20/2009 *DT*
- 5. The real estate commission must be no more than 5%
- 6. Seller(s) must receive no proceeds from the sale.
- 7. PRELIMINARY HUD-1 MUST BE FAXED TO US 48 HOURS PRIOR TO THE CLOSING.
- 8. Seller(s) MUST write a letter requesting that all remaining escrow funds (if applicable) be applied to the indebtedness. This includes any tax and/or insurance refunds.

Please see the second page for materials that must be provided after closing along with mailing and wiring information.

LM901/GQS

OCT-21-2009 02:14

P.005

[REDACTED]  
[REDACTED], Page 2

The following materials **MUST** be provided immediately after the closing:

1. A certified check for \$13,332.00 representing the pay-off amount. If funds are sent by wire, provide the Fed reference number for confirmation. Wire transfers must be received within 24 hours of closing.
2. A copy of the final signed HUD-1. If the final signed HUD-1 is not available, a true and certified copy of the unsigned, final HUD-1 **MUST** be provided.

We also request that you send the following:

- \* Copy of signed Buyer(s) and Seller(s) Closing Statement(s), if applicable,
- \* Disbursement worksheet, and
- \* Copies of all checks issued.

Forward ALL required items to the mailing address listed below:

MAILING ADDRESS  
 Loan Services  
 ATTN: Loss Mitigation, PA9-150-02-50  
 150 Allegheny Center Mall  
 Pittsburgh, PA 15212 OR FAX TO: 412-927-3839

If wiring pay-off funds, please use the following information:

WIRING INSTRUCTIONS  
 Bank: Bank of America  
 ABA: 026009593  
 Acct: [REDACTED]  
 Mortgagor: [REDACTED]  
 Loan Number: [REDACTED]

Upon satisfaction of the required terms, including, but not limited to, the receipt of the proceeds and all required material, the appropriate documents will be sent to release the lien. If you have any questions, I am available to assist you at [REDACTED] between 8 am and 4:30 pm, Eastern Time, Monday through Friday.

Sincerely,  
[REDACTED]  
Loss Mitigation

You should consider this letter as coming from a debt collector as we sometimes act as a debt collector. Any information provided by you will be used to collect this debt. However, if you are in bankruptcy or have received a bankruptcy discharge for this debt, this letter is not an attempt to collect the debt, but notice of possible enforcement of our lien against the collateral property.

LM902/GQS

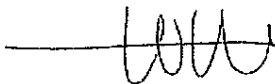
**CORPORATE RESOLUTION**

Be it Resolved that the attached list of candidates are employees of National City Home Loan Services a Member of Mortgage Electronic Registration Systems, Inc. (MERS), and are hereby appointed as assistant secretaries and vice presidents of MERS, and, as such, are authorized to:

- (1) release the lien of any mortgage loan registered on the MERS System that is shown to be registered to the Member;
- (2) assign the lien of any mortgage loan naming MERS as the mortgagee when the Member is also the current promissory note-holder, or if the mortgage loan is registered on the MERS System, is shown to be registered to the Member;
- (3) execute any and all documents necessary to foreclose upon the property securing any mortgage loan registered on the MERS System that is shown to be registered to the Member, including but not limited to (a) substitution of trustee on Deeds of Trust, (b) Trustee's Deeds upon sale on behalf of MERS, (c) Affidavits of Non-military Status, (d) Affidavits of Judgment, (e) Affidavits of Debt, (f) quitclaim deeds, (g) Affidavits regarding lost promissory notes, and (h) endorsements of promissory notes to VA or HUD on behalf of MERS as a required part of the claims process;
- (4) take any and all actions and execute all documents necessary to protect the interest of the Member, the beneficial owner of such mortgage loan, or MERS in any bankruptcy proceeding regarding a loan registered on the MERS System that is shown to be registered to the Member, including but not limited to: (a) executing Proofs of Claim and Affidavits of Movant under 11 U.S.C. Sec. 501-502, Bankruptcy Rule 3001-3003, and applicable local bankruptcy rules, (b) entering a Notice of Appearance, (c) vote for a trustee of the estate of the debtor, (d) vote for a committee of creditors, (e) attend the meeting of creditors of the debtor, or any adjournment thereof, and vote on behalf of the Member, the beneficial owner of such mortgage loan, or MERS, on any question that may be lawfully submitted before creditors in such a meeting, (f) complete, execute, and return a ballot accepting or rejecting a plan, and (g) execute reaffirmation agreements;
- (5) take any and all actions and execute all documents necessary to refinance, subordinate, amend or modify any mortgage loan registered on the MERS System that is shown to be registered to the Member.
- (6) endorse checks made payable to Mortgage Electronic Registration Systems, Inc. to the Member that are received by the Member for payment on any mortgage loan registered on the MERS System that is shown to be registered to the Member;
- (7) take any such actions and execute such documents as may be necessary to fulfill the Member's servicing obligations to the beneficial owner of such mortgage loan (including mortgage loans that are removed from the MERS System as a result of the transfer thereof to a non-member of MERS).

I, William C. Hultman, being the Corporate Secretary of Mortgage Electronic Registration Systems, Inc., hereby certify that the foregoing is a true copy of a Resolution duly adopted by the Board of Directors of said corporation effective as of the 1st day of November, 2005 which is in full force and effect on this date and does not conflict with the Certificate of Incorporation or By-Laws of said corporation.

Certified TRUE COPY or the original.



\_\_\_\_\_  
Notary Public      Dated:

\_\_\_\_\_  
William C. Hultman, Secretary

**National City Home Loan Services**  
ORG ID 1004273

**Mortgage Electronic Registration Systems, Inc.**  
**Certifying Officers**

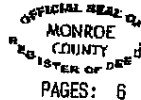
- Baranet, Steven
- Barron, Bruce
- Fedoronko, Gary
- Gonzales, Eileen
- Kusich, Bryan
- Lucas, Melissa
- Maerkle, Sharon
- Richard, Daniel
- Stevens, Nanette

ORIGINAL



2008R00420

POWER ATTORNEY  
RECORDED ON 01/07/2008 02:38:16PM  
GERI ALLEN - REGISTER OF DEEDS  
MONROE COUNTY, MI  
RECORDING: 29.00



LIMITED POWER OF ATTORNEY §

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO  
HOME LOAN SERVICES, INC.  
150 Allegheny Center  
Pittsburgh, PA 15212  
Attn: Katherine A. Weir

INSTR # 2008000248550, Pages 5  
Doc Type POA, Recorded 08/18/2008 at 12:19 PM.  
Charlie Green, Lee County Clerk of Circuit Court  
Rec. Fee \$44.00  
Deputy Clerk SPINNACE  
#1

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 principal place of business at 1761 East St. Andrew Place, Santa Ana, California, 92705, as Trustee (the "Trustee") pursuant to that Pooling and Servicing Agreement dated as of November 1<sup>st</sup>, 2006 (the "Agreement") by and between Financial Asset Securities Corp. (the "Depositor"), Deutsche Bank National Trust Company and National City Home Loan Services, Inc. now known as Home Loan Services, Inc. (the "Servicer"), hereby constitutes and appoints the Servicer, by and through the Servicer's officers, the Trustee's true and lawful Attorney-in-Fact, in the Trustee's name, place and stead and for the Trustee's benefit, in connection with all mortgage loans serviced by the Servicer pursuant to the Agreement solely for the purpose of performing such acts and executing such documents in the name of the Trustee necessary and appropriate to effectuate the following enumerated transactions in respect of any of the mortgages 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 Trustee for various certificateholders (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 Home Loan Services, Inc. is acting as the Servicer.

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

1. The modification or re-recording of a Mortgage or Deed of Trust, where said modification or re-recording is solely 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; 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 Agreement.
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

see FL

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- 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.
  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 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;
    - 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 sale 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 April 19, 2007.

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 Trustee under the Agreement, 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 Trustee.

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

The Servicer hereby agrees to indemnify and hold the 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 or in connection with the exercise by the Servicer of the powers granted to it hereunder. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the Agreement or the earlier resignation or removal of the Trustee under the Agreement.

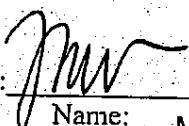
This Limited Power of Attorney is entered into and shall be governed by the laws of the State of New York, without regard to conflicts of law principles of such state.

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

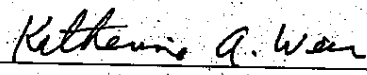
continue in full force and effect and has not been revoked unless an instrument of revocation has been made in writing by the undersigned.

IN WITNESS WHEREOF, Deutsche Bank National Trust Company, as Trustee has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by a duly elected and authorized signatory this 19<sup>th</sup> day of April 2007.

Deutsche Bank National Trust Company, as Trustee

By:   
Name: Melissa Wilman  
Title: Vice President

Acknowledged and Agreed  
Home Loan Services, Inc.

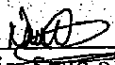
By:   
Name: Katherine A Weir,  
Title: Closing Specialist

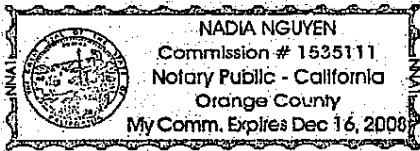


STATE OF CALIFORNIA  
COUNTY OF ORANGE

On April 19, 2007, before me, the undersigned, a Notary Public in and for said state, personally appeared Melissa Wittmann of Deutsche Bank National Trust Company, as Trustee for FFMLT 2006-FF16, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed that same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted and executed the instrument.

WITNESS my hand and official seal.  
(SEAL)

  
\_\_\_\_\_  
Notary Public State of California



OCT-21-2009 02:15

P.006

When Recorded Mail To:

Home Loan Services, Inc.  
Attn: Secretary  
150 Allegheny Center Mall  
Pittsburgh, PA 15212

### LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that First Franklin Financial Corporation ("Originator") hereby constitutes and appoints Home Loan Services, Inc. ("Servicer"), by and through Servicer's officers, the lawful Attorney-in-Fact, in Originator's name, place and stead in connection with all mortgage loans serviced by Servicer and originated by Originator solely for the purpose of performing such acts and executing such documents in the name of Originator necessary and appropriate to effectuate the following enumerated transactions in respect of any of the mortgages or deeds of trust ("Mortgages", and each a "Mortgage") and promissory notes secured thereby (the "Mortgage Notes", and each a "Mortgage Note") which the undersigned, or any agent or representative acting on behalf of and in the name of the undersigned, originated and for which Servicer is acting as servicer, regardless of the who may now or in the future be the beneficiary of any of the Mortgages or holder or owner of any of the Mortgage Notes.

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

1. The assignment, conveyance, modification, re-recording, or any other act on behalf of, and in the name of, the Originator with regard to a Mortgage that Servicer, in its sole discretion, deems necessary to perfect an interest in, enforce, or otherwise service the Mortgage for one who has purchased or otherwise obtained ownership in, or is the beneficiary of, any interest originally held by Originator in the Mortgage, including, but not limited to, any Mortgage currently held by Originator.
2. The endorsement, assignment, conveyance, modification, delivery, enforcement, or any other act on behalf of, and in the name of the Originator with regard to any Mortgage Note that Servicer deems necessary to service and/or enforce the Mortgage Note for one who has purchased or otherwise obtained ownership in, or is the beneficiary of, any interest originally held by Originator in the Mortgage Note, including, but not limited to, any Mortgage Note currently held by Originator.
3. 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.
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:

OCT-21-2009 02:15

P.007

- 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 or state law to expeditiously complete said transactions in paragraphs 4.a. through 4.e. above.
5. With respect to the sale 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.
6. 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 the date signed below.

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. To the extent that Servicer has taken any action otherwise consistent with the powers granted herein prior to the effective date hereof, Originator hereby ratifies and confirms all such actions the same as if Originator had taken such action itself.

Nothing contained herein shall be construed to grant Servicer the power to initiate or defend any suit, litigation or proceeding in the name of First Franklin Financial Corporation

OCT-21-2009 02:15

P.008

except to the extent Servicer deems necessary to service or enforce the Mortgages or Mortgage Notes.

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, First Franklin Financial Corporation as Originator has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by a duly elected and authorized signatory this 30 day of November, 2008.

First Franklin Financial Corporation



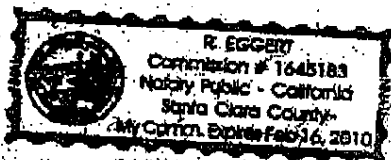
By: [Signature]  
Title: Asst. Corporate Secretary

State of California §  
County of SANTA CLARA §

On the 30<sup>th</sup> day of November, 2008, before me, the undersigned, a Notary Public in and for said state, personally appeared Mary Meguck and duly authorized agent of First Franklin Financial Corporation personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed that same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted and executed --the instrument.

WITNESS my hand and official seal

(SEAL)



[Signature]  
Notary Public for the State of California.