9/07/07 9:01:15
BK 121 PG 662
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

After Recording return to:
Wilshire Credit Corporation
14523 SW Millikan Way #200
Beaverton, OR 97005
Attention: Charlene Busselaar

501-661-1000
Dyke, Henry Goldsholl & Winzerling, P.L.C.
555 Plaza West Building
415 North McKinley
Little Rock, Arkansas 72205

State of Mississippi
Lauderdale County
Ann Wilson Hayes, Chancery Clerk
Doc#-005770 08-15-07 11:33 AM

POWER OF ATTORNEY

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KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **THE BANK OF NEW YORK,** having its main office at 101 Barclay Street, New York, New York 10286 (the "Bank"), hereby appoints **Wilshire Credit Corporation,** to be the Bank's true and lawful Attorneys-in-Fact (the "Attorneys") to act in the name, and on behalf, of the Bank with power to do only the following in connection with the securitizations and relevant Pooling and Servicing Agreements attached as Exhibit "A" (the "Pooling and Servicing Agreement") on behalf of the Bank

1. The modification or re-recording of a Mortgage or Deed of Trust, where said modification or re-recordings is 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 and said modification or re-recording, in either instance, does not adversely affect the lien of the Mortgage or Deed of Trust as insured.

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 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 and modification agreements.

5. The full or partial 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 recession of 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;

H

e. the taking of a 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; and

9. to execute any other documents referred to in the above-mentioned documents or that are ancillary or related thereto or contemplated by the provisions thereof; and

to do all things necessary or expedient to give effect to the aforesaid documents including, but not limited to, completing any blanks therein, making any amendments, alterations and additions thereto, to endorse which may be considered necessary by the Attorney, to endorse on behalf of the Trustee all checks, drafts and/or negotiable instruments made payable to the Trustee in respect of the documents, and executing such other documents as may be considered by the Attorney necessary for such purposes.

This Power of Attorney is effective for one (1) year from the date hereof or the earlier of (i) revocation by the Bank, (ii) the Attorney shall no longer be retained on behalf of the Bank or an affiliate of the Bank; or (iii) the expiration of one year from the date of execution.

The authority granted to the attorney-in-fact by the Power of Attorney is not transferable to any other party or entity.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to its conflicts of law principles.

All actions heretofore taken by said Attorney, which the Attorney could properly have taken pursuant to this Power of Attorney, be, and hereby are, ratified and affirmed.

IN WITNESS WHEREOF, The Bank of New York as successor in interest to JPMorgan Chase Bank, National Association, formerly known as The Chase Manhattan Bank, as Trustee pursuant to that Pooling and Servicing Agreement on attached Exhibit "A" among the Depositor, the Servicer, Trustee and Trustee, and these present to be signed and acknowledged in its name and behalf by Patrick Tadie its duly elected and authorized **Managing Director** this 12th day of December, 2006.

The Bank of New York, as successor in interest to JPMorgan Chase Bank, National Association, formerly known as The Chase Manhattan Bank, as **Trustee** for Pooling and Servicing Agreements on attached Exhibit "A"

By: _____
Name: Patrick Tadie
Title: Managing Director

By: _____
Name: Annette M. Marsula
Title: Vice President

Witness: _____
Printed Name: William Fragosa

Witness: _____
Printed Name: Alain Abraham

ACKNOWLEDGEMENT

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STATE OF New York §
§
COUNTY OF New York §

Personally appeared before me the above-named Patrick Tadie and Annette M. Marsula, known or proved to me to be the same persons who executed the foregoing instrument and to be the Managing Director and Vice President respectively of The Bank of New York, as successor in interest to JPMorgan Chase Bank, National Association, formerly known as The Chase Manhattan Bank, as Trustee for Pooling and Serviciing Agreement on attached Exhibit "A", and acknowledged that they executed the same as their free act and deed and the free act and deed of the Trustee.

Subscribed and sworn before me this 12th day of December, 2006.

ROSITA WALTERS NOTARY PUBLIC STATE OF NEW YORK

NOTARY PUBLIC
My Commission expires:

ROSITA WALTERS
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN KINGS COUNTY
NO. 01WA6048854
COMMISSION EXPIRES OCT. 2, 2010

EXHIBIT A

The Pooling and Servicing Agreement dated as of May 1, 2005 for the MLMI SURF Trust Series 2005-AB1

The Pooling and Servicing Agreement dated as of May 1, 2005 for the MLMI SURF Trust Series 2005-BC2

The Pooling and Servicing Agreement dated as of Septemer 1, 2005 for the MLMI SURF Trust Series 2005-BC3

The Pooling and Servicing Agreement dated as of September 1, 2005 for the MLMI SURF Trust Series 2005-AB2

The Pooling and Servicing Agreement dated as of December 1, 2005 for the MLMI SURF Trust Series 2005-BC4

The Pooling and Servicing Agreement dated as of Decmber 1, 2005 for the MLMI SURF Trust Series 2005-AB3