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BK 121 PG 733  
DESO TO COUNTY, MS  
W.E. DAVIS, CH CLERK

159  
10.1

BOOK 6745 PAGE 109

**JUDITH A. GIBSON, REGISTER OF DEEDS**  
**720 E. FOURTH STREET, ROOM 103**  
**CHARLOTTE, NORTH CAROLINA 28202**  
**704 - 336 2443**

State of North Carolina  
County of Mecklenburg

I do hereby certify this to be a true copy of the attached document  
filed and recorded in the aforesaid county as evidenced in Instrument/  
Book No 22463 NO 245 ends with Page 248

Witness my hand and seal this 6th day of August 2007

Judith A. Gibson

*Grace W Tucker*

Grace Tucker  
Register of Deeds, Deputy Register of Deeds



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

*Mecklenburg*

Mail to: Hutchens + Senter  
PO Box 1028  
Fayetteville, NC 28308

## LIMITED POWER OF ATTORNEY

FOR REGISTRATION JUDITH A. GIBSON  
REGISTER OF DEEDS  
MECKLENBURG COUNTY, NC  
2007 JUL 02 08:39 AM  
BK: 22463 PG: 245-248 FEE: \$20.00  
NS: \$25.00  
INSTRUMENT # 2007135141

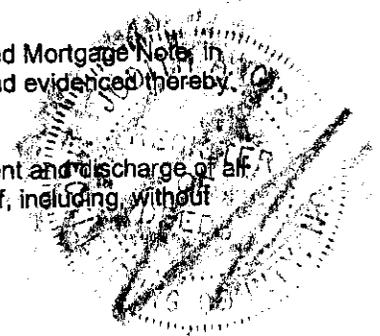


2007135141

KNOW ALL MEN BY THESE PRESENTS, that U.S. Bank National Association, as Trustee (the "FFMLT 2006-FF12 Trustee") pursuant to that Securitization Servicing Agreement dated as of August 1, 2006 (the "Agreement") by and between Lehman Brothers Holdings, Inc, Aurora Loan Services, LLC and National City Home Loan Services, Inc. (the "Servicer"), hereby constitutes and appoints the Servicer, by and through the Servicer's officers, the FFMLT 2006-FF12 Trustee's true and lawful Attorney-in-Fact, in the FFMLT 2006-FF12 Trustee's name, place and stead and for the FFMLT 2006-FF12 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 FFMLT 2006-FF12 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 FFMLT 2006-FF12 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 National City 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 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.

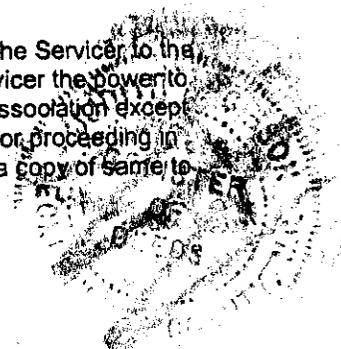


8. With respect to a Mortgage or Deed of Trust, the foreclosure, the taking of a deed in lieu of foreclosure, or the completion of judicial or non-judicial foreclosure or termination, cancellation or rescission of any such foreclosure, including, without limitation, any and all of the following acts:
  - 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 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.

Nothing contained herein shall (i) limit in any manner any indemnification provided by the Servicer to the FFMLT 2006-FF12 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 U.S. Bank National Association except as specifically provided for herein. If the Servicer receives any notice of suit, litigation or proceeding in the name of U.S. Bank National Association, then the Servicer shall promptly forward a copy of same to the FFMLT 2006-FF12 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.

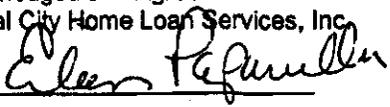
**This Limited Power of Attorney is entered into and shall be governed by the laws of the State of New York, without regard to conflicts of law principles of such state.**

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, U.S. Bank National Association as FFMLT 2006-FF12 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 14<sup>th</sup> day of November 2006.

U.S. Bank National Association as FFMLT 2006-FF12 Trustee

By:   
Name: David Duclos  
Title: Vice President

Acknowledged and Agreed  
National City Home Loan Services, Inc.  
By:   
Name: Eileen Paparizola, Asst VP  
Title:

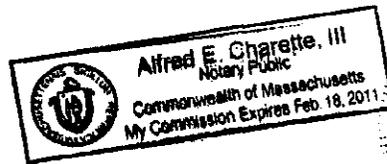
Commonwealth Of Massachusetts  
County Of Suffolk

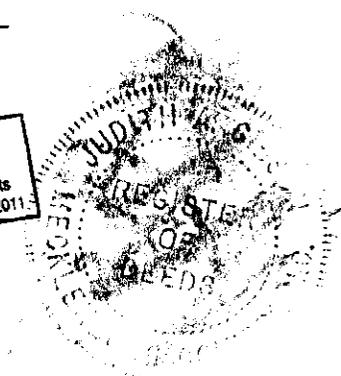
On November 14, 2006, before me, the undersigned, a Notary Public in and for said state, personally appeared David Duclos of U.S. Bank National Association, as FFMLT 2006-FF12 Trustee for FFMLT 2006-FF12 personally known to me to be the person whose name is subscribed to the within instrument and acknowledged 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 \_\_\_\_\_

110.11957







JUDITH A. GIBSON  
REGISTER OF DEEDS, MECKLENBURG  
COUNTY & COURTS OFFICE BUILDING  
720 EAST FOURTH STREET  
CHARLOTTE, NC 28202

**PLEASE RETAIN YELLOW TRAILER PAGE**

It is part of the recorded document, and must be submitted with original for re-recording and/or cancellation.

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Filed For Registration: 07/02/2007 08:39 AM  
Book: RE 22463 Page: 245-248  
Document No.: 2007135141  
P/A 4 PGS \$20.00  
NS: \$25.00  
Recorder: SONIA DAVIS

STATE OF MS  
COUNTY OF HINDS  
FILED - RECORDED  
1ST DISTRICT

2007 AUG 15 AM 8:25

BOOK 6745  
PAGE 109  
EDDIE JEAN CARR  
CHANCERY CLERK

A NS (non standard) fee is in accordance with NC G.S. 161-10 (a) (18b)



2007135141

