

Prepared By:

Paul J. Bailey 1-800-234-6002
10561 Telegraph Road
Glen Allen, Virginia

LIMITED POWER OF ATTORNEY

11/19/07 11:28:15
BK 123 PG 36
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

1. Pursuant to that certain Agreement for the Purchase of Conventional Servicing Rights, dated June 30, 2006, (the "Agreement"), JPMorgan Chase Bank, N.A. ("JPMCB, NA"), a New Jersey corporation, with offices at 194 Wood South, Iselin, New Jersey 08830, ("Purchaser") acquired from CCO Mortgage Corp. ("Seller"), with offices located at 10561 Telegraph Road, Glen Allen, Virginia, the rights to service the mortgage portfolio as defined in the Agreement (the "Mortgages"), which Mortgages are either loans wholly owned by FNMA or FHLMC, or serve as collateral for FNMA MBS or FHLMC PC.

2. Seller was required, pursuant to the terms of the Agreement, to deliver to Purchaser the appropriate assignments to evidence the transfer to Purchaser of all of Seller's right, title and interest in and to the Mortgages. To date, some of the assignments have not yet been recorded of record, such that Seller or its predecessors in interest remains mortgagee of record as to certain Mortgages.

3. Seller was also required, pursuant to the terms of the Agreement, to deliver such other documents, including, but not limited to, limited powers of attorney, as Purchaser or its counsel deemed reasonably necessary to properly service the Mortgages prior to Purchaser's becoming mortgagee of record.

4. In connection with Purchaser's servicing of the Mortgages following the Transfer Date (as such term is defined in the Agreement), Seller hereby constitutes and appoints JPMCB, NA its true and lawful attorney-in-fact, and in its name, place and stead and for its use and benefit only for the limited purpose, to endorse mortgage payment checks for the Mortgages, execute mortgage satisfactions/deeds of reconveyances or similar release instruments, partial releases, assignments, and any and all documentation required to foreclose delinquent Mortgages, assign Mortgages, and properly service the Mortgages prior to Purchaser becoming mortgagee of record.

Following the Transfer Date, the undersigned gives JPMCB, NA, as attorney-in-fact, full power and authority to execute and/or endorse the above described documentation as if the undersigned were personally present, hereby ratifying and confirming all that said attorney-in-fact shall lawfully do or cause to be done by authority hereof.

JPMCB, NA shall indemnify and hold Seller harmless from and shall reimburse Seller for any losses, damages, deficiencies, claims, causes of action and expenses (including reasonable attorneys' fees) incurred by Seller which result from any act or omission taken or not taken by JPMCB, NA related to this limited power of attorney.

This limited power of attorney has been executed this 17th day of August, 2006, and is effective as of the 1st day of September, 2006. The same shall continue in full force and effect until revoked in writing by the undersigned.

WITNESSES:

Chris J. Baly
Printed Name: Christopher J. Baly

CCO Mortgage Corp.

By: Paul J. Bailey
Printed Name: Paul J. Bailey
Printed Title: Executive Vice President & COO

Susan Gill
Printed Name: Susan Gill

ATTEST:

By: Keith A. Hauser
Printed Name: Keith A. Hauser
Printed Title: Senior Vice President



STATE OF VIRGINIA
COUNTY OF HENRICO

On August 17, 2006, before me, a Notary Public, personally appeared Paul J. Bailey and Keith A. Hauser, personally known to me (or proved to me on the basis of satisfactory evidence) to be the Executive Vice President and Senior Vice President, respectively, of CCO Mortgage Corp., and acknowledged to me that they executed this instrument in their authorized capacities, upon behalf of such entity.

WITNESS my hand and official seal.

Darrell McMillan
Darrell McMillan, Notary Public



My Commission Expires: August 31, 2007

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