



Sacramento County Recording  
Craig A Kramer, Clerk/Recorder  
BOOK 20080429 PAGE 0260

Check Number 1644  
Tuesday, APR 29, 2008 8:40:03 AM  
Ttl Pd \$20.00 Nbr-0005369482

REB/51/1-4

Prepared by EMC Mortgage Corporation  
When recorded return to:  
EMC Mortgage Corporation  
Attn: Collateral Management  
2780 Lake Vista Drive  
Lewisville, TX 75067-3884  
972/444-2800

\$ 32,504.05

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that U.S. Bank National Association, a national banking association organized and existing under the laws of the United States and having its principal place of business at 180 East Fifth Street, 2<sup>nd</sup> Floor, St. Paul, MN 55102-1639, not in its individual capacity but merely as Trustee (the "Trustee"), pursuant to a Pooling and Servicing Agreement dated April 1, 2006, (the "Agreement"), hereby constitutes and appoints EMC Mortgage Corporation ("EMC") as the Sponsor and Company, by and through EMC'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 EMC 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 mortgage or deeds of trust (the "Mortgages" and "Deeds of Trust" respectively), retail installment contracts ("other security instruments") and promissory notes secured thereby (the "Mortgage Notes") for which the undersigned is acting as Trustee for various Certificateholders for Bear Stearns Alt-A Trust, Mortgage Pass-Through Certificates, Series 2006-3 (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/or assignment of the Mortgage or Deed of Trust) and for which EMC is currently servicing.

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, or re-titling of other security instruments, where said modification, re-recording or re-titling is being done solely for the purpose of correcting the Mortgage, Deed of Trust or other security instruments 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, re-recording, or re-titling in either instance, does not adversely affect the lien position of the Mortgage, Deed of Trust or other security instruments as insured and (ii) otherwise conforms to the provision 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, and recordation of same (if necessary).
5. The full or partial satisfaction/release of a Mortgage or Deed of Trust or full or partial conveyance upon payment and discharge of the necessary limitation, cancellation of the related Mortgage Note.
6. The assignment of any Mortgage, Deed of Trust or other security instrument and the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby.

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BK 126 PG 626  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

119-2040 - 0200

Adams Eden

7. The full assignment of a Mortgage, Deed of Trust or other security instrument 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 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 paragraph 8. a. through 8. e. above.
9. With respect to other security instruments the power to:
  - a. Perform any other necessary acts of foreclosure and/or eviction.
10. With respect to the sale of real property acquired through a foreclosure or deed-in-lieu of foreclosure, including, without limitation, the execution of the following documentation:
  - a. Listing agreement;
  - 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 real property.
11. The modification or amendment of escrow agreements established for repairs to the mortgaged property.
12. The endorsement of loss drafts or other checks that are necessary to effectuate proper servicing of the loan.
13. Respond to potential and actual litigation complaints on behalf of Trustee. Trustee will be apprised of potential litigation by Servicer as soon as commercially reasonable.

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 the Limited Power of Attorney shall be effective as shown on April 1, 2006.

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 or attorney.

Nothing contained herein shall (i) limit in any manner any indemnification provided by EMC to the Trustee under the Agreement, or (ii) be construed to grant EMC the power to initiate or defend any suit, litigation or proceeding brought against U.S. Bank National Association as Trustee for the applicable trust, except as specifically provided for herein or as otherwise contemplated by the Agreement. If EMC receives any notice of suit, litigation or proceeding in the name of U.S. Bank National Association as Trustee, then EMC shall forward a copy of same to the Trustee as soon as commercially reasonable.

This Limited Power of Attorney is not intended to extend the powers granted to EMC under the Agreement or to allow EMC to take any action with respect to Mortgages, Deeds of Trust or Mortgage Notes not authorized by the Agreement. Notwithstanding anything contained herein to the contrary, EMC shall not, without the Trustee's prior written consent (i) hire or procure counsel to represent the Trustee in its individual capacity; or (ii) prepare, execute or deliver any government filing forms, permit registration or other documents, which have the effect of causing the Trustee to be registered to do business in any state. EMC 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 EMC 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.

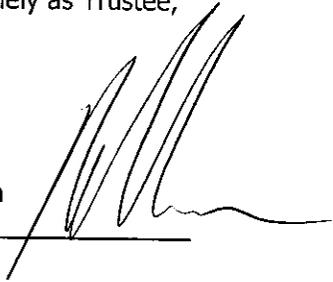
Third parties without actual notice may rely upon the exercise of the power granted under this Limited Power of Attorney; and may be satisfied that this Limited Power of Attorney shall continue in full force and effect and has not been revoked unless an instrument of revocation has been made in writing by the undersigned.

IN WITNESS WHEREOF, U.S. Bank National Association has signed and acknowledged in its name and behalf by a duly elected and authorized signatory this 13<sup>th</sup> day of September, 2007.

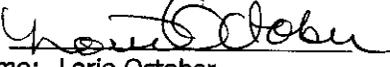
U.S. Bank National Association,  
not in its individual capacity but solely as Trustee,

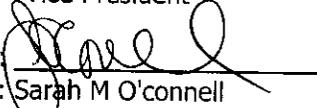
By:   
Name: Claire A. Fusco  
Title: Vice President

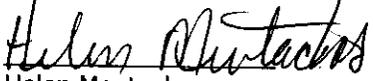
Acknowledged and Agreed  
EMC Mortgage Corporation

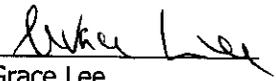
By:   
Name:  
Title:

**Michael Hawkins**  
**ASSISTANT SECRETARY**

By:   
Name: Lorie October  
Title: Vice President

Attest:   
Name: Sarah M O'Connell  
Title: Account Administrator

Witness:   
Name: Helen Mentavlos

Witness:   
Name: Grace Lee

State of Massachusetts            )  
  ) ss:  
County of Suffolk                 )

On this 13<sup>th</sup> day of September in the year 2007 before me, the undersigned, a Notary Public in and for said State, personally appeared Claire A. Fusco and Lorie October, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



  
\_\_\_\_\_  
Yan Luo  
Notary Public  
My commission expires: 07/11/2014

# Delaware

PAGE 1

*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "EMC MORTGAGE CORPORATION" IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE NINETEENTH DAY OF FEBRUARY, A.D. 2008.

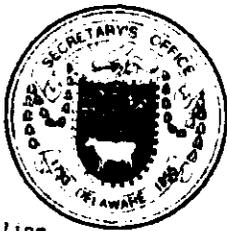
AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

2242339 8300

080183709

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)



*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6391203

DATE: 02-19-08

EMC MORTGAGE CORPORATION  
Certificate of Secretary

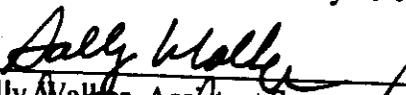
I, the Assistant Secretary, a duly elected, qualified and incumbent Assistant Secretary of EMC Mortgage Corporation, a Delaware corporation (the "Corporation"), do hereby certify that pursuant to a Unanimous Written Consent in Lieu of a Meeting of the Board of Directors, dated February 12, 1997, the Board of Directors adopted the following resolution:

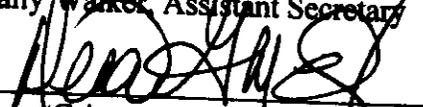
"RESOLVED, that any Executive Vice President, Senior Vice President, Vice President or Assistant Vice President of the Corporation is authorized, empowered and directed to execute and deliver in the name of and on behalf of the Corporation any and all agreements, certificates, instruments or documents of any kind whatsoever purporting to represent or bind the Corporation as may from time to time be necessary or appropriate in connection with transactions involving individual mortgage loans, whether such mortgage loans be then owned by the Corporation or are being serviced by the Corporation on behalf of others, such authority to include, but not be limited to, the modification of the terms of individual mortgage loans, the entry into workout or forbearance agreements in connection with individual mortgage loans, taking all actions necessary or appropriate in relation to mortgage loans whose borrowers are in bankruptcy, the release of property from the lien of individual mortgage loans, the acceptance of proceeds of condemnation of the property relating to individual mortgage loans, the filing or compromise of insurance claims relating to individual mortgage loans, the acceptance of deeds in lieu of foreclosure with respect to individual mortgage loans, foreclosure or other comparable realization upon individual mortgage loans, the management, rental and sale of individual properties obtained by foreclosure, deed-in-lieu-of-foreclosure or other conversion of mortgage loans, the execution of deeds and other instruments incidental to the sale of such properties, and all other matters incidental or customary in respect of the servicing of individual mortgage loans."

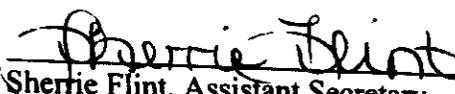
I do also certify that Chris M. Alcedo, Sr. Vice President, Susan F. Christy, Linda E. Hicks, and Richard Rice are duly elected Vice Presidents and Rhonda Anderson, Craig Reuter, Mary Jacque Thompson, Becky Halfmann and Mark Blanton are duly elected Assistant Vice Presidents of the Corporation, presently serving as of the date of this Certificate.

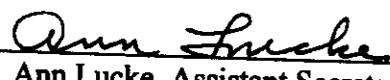
I do further certify that as Assistant Secretary as aforesaid, I have custody of the records of meetings of the Board of Directors of the Corporation, and that the aforesaid resolution is a true and correct copy of the resolution adopted on February 12, 1997, and that such resolution has not been modified, rescinded or revoked and is at present in full force and effect.

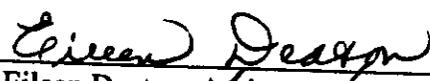
IN WITNESS WHEREOF, the undersigned has affixed her signature and the corporate seal of the Corporation this 1<sup>st</sup> day of May, 2008.

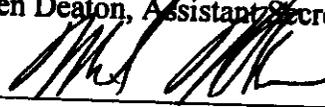
  
Sally Walker, Assistant Secretary

  
Dena Grimes, Assistant Secretary

  
Sherrie Flint, Assistant Secretary

  
Ann Lucke, Assistant Secretary

  
Eileen Deaton, Assistant Secretary

  
Michael Hawkins, Assistant Secretary

[Corporate Seal]

