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DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

RECORDING REQUESTED BY &
AFTER RECORDING RETURN TO:
LITTON LOAN SERVICING LP
4828 Loop Central Drive
Houston, TX 77081
Attn: Alison S. Walas Prepared By: L Kemp
PKNA

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that LaSalle Bank National Association, having its principal place of business at 135 South LaSalle Street, Suite 1625, Chicago, Illinois 60603, as Trustee (the "Trustee") pursuant to that Pooling and Servicing Agreement among GS Mortgage Securities Corp. (the "Depositor"), Litton Loan Servicing LP, as a servicer ("Litton"), Select Portfolio Servicing, Inc., as a servicer ("SPS"), Avelo Mortgage, L.L.C., as a servicer (together with Litton and SPS, the "Servicers"), J.P. Morgan Trust Company, National Association, as a custodian ("J.P. Morgan"), U.S. Bank National Association ("U.S. Bank"), as a custodian, Deutsche Bank National Trust Company, as a custodian (together with J.P. Morgan and U.S. Bank, the "Custodians"), and Wells Fargo Bank, N.A.., as master servicer and securities administrator (the "Master Servicer" and the "Securities Administrator"), dated as of May 1, 2006 (the "Pooling and Servicing Agreement"), hereby constitutes and appoints Litton, by and through Litton'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 Litton pursuant to the Pooling and Servicing Agreement for the purpose of performing all acts and executing all documents in the name of the Trustee as may be customarily and reasonably 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 Litton is acting as servicer, all subject to the terms of the Pooling and Servicing Agreement.

This appointment shall apply to the following enumerated transactions only:

(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.

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(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 a deed in lieu of foreclosure; and

(9) The substitution of trustee(s) serving under a Deed of Trust, in accordance with state law and the Deed of Trust;

1. the preparation and issuance of statements of breach or non-performance;

2. the preparation and filing of notices of default and/or notices of sale;

3. the cancellation/rescission of notices of default and/or notices of sale;

4. the taking of a deed in lieu of foreclosure; and

5. 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.

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 lawfully do or cause to be done by authority hereof.

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 lawfully do or cause to be done by authority hereof; provided, that the Servicer shall not without the Trustee's written consent, (A) initiate any action in the Trustee's name without indicating the Servicer's representative capacity or (B) cause the Trustee to be registered to do business in any state; and provided further that the Trustee shall not be liable for any misuse of, or negligence, willful misfeasance or bad faith of the Servicer in connection with, the Servicer's use of this power of attorney.

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, LaSalle Bank National Association, as Trustee pursuant to that Pooling and Servicing Agreement among the Depositor, the Servicers, the applicable Custodian, the Master Servicer, the Securities Administrator and the Trustee, dated as of May 1, 2006 (GSAMP Trust 2006-HE3 Mortgage Pass-Through Certificates, Series 2006-HE3), has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by Rita Lopez its duly elected and authorized Vice President this 18th day of March, 2008.

LaSalle Bank National Association, as trustee under the Pooling and Servicing Agreement dated as of May 1, 2006, GSAMP Trust 2006-HE3

By: _____
Name: Rita Lopez
Title: Vice President

Witness: _____
Name: Jonathan T. Vacca

Witness: _____
Name: Kenneth Lo

STATE OF ILLINOIS

COUNTY OF COOK

On March 18, 2008, before me, the undersigned, a Notary Public in and for said state, personally appeared Rita Lopez, Vice President of LaSalle Bank National Association as Trustee for GSAMP Trust 2006-HE3 Mortgage Loan Asset Backed Certificates, Series 2006-HE3, 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)

Danielle B. Reynolds
Notary Public

Official Seal
Danielle B Reynolds
Notary Public State of Illinois
My Commission Expires 08/31/2009

My Commission Expires 8/31/09

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