7/08/08 9:09:43
P BK 127 PG 201
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

RETURN TO:
DCO Title & Closing Services, Inc.
6510 Stage Road, Suite 1
Bartlett, TN 38134
PHONE: (901) 382 - 0470

Record and Return to:
REO Unit-149
Chase Home Finance LLC
PO Box 509011
San Diego, CA 92150-9944

LIMITED POWER OF ATTORNEY

This Limited Power of Attorney is made as of January 3, 2008 by J.P. Morgan Mortgage Acquisition Corp., having an office at 270 Park Ave., 10th Floor, New York, NY 10017 ("Owner"), in favor of JPMorgan Chase Bank, National Association ("Servicer") and Chase Home Finance LLC, a Delaware limited liability company ("Subservicer"), having an office at 10790 Rancho Bernardo Road, San Diego, CA 92127.

WHEREAS, Owner, Servicer and Subservicer have executed and delivered a certain Flow Servicing Agreement dated as of August 1, 2005 (the "Servicing Agreement"), pursuant to which Owner, Servicer and Subservicer agreed to certain terms governing the servicing of single family mortgage loans ("Mortgage Loans") by Servicer and Subservicer on behalf of Owner; and

WHEREAS, Owner, Servicer and Subservicer desire that Owner execute and deliver this Limited Power of Attorney in order to facilitate the servicing of the Mortgage Loans by Servicer; and

NOW THEREFORE, Owner does hereby appoint, subject to and in accordance with the Servicing Agreement, Servicer or Subservicer, as its attorney-in-fact, in its name, place and stead:

1) To execute all documents necessary to satisfy or discharge "Security Instruments" and "Notes" (as defined in the Servicing Agreement) upon receipt of all principal, interest and other payments called for in the related lien documents;

2) To take such actions as are necessary and appropriate to pursue, prosecute and defend foreclosures (or other comparable conversions to ownership), ejectments, evictions, bankruptcies, suits and other related matters with respect to "Mortgaged Properties" (as defined in the Servicing Agreement), in accordance with Servicing Agreement;

3) To execute all deeds, deeds to secure debt, assignments, transfers, tax declarations, certificates, pledges and any other documents or instruments whatsoever which are necessary, appropriate, or required in order to transfer and assign Mortgaged Properties acquired by Owner either by foreclosure or by deed in lieu of foreclosure and any such deed to be without recourse;

4) To endorse checks, notes, drafts and other evidences of payment made payable to the Owner, representing payments on accounts in the name of the Owner.

5) To execute subordination agreements affecting the lien priority of the Security Instruments.

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6) To take such further actions as are deemed necessary or desirable to service, administer, and enforce the terms of said Mortgage Loans in accordance with the Servicing Agreement; and

Until a properly executed revocation of this Limited Power of Attorney is duly executed and delivered, all parties dealing with said attorney-in-fact (individually or collectively) in connection with the above described matters may fully rely upon the power and authority of said attorney-in-fact to act for and on behalf of the undersigned, and in its name, place and stead, and may accept and rely on all documents and agreements entered into by said attorney-in-fact pursuant to the powers listed herein.

As amongst Owner, Servicer and Subservicer, this Limited Power of Attorney shall be effective as January 3, 2008 and shall remain in full force and effect thereafter until a written notice of revocation hereof shall have been executed by Owner. The expiration or revocation of the period of agency hereunder shall in no wise affect the validity of any actions of said Attorney-In-Fact during said period. This Limited Power of Attorney is not intended to modify or expand the rights and obligations of Servicer as set forth in the Flow Servicing Agreement.

Nothing in this Limited Power of Attorney shall be construed to prevent Owner from acting on its behalf as the owner of the Mortgage Loans.

IN WITNESS WHEREOF, Owner has caused this Limited Power of Attorney to be signed and executed as its seal hereto affixed in its name by its proper officer thereunto duly authorized on this 3rd day of January 2008.

J. P. Morgan Mortgage Acquisition Corp.

By: [signature]

Name: Brian L. Simons

Title: Vice President

[signature]
Alayne Fleischmann, Witness

[signature]
Seth Fenton, Witness

Seth M. Fenton
Vice President

State of New York:
County of New York:

On this, the 3rd day of January 2008, before me, a Notary Public in and for said County and State, personally appeared, Brian L. Simons, personally known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Claudia Omari
Notary Signature

My Commission Expires on February 2008

CLAUDIA J. OMARI
NOTARY PUBLIC
Notary Public, State of New Jersey
I.D. No. [illegible]
Qualified in Bergen County
Commission Expires Feb. 5, 2008
NEW JERSEY