

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*

nd
5/26/09 9:36:22
DK P BK 132 PG 203
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

LIMITED POWER OF ATTORNEY

MTGLQ Investors, L.P. (hereinafter "Trustee") in order to carry out the intent and purposes of that certain Servicing Agreement between Goldman Sachs Mortgage Company and Litton Loan Servicing LP (hereinafter called "Litton") dated June 1, 2005 (the "Agreement") hereby appoints Litton, as its true and lawful attorney-in-fact to act in the name, place and stead of Trustee for the purposes set forth below.

The said attorneys-in-fact, and each of them, are hereby authorized, and empowered in so far as such actions are in compliance with and in furtherance of Litton's obligations as Servicer under the Agreement, as follows:

1. To execute, acknowledge, seal and deliver deed of trust/mortgage note endorsements, lost note affidavits, assignments of deed of trust/mortgage and other recorded documents, [satisfactions/releases/reconveyances of deed of trust/mortgage, subordinations and modifications, tax authority notifications and declaration, deeds, bills of sale, and other instruments of sale, conveyance, and transfer, appropriately completed, with all ordinary or necessary endorsements, acknowledgments, affidavits, and supporting documents as may be necessary or appropriate to effect its execution, delivery, conveyance, recordation or filing.
2. To execute and deliver insurance filings and claims, affidavits of debt, substitutions of trustee, substitutions of counsel, non-military affidavits, notices of rescission, foreclosure deeds, transfer tax affidavits, affidavits of merit, verifications of complaints, notices to quit, bankruptcy declarations for the purpose of filing motions to lift stays, and other documents or notice filings on behalf of Trustee in connection with insurance, foreclosure, bankruptcy and eviction actions.
3. To endorse any checks or other instruments received by Litton and made payable to MTGLQ Investors, L.P.
4. To pursue any deficiency, debt or other obligation, secured or unsecured, including but not limited to those arising from foreclosure or other sale, promissory note or check. This power also authorizes Litton to collect, negotiate or otherwise settle any deficiency claim, including interest and attorney's fees.
5. To do any other act or complete any other document that arises in the normal course of servicing the Mortgage Loans and REO Properties, as defined in, and subject to the terms of, the Agreement.

*MWA
Feed by
Dany*

Inv. 220 Goldman Bulk Purchases

This Limited Power of Attorney shall be effective from the date hereof and shall expire on 3/18, 2009.

Dated: 3/18/2008

MTGLQ Investors, L.P.

M Gill

Name: Michelle Gill

Title: Vice President

Witness:

S. Petrova.

Name: Snezhana Petrova

Barbara Chaffee
Name: BARBARA CHAFFEE

State of ~~New York~~ ^{Florida}, County of Pinellas

BEFORE ME, Jeanne L. Sanders, a Notary Public in and for the jurisdiction aforesaid, on this, personally appeared Michelle Gill who resides at _____ and who is personally known to me (or sufficiently proven) to be a Vice President of MTGLQ Investors, L.P. and the person who executed the foregoing instrument by virtue of the authority vested in him/her and he/she did acknowledge the signing of the foregoing instrument to be his/her free and voluntary act and deed as a Vice President for the uses, purposes and consideration therein set forth.

Witness my hand and official seal this 18th day of March, 2008.

Jeanne L. Sanders

My Commission Expires: 5/1/2010

