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W.E. DAVIS, CH CLERK

LIMITED POWER OF ATTORNEY

RECORDING REQUESTED BY
XXXXXXXXXXXXXXXXXXXXXXXX
HOME LOAN SERVICES, INC.
150 Allegheny Center
Pittsburgh, PA 15212
Attn: Mary Fran Felion, REO Specialist
412-918-7699

Return to: Underwood Law Firm
340 Edgewood Terrace Drive
Jackson, Mississippi 39206
(601) 981-7773

KNOW ALL MEN BY THESE PRESENTS, that Deutsche Bank National Trust Company, a national banking organization, having its principal place of business at 1761 East St. Andrew Place, Santa Ana, California 92705-4934, (the "Undersigned"), pursuant to that Pooling and Servicing Agreement ("PSA"), among Financial Asset Securities Corp. (the "Owner"), Deutsche Bank National Trust Company and Home Loan Services, Inc. ("HLS") f/k/a National City Home Loan Services, Inc., dated November 1, 2005, hereby constitutes and appoints HLS, by and through HLS's officers, the Undersigned's true and lawful Attorney-in-Fact, in the Undersigned's name, place and stead, as their interests may appear, and for the Undersigned's respective benefit, in connection with all Mortgage Loans serviced by HLS pursuant to the PSA, for the purpose of performing all acts and executing all documents in the name of the Undersigned as may be customarily and reasonably necessary and appropriate to effectuate the following enumerated transactions in respect of any of the mortgages, deeds of trust or security instrument (each a "Mortgage" or a "Deed of Trust" respectively) and promissory notes secured thereby (each a "Mortgage Note") for which the Undersigned is acting as Servicer pursuant to the PSA (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) all subject to the terms of the related PSA. Deutsche Bank National Trust Company, as Trustee for First Franklin Mortgage Loan Trust 2005-FFH3, Asset Backed Certificates, Series 2005-FFH3 "FFMLT 2005-FFH3".

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-recording 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, provided that (i) said modification or re-recording, in either instance, does not adversely affect the lien of the Mortgage or Deed of Trust as insured and (ii) otherwise conforms to the provisions of the PSA.

2. The subordination of the lien of a Mortgage or Deed of Trust to an easement in favor of a public utility company or a governmental agency or authority thereunder with powers of eminent domain; this section shall include, without limitation, the execution of partial satisfactions/release, 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 ("REO"), or conveyance of title to REO.

4. The completion of loan assumption agreements.

5. The full satisfaction/release of a Mortgage or Deed of Trust or full reconveyance 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
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 paragraphs 8(a) through 8(e) above.

9. The full assignment of a Mortgage or Deed of Trust upon sale of a loan pursuant to a mortgage loan sale agreement for the sale of a loan or pool of loans, including, without limitation, the assignment of the related Mortgage Note.

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, each subject to the terms and conditions set forth in the related PSA and in accordance with the standard of care applicable to servicers in the PSA 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. This Limited Power of Attorney shall be effective as of **August 1, 2008**.

Nothing contained herein shall (i) limit in any manner any indemnification provided by HLS to the Owner under the PSA, or (ii) be construed to grant HLS the power to initiate or defend any suit, litigation or proceeding in the name of the Undersigned except as specifically provided for herein or under the PSA.

Home Loan Services, Inc. hereby agrees to indemnify and hold the Undersigned 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 HLS of the powers granted to it hereunder. The foregoing indemnity shall

survive the termination of this Limited Power of Attorney and the PSA or the earlier resignation or removal of the Undersigned under the PSA.

Any third party without actual notice of fact to the contrary 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, and such third party put on notice thereof. This Limited Power of Attorney shall be in addition to and shall not revoke or in any way limit the authority granted by any previous power of attorney executed by the Undersigned.

IN WITNESS WHEREOF, Deutsche Bank National Trust Company, pursuant to the PSA, has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by a duly elected and authorized signatory this **1st** day of **August, 2008**.

Deutsche Bank National Trust Company, as Trustee

By: _____
Name: Marion Hogan
Title: Associate

Witnesses:

_____
_____

STATE OF CALIFORNIA

COUNTY OF ORANGE

On **August 1, 2008**, before me, ~~the undersigned~~ TONY TRINH, a Notary Public in and for said state, personally appeared **Marion Hogan** of Deutsche Bank National Trust Company, as Trustee for FFMLT Trust 2005-FFH3, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the entity upon behalf of which the person acted and executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
(SEAL)

TONY T. TRINH
Commission # 1704655
Notary Public - California
Orange County
My Comm. Expires Nov 13, 2010

_____
Notary Public

My Commission Expires _____

Acknowledged and Agreed
HOME LOAN SERVICES, INC

By:_____ Date:_____
Name:
Certified **TRUE COPY** or the original.