6/15/09 11:20:59
DK P BK 132 PG 453
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Deutsche Bank National Trust Company (formerly known as Bankers Trust Company of California, N.A.), a New York banking corporation, incorporated and existing under the laws of the State of New York, and having its principal place of business at 1761 East St. Andrew Place, Santa Ana, California, 92705, as Trustee (the "Trustee") pursuant to those certain servicing agreements between, among others, the Trustee and Saxon Mortgage Services, Inc. (the "Servicer") relating to the trusts referenced in Exhibit A attached hereto (each a "Servicing Agreement") hereby constitutes and appoints the Servicer, by and through the Servicer'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 the Servicer pursuant to the Servicing Agreements 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 mortgages, deeds of trust, or security deeds (the "Security Instrument") and promissory notes secured thereby (the "Mortgage Notes") for which the undersigned is acting as Trustee for various holders under the respective Servicing Agreements (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 Security Instrument) and for which Saxon Mortgage Services, Inc. is acting as the Servicer.

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 Security Instrument, where said modification or re-recording is solely for the purpose of correcting the Security Instrument 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 Security Instrument as insured and (ii) otherwise conforms to the provisions of the Agreement.

2. The subordination of the lien of a Security Instrument 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.

Return to:
~~PREPARED BY:~~
ADAMS & EDENS
A PROFESSIONAL ASSOCIATION
P.O. BOX 400
BRANDON, MS 39043
(601) 825-9508

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.

5. The full satisfaction/release of a Security Instrument 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 Security Instrument and the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby.

7. The full assignment of a 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 Security Instrument, 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 Security Instrument, in accordance with state law and the Security Instrument;

   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 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 Security Instrument or state law to expeditiously complete said transactions in paragraphs 8.a. through 8.e. above.

9. With respect to the sale of property acquired through a foreclosure or deed-in lieu of foreclosure, including, without limitation, the execution of the following documentation:
   a. listing agreements;
   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 property.

10. The modification or amendment of escrow agreements established for repairs to the mortgaged property or reserves for replacement of personal property.

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 be effective as of **May 1, 2009**.

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 of attorney.

Nothing contained herein shall (i) limit in any manner any indemnification provided by the Servicer to the Trustee under any of the Servicing Agreements, or (ii) be construed to grant the Servicer the power to initiate or defend any suit, litigation or proceeding in the name of Deutsche Bank National Trust Company except as specifically provided for herein. If the Servicer receives any notice of suit, litigation or proceeding in the name of Deutsche Bank National Trust Company or Bankers Trust Company of California, N.A., then the Servicer shall promptly forward a copy of same to the Trustee.

This limited power of attorney is not intended to extend the powers granted to the Servicer under the Agreement or to allow the Servicer to take any action with respect to Security Instrument or Mortgage Notes not authorized by the Servicing Agreements.

The Servicer 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 the Servicer of the powers granted to it hereunder. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the Servicing Agreements or the earlier resignation or removal of the Trustee under any of the Servicing Agreements.

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, Deutsche Bank National Trust Company, as Trustee 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 of May 2009.**

Deutsche Bank National Trust Company, formerly known as Bankers Trust Company of California, N.A., as Trustee

By:_____
Name: Melissa Wilman
Title: Vice President

Witness: _____
Name: Richard Vieta
Title: Trust Administrator

Witness:_____
Name: Tim Avakian
Title: Trust Administrator

Acknowledged and Agreed
Saxon Mortgage Services, Inc.

By:_____
Name: Lisa Sly
Title: AVP Saxon Document Mgmt

STATE OF CALIFORNIA
COUNTY OF ORANGE

On **May 1, 2009**, before me, **Tifany Yuan**, a Notary Public in and for said state, personally appeared **Melissa Wilman** of Deutsche Bank National Trust Company, as Trustee for each of the trusts listed on Exhibit A hereto, 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 **her** executed that 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)

_____
Notary Public, State of California

EXHIBIT A

IXIS REAL ESTATE CAPITAL TRUST 2006-HE2	EQUIFIRST MORTGAGE LOAN TRUST 2004-2
EQUIFIRST MORTGAGE LOAN TRUST 2005-1	SOUNDVIEW HOME LOAN TRUST 2004-1
SOUNDVIEW HOME LOAN TRUST 2005-2	SOUNDVIEW HOME LOAN TRUST 2006 – EQ1
MERITAGE MORTGAGE LOAN TRUST 2004-2	MERITAGE MORTGAGE LOAN TRUST 2004-3
MERITAGE MORTGAGE LOAN TRUST 2005-1	MERITAGE MORTGAGE LOAN TRUST 2005-2
GSAA HOME EQUITY TRUST 2006-2	MORGAN STANLEY ABS CAPITAL I INC. TRUST 2006-HE8
MORGAN STANLEY ABS CAPITAL I INC. TRUST 2007-HE1	MORGAN STANLEY ABS CPITAL INC. TRUST 2007-SES1
MORGAN STANLEY LOAN TRUST 2005-2AR	MORGAN STANLEY LOAN TRUST 2005-3AR
MORGAN STANLEY LOAN TRUST 2005-5AR	MORGAN STANLEY LOAN TRUST 2005-6AR
MORGAN STANLEY LOAN TRUST 2005-9AR	MORGAN STANLEY LOAN TRUST 2005-11AR

EXHIBIT A

Saxon 00-2 – DEUTSCHE BANK – 100002

Saxon 00-3 – DEUTSCHE BANK – 100002

Saxon 00-4 – DEUTSCHE BANK – 100002

Saxon 01-1 – DEUTSCHE BANK – 100002

Saxon 01-2 – DEUTSCHE BANK – 100002

Sasta 2001-3 – DEUTSCHE BANK – 100002

Sasta 2002-01 – DEUTSCHE BANK – 100002

Sasta 2002-02 – DEUTSCHE BANK – 100002

Sasta 2002-03 – DEUTSCHE BANK – 100002

Sasta 2003-01 – DEUTSCHE BANK – 100002

Sasta 2003-02 – DEUTSCHE BANK – 100002

Sasco 2003-03 – DEUTSCHE BANK – 100002

SASTA 2004-2 – DEUTSCHE BANK – 100002

Saxon 2004-3 – DEUTSCHE BANK – 100002

Sasta 2005-2 – DEUTSCHE BANK

Sasta 2005-3 – DEUTSCHE BANK

Saxon 2005-1 – DEUTSCHE BANK

Sasta 2006-1 – DEUTSCHE BANK

Sasta 2006-2 – DEUTSCHE BANK

Sasta 2006-3- DEUTSCHE BANK

SASTA 2005-4 – DEUTSCHE BANK

Sasta 2007-1 - DEUTSCHE BANK

Sasta 2007-2 – DEUTSCHE BANK

ACE 2006-NC1 – DEUTSCHE BANK

IXIS 2005-HE3 – DEUTSCHE BANK – 100002

IXIS 2006-HE3 – DEUTSCHE BANK - 100002

IXIS 2005-HE4 – DEUTSCHE BANK – 100002

IXIS 2006-HE1 – DEUTSCHE BANK – 100002

IXIS 2006 – HE2 – DEUTSCHE BANK - 100002

IXIS 2007-HE1 – DEUTSCHE BANK - 100002

MSIX 2006 – DEUTSCHE BANK

EquiFirst Mortgage Loan Trust 2004-2 - Deutsche Bank

EquiFirst Mortgage Loan Trust 2005-1 – Deutsche Bank

Soundview Home Loan Trust 2004-1 - Deutsche Bank

Soundview Home Loan Trust 2005-2 – Deutsche Bank

Soundview Home Loan Trust 2006 – EQ1 – Detusche Bank

Meritage Mortgage Loan Trust 2004-2 - Deutsche Bank

Meritage Mortgage Loan Trust 2004-3 - Deutsche Bank

Meritage Mortgage Loan Trust 2005-1 - Deutsche Bank

Meritage Mortgage Loan Trust 2005-2 – Deutsche Bank

HSBC Bank USA, NA ACE 2006-NC1 – Deutsche Bank

GSAA 2006-2 – Deutsche Bank

MSAC 2006-HE5 – Deutsche Bank

MSAC 2007-HE1 – Deutsche Bank

Morgan Stanley Home Equity Loan Trust MSHEL 2007-1 – Deutsche Bank

Morgan Stanley Home Equity Loan Trust MSHEL 2007-2 – Deutsche Bank

Morgan Stanley ABS Capital 1 Inc.., Trust 2006-HE8 – Deutsche Bank

Morgan Stanley ABS Capital I Inc. Trust 2007-HE7 – Deutsche Bank

Morgan Stanley ABS Capital 1 Inc., MSAC 2007-NC4 – Deutsche Bank

Morgan Stanley ABS Capital 1 Inc., MSAC 2007-HE3 – Deutsche Bank

Morgan Stanley ABS Capital 1 Inc., MSAC 2007-HE2 – Deutsche Bank

Morgan Stanley IXIS 2006-1 – Deutsche Bank

Morgan Stanley ABS Capital I Inc., MSAC 2007-HE7

Morgan Stanley ST TR I 2007-1 – Deutsche Bank

MSAC 2007-NC1 – Deutsche Bank

MSAC 2007-NC2 – Deutsche Bank

MSAC 2007-NC3 – Deutsche Bank

MSAC 2007-NC4 – Deutsche Bank

Natixis Real Estate Capital Inc. - NATIXIS 2007-HE2 – DEUTSCHE BANK

MSHEL 2007-2

Morgan Stanley ABS Capital 1 Inc., MSAC 2007-SEA1– Deutsche Bank