Return to:
SHAPIRO & MASSEY
1910 LAKELAND DRIVE
SUITE B
JACKSON, MS 39216
~~08-101476~~
601-981-9299

09-102428

After Recording please return to:
Att: Document Management Department
Saxon Mortgage Services, Inc.
4708 Mercantile Dr. N.
Fort Worth, Texas 76137

200827433 6 PGS

6/25/09 8:49:29
DK P BK 132 PG 537
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

OFFICIAL RECORDS JACKSON COUNTY
Terry Miller
CHANCERY CLERK
RECORDING FEE: $12.00
#200827433 BK:1560 PG:243-248
11/10/2008 01:31 PM 6 PGS
PMILLWOOD,DC Rcpt#017156

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Deutsche Bank Trust Company Americas (formerly known as Bankers Trust Company), 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.

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 **October 7, 2008**.

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 Trust Company Americas except as specifically provided for herein. If the Servicer receives any notice of suit, litigation or proceeding in the name of Deutsche Bank Trust Company Americas or Bankers Trust Company, 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 Trust Company Americas, 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 **7th day of October 2008.**

Deutsche Bank Trust Company Americas, formerly known as [illegible] Trust Company, as Trustee

By: _____
Name: Barbara Campbell
Title: Vice President

Witness: _____
Name: Richard Vieta

Witness: _____
Name: Tim Avak[illegible]

Acknowledged and Agreed
Saxon Mortgage Services, Inc.

By: _____
Name: Lynette Anderson
Title: Senior Vice President

STATE OF CALIFORNIA
COUNTY OF ORANGE

On **October 7, 2008**, before me, the undersigned, a Notary Public in and for said state, personally appeared **Barbara Campbell** of Deutsche Bank Trust Company Americas, 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 **she** 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)

DAVID JOHNSON
Commission # 1689603
Notary Public - California
Orange County
My Comm. Expires Aug 25, 2010

_____
Notary Public, State of California

EXHIBIT A

SAXON ASSET SECURITIES TRUST 2000-2

SAXON ASSET SECURITIES TRUST 2000-3

SAXON ASSET SECURITIES TRUST 2000-4

SAXON ASSET SECURITIES TRUST 2001-1

SAXON ASSET SECURITIES TRUST 2001-2

SAXON ASSET SECURITIES TRUST 2001-3

SAXON ASSET SECURITIES TRUST 2002-1

SAXON ASSET SECURITIES TRUST 2002-2

SAXON ASSET SECURITIES TRUST 2002-3

SAXON ASSET SECURITIES TRUST 2003-1

SAXON ASSET SECURITIES TRUST 2003-2

SAXON ASSET SECURITIES TRUST 2003-3

SAXON ASSET SECURITIES TRUST 2004-2

SAXON ASSET SECURITIES TRUST 2004-3

SAXON ASSET SECURITIES TRUST 2005-2

SAXON ASSET SECURITIES TRUST 2005-3

SAXON ASSET SECURITIES TRUST 2005-1

SAXON ASSET SECURITIES TRUST 2006-1

SAXON ASSET SECURITIES TRUST 2006-2

SAXON ASSET SECURITIES TRUST 2006-3

SAXON ASSET SECURITIES TRUST 2007-1

SAXON ASSET SECURITIES TRUST 2007-2

SAXON ASSET SECURITIES TRUST 2007-3

SAXON ASSET SECURITIES TRUST 2007-4

EXHIBIT A

IXIS 2007 – HE1 – DEUTSCHE BANK
MSIX 2006 – 1 - DEUTSCHE BANK
Soundview Home Loan Trust 2004-1 - Deutsche Bank
Meritage Mortgage Loan Trust 2004-2 - Deutsche Bank
Meritage Mortgage Loan Trust 2005-1 - Deutsche Bank
Meritage Mortgage Loan Trust 2005-2 – Deutsche Bank
GSAA 2006-2 – Deutsche Bank
MSAC 2006-HE8 – Deutsche Bank
MSAC 2007-HE2 – Deutsche Bank
MSAC 2007- NC1– Deutsche Bank
MSAC 2007- NC2– Deutsche Bank
Morgan Stanley Home Equity Loan Trust MSHEL 2007-1
Morgan Stanley ABS Capital 1 Inc., MSAC 2007- NC4
Morgan Stanley ABS Capital 1 Inc., MSAC 2007- NC3
Morgan Stanley ABS Capital 1 Inc., MSAC 2007- HE7
Morgan Stanley ST TR I 2007-1
Natixis Real Estate Capital Inc. NATISXIS 2007 –HE2
MSHEL 2007-2
SASTA 2006-3 – DEUTSCHE BANK
SASTA 2007-2 – DEUTSCHE BANK
SASTA 2007-3
IXIS 2005-HE4
IXIS 2006-HE2
Saxon Asset Securities Trust 2007-3
IXIS Real Estate Capital Trust 2006-HE3

EquiFirst Mortgage Loan Trust 2004-2 - Deutsche Bank
EquiFirst Mortgage Loan Trust 2005-1 – Deutsche Bank
Soundview Home Loan Trust 2005-2 – Deutsche Bank
Soundview Home Loan Trust 2006 – EQ1 – Deutsche Bank
Meritage Mortgage Loan Trust 2004-3 - Deutsche Bank
HSBC Bank USA, NA ACE 2006-NC1 – Deutsche Bank
MSAC 2006-HE5 – Deutsche Bank
MSAC 2007-HE1 – Deutsche Bank
MSAC 2007-HE3 – Deutsche Bank
MSAC 2007-HE5 – Deutsche Bank
MSAC 2007- NC3– Deutsche Bank
Morgan Stanley Home Equity Loan Trust MSHEL 2007-2
Morgan Stanley ABS Capital 1 Inc., MSAC 2007- HE3
Morgan Stanley ABS Capital 1 Inc., MSAC 2007- HE2
Morgan Stanley ABS Capital 1 Inc., MSAC 2007- HE8
Morgan Stanley ABS Capital 1 Inc., MSAC 2007 – SEA1
Morgan Stanley IXIS 2006-1
ACE 2006- NC1
SASTA 2007-1 – DEUTSCHE BANK
SASTA 2007-3 – DEUTSCHE BANK
IXIS 2005-HE3
IXIS 2006-HE1
IXIS 2006 – HE3
Saxon Asset Securities Trust 2007-4
Morgan Stanley ABS Capital I Inc. Trust 2007-HE6