9/20/10 1:41:27
DK P BK 140 PG 67
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

**RECORDING REQUESTED BY**
**& AFTER RECORDING RETURN TO:**
**Litton Loan Servicing LP**
**4828 Loop Central Drive**
**Houston, Texas 77081**
**Attention: Alison S. Walas**
**Prepared By:** NA KKemp

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Bank of America, National Association as successor by merger to LaSalle Bank National Association, having its principal place of business at 540 West Madison Street, MC IL4-540-18-53, Chicago Illinois 60661, as Trustee (the "Trustee"), hereby constitutes and appoints Litton Loan Servicing LP ("Litton"), by and through Litton'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 or subserviced by Litton pursuant to the Agreements listed on the addendum attached hereto (the "Agreements"), relating to GSAMP Trust 2006-HE5, Mortgage Pass-Through Certificates, Series 2006-HE5, for the purpose of performing all acts and executing all documents in the name of the Trustee as may be customarily and reasonably necessary and appropriate to effectuate the following enumerated transactions in respect of any of the mortgages or deeds of trust (the "Mortgages" and the "Deeds of Trust", respectively) and promissory notes secured thereby (the "Mortgage Notes") for which the undersigned is acting as Trustee (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) and for which the Litton is acting as servicer or subservicer, all subject to the terms of the Agreements.

This appointment shall apply to the following enumerated transactions only:



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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, to correct title errors discovered after such title insurance was issued, or to effect loss mitigation efforts in compliance with any government sponsored program or prudent servicing practice, and in all instances, which said modification or re-recording does not adversely affect the lien of the Mortgage or Deed of Trust as insured.

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 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 of requests to trustees to accomplish same, or the subordination of the lien of a Mortgage or Deed of Trust to a lease of said property for oil or mineral development where (1) such lease does not adversely affect the lien of the Mortgage or Deed of Trust as insured (2) such lease is customary in the area and (3) exercise of such lease will not have a material effect on the value of the property, prevent the use of the property as a residence, or expose the residents to serious health or safety hazards.

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 Mortgage or Deed of Trust or full conveyance upon discharge by payment or other satisfaction 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 acceptance of a short sale agreement, 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, or sale, 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 or the acceptance of a short sale agreement; 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 Agreements, Mortgage, Deed of Trust

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;
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 or 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 lawfully do or cause to be done by authority hereof; provided, that Litton shall not without the Trustee's written consent, (A) initiate any action in the Trustee's name without indicating Litton's representative capacity (other than pursuant to this Limited Power of Attorney) or (B) cause the Trustee to be registered to do business in any state; and provided further that the Trustee shall not be liable for any misuse of, or negligence, willful misfeasance or bad faith of Litton in connection with, the Litton's use of this power of attorney.

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.

hereto affixed and these presents to be signed and acknowledged in its name and behalf by Vanessa L. Danner its duly elected and authorized Vice President this 21 day of October_, 2009.

Bank of America, National Association as successor by merger to LaSalle Bank National Association, as trustee under the Pooling and Servicing Agreement dated as of August 1, 2006, GSAMP Trust 2006-HE5

By: _____
Name: Vanessa L. Danner
Title: Vice President

Witness: _____
Name: Jonathan T. Vacca
Title: Trust & Fund Svc Analyst

Witness: _____
Name: Maria Kotsiovos
Title: Trust & Fund Supp Analyst

STATE OF ILLINOIS
COUNTY OF COOK

On October 21, 2009, before me, the undersigned, a Notary Public in and for said state, personally appeared Vanessa L .Danner, Vice President of Bank of America, National Association as successor by merger to LaSalle Bank National Association, as trustee under the Pooling and Servicing Agreement dated as of August 1, 2006, GSAMP Trust 2006-HE5, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed that same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted and executed the instrument.

WITNESS my hand and official seal.
(SEAL)

_____
Notary Public
My Commission Expires August 31, 2013

"OFFICIAL SEAL"
ETHEL FRANKLIN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES AUG. 31, 2013

**Addendum**

**Addendum**

- Pooling and Servicing Agreement, dated as of August 1, 2006, among GS Mortgage Securities Corp. (the "Depositor"), Litton Loan Servicing LP, (a "Servicer"), Select Portfolio Servicing, Inc., (a "Servicer"), Avelo Mortgage, L.L.C., (a "Servicer") (together with Litton and SPS, the "Servicers"), J.P. Morgan Trust Company, National Association, (a "Custodian"), U.S. Bank National Association (a "Custodian"), Deutsche Bank National Trust Company, (a "Custodian") (together with J.P. Morgan and U.S. Bank, the "Custodians"), Wells Fargo Bank, N.A.., (the "Master Servicer" and the "Securities Administrator") and LaSalle Bank National Association (the "Trustee")

- Subservicing Agreement, dated as of July 1, 2008, among Avelo Mortgage, L.L.C., (the "Servicer") and Litton Loan Servicing LP, (the "Subservicer")

- Asset Purchase Agreement, dated as of September 30, 2009, among Avelo Mortgage, L.L.C., (a "Seller"), Goldman Sachs Mortgage Company, (a "Seller") and Litton Loan Servicing LP, (the "Purchaser")