7/30/12 9:07:12
DK P BK 153 PG 298
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

POA COVERSHEET

LIMITED POWER OF ATTORNEY

FROM:

DEUTSCHE BANK NATIONAL TRUST COMPANY

1761 EAST ST. ANDREW PL.
SANTA ANA, CA 92705
561-682-8000

TO:

OCWEN LOAN SERVICING, LLC

1661 WORTHINGTON RD., SUITE 100

WEST PALM BEACH, FL 33409

561-682-8000

PREPARED BY AND RETURN TO:

SHAPIRO AND MASSEY, LLC

1910 LAKELAND DR, SUITE B

JACKSON MS 39216
12-004570 DM

8

When recorded return to:
Ocwen Loan Servicing, LLC
1661 Worthington Rd. Ste 100
West Palm Beach, FL 33409

CFN 20110473884
OR BK 24919 PG 0904
RECORDED 12/21/2011 13:39:49
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0904 - 910; (7pgs)

LIMITED POWER OF ATTORNEY

2440

KNOW ALL MEN BY THESE PRESENTS, that Deutsche Bank National Trust Company, a national banking association organized and existing under the laws of the United States and having its usual place of business at 1761 East St. Andrew Place, Santa Ana, California, 92705, as Trustee (the "Trustee") pursuant to the agreements identified on Exhibit A attached hereto (collectively, the "Agreements"), hereby constitutes and appoints Ocwen Loan Servicing LLC as successor in interest to Litton Loan Servicing LP, as Servicer (the "Servicer" or "Ocwen Loan Servicing, LLC"), 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 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 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 OCWEN LOAN SERVICING LLC 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 Mortgage or Deed of Trust, where said modification or re-recording is solely 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 Agreement.

2. The subordination of the lien of a Mortgage or Deed of Trust 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 Mortgage or Deed of Trust 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 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 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. 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 **December 9, 2011.**

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 Indenture Trustee under the Agreement, 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, then the Servicer shall promptly forward a copy of same to the Indenture 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 Mortgages, Deeds of Trust or Mortgage Notes not authorized by the Agreement.

The Servicer hereby agrees to indemnify and hold the Indenture 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 Agreement or the earlier resignation or removal of the Indenture Trustee under the Agreement.

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 9th day of December 2011.

Deutsche Bank National Trust Company, as Trustee

By: _____
Name: Mei Nghia
Title: Authorized Signer

Prepared by:

_____
Name: Alice Tatusian
Title: Trust Administrator

Witness:

_____
Jenny Pilapil

Witness:

_____
Cindy Lai

State of California}
County of Orange}

On December 9, 2011, before me, Ann Phung Notary Public, personally appeared Mei Nghia, 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 person, or the entity upon behalf of which the person acted, 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.

Notary signature

ANN PHUNG
Commission # 1863282
Notary Public - California
Orange County
My Comm. Expires Aug 30, 2013

Exhibit "A"

GSAA Home Equity Trust 2006-10, Asset-Backed Certificates, Series 2006-10

GSAA Home Equity Trust 2006-11, Asset-Backed Certificates, Series 2006-11

GSAA Home Equity Trust 2006-15, Asset-Backed Certificates, Series 2006-15

GSAA Home Equity Trust 2006-16, Asset-Backed Certificates, Series 2006-16

GSAA Home Equity Trust 2006-17, Asset-Backed Certificates, Series 2006-17

GSAA Home Equity Trust 2006-18, Asset-Backed Certificates, Series 2006-18

GSAA Home Equity Trust 2006-4, Asset-Backed Certificates, Series 2006-4

GSAA Home Equity Trust 2006-7, Asset-Backed Certificates, Series 2006-7

GSAA Home Equity Trust 2007-S1

GSAA Home Equity Trust 2006-8, Asset-Backed Certificates, Series 2006-8

GSAA Home Equity Trust 2007-2, Asset-Backed Certificates, Series 2007-2

GSAA Home Equity Trust 2007-4, Asset-Backed Certificates, Series 2007-4

GSAA Home Equity Trust 2007-5, Asset-Backed Certificates, Series 2007-5

GSAA Home Equity Trust 2007-6, Asset-Backed Certificates, Series 2007-6

GSR Mortgage Loan Trust 2006-OA1, Mortgage Pass-Through Certificates, Series 2006-OA1

GSR Mortgage Loan Trust 2007-AR1, Mortgage Pass-Through Certificates, Series 2007-AR1

GSR Mortgage Loan Trust 2007-OA1, Mortgage Pass-Through Certificates, Series 2007-OA1

GSR Mortgage Loan Trust 2007-OA2, Mortgage Pass-Through Certificates, Series 2007-OA2

POOLING AND SERVICING AGREEMENT Dated as of August I, 2007 GSAMP TRUST 2007-HSBC1 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-HSBC1

POOLING AND SERVICING AGREEMENT Dated as of May 1, 2005 GSAMP TRUST 2005-S2 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-S2

GSAMP Trust 2004-NC1, Mortgage Pass-Through Certificates, Series 2004-NC1

GSAMP 2002-HE2, Mortgage Pass-Through Certificates, Series 2002-HE2

GSAMP Trust 2003-NC1, Pooling and Servicing Agreement dated as of February 1, 2003

GSAMP Trust 2005-NC1, Pooling and Servicing Agreement dated as of February 1, 2005

GSAMP Trust 2005-WMC2, Pooling and Servicing Agreement dated as of November 1, 2005

GSAMP Trust 2004-AHL, Pooling and Servicing Agreement dated as of October 1, 2004

GSAMP Trust 2004-NC2, Pooling and Servicing Agreement dated as of October 1, 2004

GSAMP Trust 2005-WMC1, Pooling and Servicing Agreement dated as of September 1, 2005

GSAMP Trust 2006-HE1, Pooling and Servicing Agreement dated as of January 1, 2006

GSAMP Trust 2006-SEA1, Pooling and Servicing Agreement dated as of May 1, 2006

GSAMP Trust 2005-HE5, Pooling and Servicing Agreement dated as of November 1, 2005

GSRPM Mortgage Loan Trust 2006- 1, Pooling and Servicing Agreement dated as of March 1, 2006

GSAMP Trust 2005-WMC3, Pooling and Servicing Agreement dated as of December 1, 2005

15th JUDICIAL CIRCUIT COURT CLERK & COMPTROLLER PALM BEACH COUNTY, FLORIDA STATE OF FLORIDA

I hereby certify that the foregoing is a true copy
of the record in my office this day, May 22, 2012.
Sharon R. Bock, Clerk Circuit Court, Palm Beach County, Florida
BY _____ Deputy Clerk