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Clark County, WA 06/16/2009 02:56



RETURN ADDRESS

LITTON LOAN SERVICING  
ALISON S WALAS  
4828 LOOP ENTRAL DRIVE  
HOUSTON TX 77081

*SCR 3153*  
Document Title(s)  
LIMITED POWER OF ATTORNEY

Reference Number(s) of related documents:

Grantor(s)  
CITIBANK NA

Grantee(s)  
LITTON LOAN SERVICING

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.  
I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording process may cover up or otherwise obscure some part of the text of the original document.

  
Signature of Requesting Party

**RECORDING REQUESTED BY**  
**& AFTER RECORDING RETURN TO:**  
**LITTON LOAN SERVICING LP**  
 4828 Loop Central Drive  
 Houston, Texas 77081  
 Attn: Alison S. Walas  
 Prepared By: *LVump*

**LIMITED POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, that Citibank, N.A., having its principal place of business at 388 Greenwich Street, 14th Floor, New York, New York 10013, as Trustee (the "Trustee") pursuant to the Pooling and Servicing Agreement (the "Pooling and Servicing Agreement"), dated as of March 1, 2007, among Wilshire Credit Corporation, as a Servicer, Option One Mortgage Corporation, as a Servicer, Litton Loan Servicing LP, as a Servicer, LaSalle Bank National Association, as Master Servicer and Securities Administrator, Trustee, and Merrill Lynch Mortgage Investors, Inc., as Depositor, hereby constitutes and appoints Litton Loan Servicing LP, by and through Litton Loan Servicing LP'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 Litton Loan Servicing LP pursuant to the Pooling and Servicing Agreement 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 for various certificateholders (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 Litton Loan Servicing LP is acting as servicer, all subject to the terms of the Servicing Agreement.

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-recordings 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 and said modification or re-recording, in either instance, 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 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 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.

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.

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.

This limited power of attorney has been executed and is effective as of this 14 day of August 2008 and the same and any subsequent limited power of attorney given to any Subservicer shall terminate on the date that is the earlier of (i) one year from the date hereof and (ii) until revoked in writing by the undersigned.

IN WITNESS WHEREOF, Citibank, N.A. as Trustee pursuant to that Pooling and Servicing Agreement among Wilshire Credit Corporation, Option One Mortgage Corporation, Litton Loan Servicing LP, LaSalle Bank National Association, Trustee, and Merrill Lynch Mortgage Investors, Inc., dated as of March 1, 2007, has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by Louis Piscitelli its duly elected and authorized Vice President this 14th day of August, 2008.

Citibank, N.A., as trustee for the Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-HE2

By \_\_\_\_\_

Name: Louis Piscitelli

Title: Vice President

Witness: \_\_\_\_\_

Name: John Hannon

Title: Vice President

Witness: \_\_\_\_\_

Name: Marion O'Connor

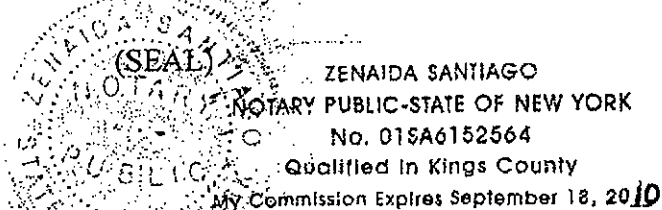
Title: Vice President

STATE OF

COUNTY OF

On August 14, 2008, before me, the undersigned, a Notary Public in and for said state, personally appeared Louis Piscitelli, Vice President of Citibank, N.A., as trustee for the Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-HE2, 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.



Zenaida Santiago  
Notary Public  
My Commission Expires 9.18.2010

Inv. 468 - MLMI 2007-HE2

Unofficial Copy



I, GREG A. KIMSEY, Auditor of Clark County, State of Washington, do hereby certify that the foregoing is a true and correct copy of a :

Limited Power of Attorney  
Microfilm No. \_\_\_\_\_ File No. 457302

of record in this office. WITNESS my hand and official seal  
This 16<sup>th</sup> day of March 2011 A.D.

GREG A. KIMSEY, Auditor, Clark County

By K. L. [Signature]  
Deputy

MAR21 9:07PM