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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

This document was prepared by:
Davis, Brown, Koehn, Shors & Roberts P.C., 666 Walnut Suite 2500, Des Moines, IA 50309 (515)288-2500

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED Mortgage Electronic Registration Systems, Inc. as nominee for Intervale Mortgage Corporation, hereby sells and assigns unto Deutsch Bank National Trust Company, as Trustee for Morgan Stanley ABS Capital I Inc. Trust 2006-HE3, all its right, title and interest in and to a certain mortgage bearing date the 12th day of January 2006, executed by Richard L. Mittan, a/k/a Richard Mittan and Melanie L. Mittan, a/k/a Melanie Mittan, to Mortgage Electronic Registration Systems, Inc. as nominee for Intervale Mortgage Corporation, and recorded in the records of Delaware County, Iowa, in Bk 2006, Pg 287 on the 26th day of January, 2006 and authorize said assignee to collect, enforce or cancel the same.

Dated the 23rd day of July, 2007.

MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC,

By _____
Name: David M. Erickson, Attorney
Title: Certifying Officer

STATE OF IOWA)
) SS:
COUNTY OF POLK)

On this 23rd day of July, 2007, before me, the undersigned, a Notary Public in and for said county and state, personally appeared David M. Erickson as Certifying Officer, of Mortgage Electronic Registration Systems, Inc.

_____
Notary Public in and for said County and State

EMILY BENETTI
Commission Number 741806
My Commission Expires

#1425752

AGREEMENT FOR SIGNING AUTHORITY

MERSCORP, INC. ("MERS") and its subsidiary, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., Wells Fargo Home Mortgage a Division of Wells Fargo Bank NA ("MEMBER") and Davis, Brown, Koehn, Shors & Roberts, P.C. ("VENDOR") hereby agree as follows:

1. The purpose of this agreement for signing authority (the "Agreement") is to define the rights and obligations of the parties when Vendor performs certain duties, as described in the attached corporate resolution (the "Resolution"), relating to mortgage loans that are registered on the MERS® System and shown on the MERS® System to be serviced by Member.

2. Wells Fargo Home Mortgage a Division of Wells Fargo Bank NA is a member of MERS, and has signed an agreement of membership that is incorporated herein by reference. Member has entered into a separate contract with Vendor to perform certain services for Member. References herein to "mortgage(s)" and "mortgagee of record" shall include deed(s) of trust and beneficiary under a deed of trust, respectively, and any other form of security instrument under applicable state law.

3. The parties acknowledge that Mortgage Electronic Registration Systems, Inc. may be the mortgagee of record on Member's mortgages. Therefore, in order for Vendor to perform its contractual duties to Member, MERS, by corporate resolution, will grant employees of Vendor the limited authority to act on behalf of MERS to perform certain duties. Such authority is set forth in the Resolution, which is made a part of this Agreement.

4. The parties agree that Member will provide all necessary information and instructions to Vendor to perform certain duties where Mortgage Electronic Registration Systems, Inc. acts as the mortgagee of record. All parties agree that MERS and Mortgage Electronic Registration Systems, Inc. are not responsible for the accuracy of any information provided by Member to Vendor, or any information entered into the MERS® System by or on behalf of Member. Any problems regarding the information or instructions between Member and Vendor must be resolved between those two parties.

5. Member and Vendor agree to indemnify and hold harmless MERS, Mortgage Electronic Registration Systems, Inc. and any employee, director, officer, agent or affiliate of MERS or Mortgage Electronic Registration Systems, Inc. ("MERS Party") from and against any and all third-party claims, losses, penalties, fines, forfeitures, reasonable attorney fees and related costs, judgments, and any other costs, fees and expenses that result from the negligence, errors and omissions, breach of confidentiality or willful misconduct of Vendor in performing certain duties where Mortgage Electronic Registration Systems, Inc. is the mortgagee of record.

6. Vendor shall maintain appropriate insurance coverage that shall include coverage for any negligence, errors and omissions or willful misconduct of all employees authorized to sign as officers of Mortgage Electronic Registration Systems, Inc.

7. Upon termination of the contract between Member and Vendor, this agreement shall concurrently terminate and the corporate resolution shall be revoked at such time.

8. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to its choice of law provisions.

The parties have executed this Agreement intending to be bound as of the dates indicated below.

MERSCORP, INC.

By: _____

Title: Vice President

Dated: 5/17/06

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

By: _____

Title: Secretary/Treasurer

Dated: 5/17/06

Wells Fargo Home Mortgage a Division of Wells Fargo Bank NA

By: _____

RACHAEL HENDRICKSON-BROWDER
VICE PRESIDENT LOAN DOCUMENTATION

Title: _____

Dated: _____

Davis, Brown, Koehn, Shors & Roberts, P.C.

By: _____

Title: Attorney

Dated: 5/9/06

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

CORPORATE RESOLUTION

Be it Resolved that the attached list of candidates are employee(s) of Davis, Brown, Koehn, Shors & Roberts, P.C. and are hereby appointed as assistant secretaries and vice presidents of Mortgage Electronic Registration Systems, Inc., and as such, are authorized to:

Assign the lien of any mortgage loan registered on the MERS® System that is shown to be registered to Wells Fargo Home Mortgage a Division of Wells Fargo Bank NA or its designee;

Release the lien of any mortgage loan registered on the MERS® System that is shown to be registered to Wells Fargo Home Mortgage a Division of Wells Fargo Bank NA or its designee;

Execute any and all documents necessary to foreclose upon the property securing any mortgage loan registered on the MERS System that is shown to be registered to the Member, including but not limited to (a) substitution of trustee on Deeds of Trust, (b) Trustee's Deeds upon sale on behalf of MERS, (c) Affidavits of Non-military Status, (d) Affidavits of Judgment, (e) Affidavits of Debt, (f) quitclaim deeds, (g) Affidavits regarding lost promissory notes, and (h) endorsements of promissory notes to VA or HUD on behalf of MERS as a required part of the claims process;

Take any and all actions and execute all documents necessary to protect the interest of the Member, the beneficial owner of such mortgage loan, or MERS in any bankruptcy proceeding regarding a loan registered on the MERS System that is shown to be registered to the Member, including but not limited to: (a) executing Proofs of Claim and Affidavits of Movant under 11 U.S.C. Sec. 501-502, Bankruptcy Rule 3001-3003, and applicable local bankruptcy rules, (b) entering a Notice of Appearance, (c) vote for a trustee of the estate of the debtor, (d) vote for a committee of creditors, (e) attend the meeting of creditors of the debtor, or any adjournment thereof, and vote on behalf of the Member, the beneficial owner of such mortgage loan, or MERS, on any question that may be lawfully submitted before creditors in such a meeting, (f) complete, execute, and return a ballot accepting or rejecting a plan, and (g) execute reaffirmation agreements.

I, William C. Hultman, being the Corporate Secretary of Mortgage Electronic Registration Systems, Inc., hereby certify that the foregoing is a true copy of a Resolution duly adopted by the Board of Directors of said corporation effective as of the 29th day of June, 2005 which is in full force and effect on this date and does not conflict with the Certificate of Incorporation or By-Laws of said corporation.

Secretary

Davis, Brown, Koehn, Shors & Roberts, P.C.

Mortgage Electronic Registration Systems, Inc.
Certifying Officers

David M. Erickson