

DOC # 739871
03/19/2009 01:41PM Deputy: DW
OFFICIAL RECORD
Requested By:
FIRST AMERICAN TITLE PAS
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 4 Fee: 42.00
BK-309 PG-4654 RPTT: 0.00



APN# 1220-17-501-022

Recording Requested by **First American Title**

Return To: Emc Mortgage
Name:

Address: 2780 Lake Vista Dr

City/State/Zip: Lewisville, TX 75067

Power of Attorney
(Title on Document)

This page added to provide additional information required by
NRS 111.312 Sections 1-2 (Additional recording fee applies).

This cover page must be typed or printed clearly in black ink only.

When recorded return to:

EMC Mortgage Corporation
Attn: Collateral Management
2780 Lake Vista Drive
Lewisville, TX 75067-3884
214/626-2800

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, Citibank, N.A., a national banking association and having an office for the conduct of business in New York, New York, solely in its capacity as Trustee (in such capacity the "Trustee") under the Pooling and Servicing Agreement dated as of August 1, 2007 entered into between Structured Asset Mortgage Investments II Inc., as Depositor (in such capacity the "Depositor"); EMC Mortgage Corporation, as Servicer, Seller and Sponsor (in such capacity, the "Servicer", "Seller" and "Sponsor"), Wells Fargo Bank, N.A., as Master Servicer and Securities Administrator (in such capacity, the "Master Servicer" and "Securities Administrator") and Citibank N.A., as Trustee (the "Pooling and Servicing Agreement") pursuant to which Structured Asset Mortgage Investments II Trust 2007-AR5, Mortgage Pass-Through Certificates, Series 2007-AR5 are issued and not in its individual corporate capacity, hereby constitutes and appoints EMC Mortgage Corporation, as its true and lawful attorney-in-fact, in its name, place and stead and for its use and benefit, to execute and acknowledge in writing or by facsimile stamp or otherwise all documents customarily and reasonably necessary and appropriate for the tasks described in items (i) through (vii) below relating to certain mortgage loans (the "Loans") owned by the undersigned, as Trustee, as serviced by EMC Mortgage Corporation, as the Company under the Pooling and Servicing Agreement. These Loans are comprised of Mortgages, Deeds of Trust, Deeds to Secure Debt, Co-ops and other forms of Security Instruments (collectively the "Security Instruments") and the notes secured thereby (the "Notes").

- i. The Substitution of Trustee(s) in Deeds of Trust and/or Deeds to Secure Debt in the name of the undersigned, as Trustee,
- ii. The Extension and/or Renewal of Financing Statements in the name of the undersigned, as Trustee,
- iii. The Satisfaction, Assignment and/or Release of Security Instruments and/or Financing Statements in the name of the undersigned, as Trustee, or the Issuance of Deeds of Reconveyance upon payment in full and/or discharge of the Notes secured thereby,
- iv. The Modification and/or Partial Release of Security Instruments, including the subordination of a Security Instrument to an easement in favor of an entity with powers of eminent domain.
- v. The Assumption of Security Instruments and the Notes secured thereby,
- vi. The right to collect, accelerate, initiate suit on and/or foreclose all Loans, and
- vii. The right to manage, sell, convey or transfer the real and/or personal property specified in the Security Instruments.
- viii. The endorsement of loss payable drafts or other checks that are necessary to effectuate proper servicing of the loan or repairs to the real property encumbered by the Security Instrument.

The undersigned gives to said attorney-in-fact full power and authority to execute such instruments as if the undersigned were personally present, hereby ratifying and confirming all that said attorney-in-fact shall lawfully do or cause to be done by authority hereof. The undersigned also gives to said attorney-in-fact full power and authority to appoint by subsequent power of attorney a subservicer (a "Subservicer") to act in its stead so long as the Trustee is given prior notice of such appointment. Third parties without actual notice may rely upon the power granted to said attorney-in-fact under this Limited Power of Attorney and may assume that, upon the exercise of such power, all conditions precedent to such exercise of power have been satisfied and this Power of Attorney has not been revoked unless an Instrument of Revocation has been recorded.



This limited power of attorney has been executed and is effective as of this 19 day of February, 2009 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) the occurrence of any of the following events or until revoked in writing by the undersigned provided, that so long as none of the following events below have occurred or continuing, the Trustee shall execute and deliver a replacement power of attorney:

- i. the supervision or termination of EMC Mortgage Corporation as the Company with respect to the Loans serviced under the Pooling and Servicing Agreement,
- ii. the transfer of servicing from EMC Mortgage Corporation to another Servicer with respect to the Loans serviced under the Pooling and Servicing Agreement,
- iii. the appointment of a receiver or conservator with respect to the business of the attorney-in-fact or EMC Mortgage Corporation, or
- iv. the filing of a voluntary or involuntary petition of bankruptcy by the attorney-in-fact, EMC Mortgage Corporation, or any of their creditors.

Notwithstanding the foregoing, the power and the authority given to said attorney-in-fact or any Subservicer under this Limited Power of Attorney shall be revoked with respect to a particular Pooling and Servicing Agreement and the Loans subject thereto upon the occurrence of:

- i. the suspension or termination of EMC Mortgage Corporation as the Company under such Pooling and Servicing Agreement; or
- ii. the transfer of servicing under such Pooling and Servicing Agreement from EMC Mortgage Corporation to another Servicer.

Nothing contained herein shall be deemed to amend or modify the related Pooling and Servicing Agreement or the respective rights, duties or obligations of the Trustee or EMC Mortgage Corporation thereunder, and nothing herein shall constitute a waiver of any rights or remedies thereunder. If this limited power of attorney is revoked or terminated for any reason whatsoever, a limited power of attorney given by the Servicer to any Subservicer shall be deemed to be revoked or terminated at the same time.

This Limited Power of Attorney supersedes all prior powers of attorney given by the undersigned to EMC Mortgage Corporation for the Loans, and all such powers and the authority granted thereunder are hereby revoked effective as of the date of recording of this Limited Power of Attorney.



EMC Mortgage Corporation
As Company

Citibank, N.A.,
as Trustee for Certificateholders of
Structured Asset Mortgage Investments
II Trust 2007-AR5, Mortgage Pass-Through
Certificates, Series 2007-AR5

Eileen Deaton
Name: **Eileen Deaton**
Title: **Assistant Secretary**

[Signature]
Name: Louis Piscitelli
Title: Vice President

Witness:
[Signature]
Paulam Reilly

Witness:
[Signature]
Name: ~~Cirino Emanuele~~
Title: Vice President
Cirino Emanuele

Witness:
[Signature]
Richard Gore

Witness:
[Signature]
Name: **Marion O'Connor**
Title: Vice President
Marion O'Connor

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

On this the 19 day of February in the year 2009 before me, the undersigned, a Notary Public in and for said State, personally appeared Louis Piscitelli, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledge to me that he/she/they executed the same in his/her, their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Zenaida Santiago
Notary Public
ZENAIDA SANTIAGO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SA6152664
Qualified in Kings County
My Commission Expires September 18, 2010


STATE OF TEXAS)
) SS
COUNTY OF DENTON)

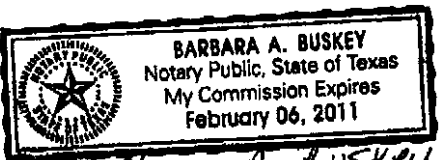
On 3/17/09, 2009 before me, a Notary Public in and for said State, personally appeared Eileen Deaton, known to me to be a Asst Secy of EMC Mortgage Corporation that executed the within instrument, and also known to me to be the person who executed said instrument on behalf of such corporation and acknowledged to me that such corporation executed the within instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Barbara A. Buskey

SAMI 2007-AR5 Citibank 010809
Inv D63


739871 Page: 4 of 4 03/19/2009
BK-309
PG-4657


BARBARA A. BUSKEY
Notary Public, State of Texas
My Commission Expires
February 06, 2011

Barbara A. Buskey 2/6/11