

1320-33-712-018  
RECORDING REQUESTED BY

RECORDING REQUESTED BY &  
AFTER RECORDING RETURN TO:  
LITTON LOAN SERVICING LP

4828 Loop Central Drive  
Houston, TX 77081

Attn: Alison S. Walas Prepared By: *LLump*



FORM OF LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Deutsche Bank National Trust Company, a national banking organization, having its principal place of business at 1761 East St. Andrew Place, Santa Ana, California, 92705, as Trustee (the "Trustee"), pursuant to that Pooling and Servicing Agreement (the "Pooling and Servicing Agreement") among Financial Asset Securities Corp. (the "Depositor"), Deutsche Bank National Trust Company and Litton Loan Servicing LP ("Litton") dated as of July 1, 2005 (Soundview Home Loan Trust 2005-3, Asset-Backed Certificates, Series 2005-3), hereby constitutes and appoints Litton, by and through Litton's officers, the Trustee's true and lawful Attorney-in-Fact, in the Trustee's name, place and stead, as their interests may appear, and for the Trustee's respective benefit, in connection with all Mortgage Loans serviced by Litton 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, deeds of trust or security instrument (each a "Mortgage" or a "Deed of Trust" respectively) and promissory notes secured thereby (each a "Mortgage Note") for which the undersigned is acting as Trustee pursuant to the Pooling and Servicing Agreement (whether the Trustee 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) all subject to the terms of the related Pooling and 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-recording 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; provided that (1) said modification or re-recording, in either instance, does not adversely affect the lien of the Mortgage or Deed of Trust as insured and (2) otherwise conforms to the provisions of the Pooling and Servicing Agreement.
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 governmental 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, (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 and (4) otherwise conforms to the provisions of the Pooling and Servicing Agreement.
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 reconveyance 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 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; 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 Pooling and Servicing Agreement, 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 Trustee 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, each subject to the terms and conditions set forth in the related Pooling and Servicing Agreement and in accordance with the standard of care applicable to servicers in the Pooling and Servicing Agreement 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. This Limited Power of Attorney shall be effective as of July 8th, 2009.

Nothing contained herein shall (i) limit in any manner any indemnification provided by Litton to the Owner under the Pooling and Servicing Agreement, or (ii) be construed to grant Litton the power to initiate or defend any suit, litigation or proceeding in the name of the Trustee except as specifically provided for herein or under the Pooling and Servicing Agreement. The Trustee shall be entitled to the indemnification provided by the Servicer in the Pooling and Servicing Agreement as if set forth herein in connection with the actions of the Servicer under this Limited Power of Attorney.

Any third party without actual notice of fact to the contrary 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, and such third party put on notice thereof. This Limited Power of Attorney shall be in addition to and shall not revoke or in any way limit the authority granted by any previous power of attorney executed by the Trustee.



IN WITNESS WHEREOF, Deutsche Bank National Trust Company, as Trustee, pursuant to the Pooling and Servicing Agreement, 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 Vice President this 8th day of July 2009.

Witness: [Signature]  
Name: Jenny Pilapil  
Title: Trust Administrator

Deutsche Bank National Trust Company, as Trustee for  
Soundview Home Loan Trust 2005-3, Asset-Backed Certificates,  
Series 2005-3

Witness: [Signature]  
Name: Ann Phung  
Title: Trust Administrator

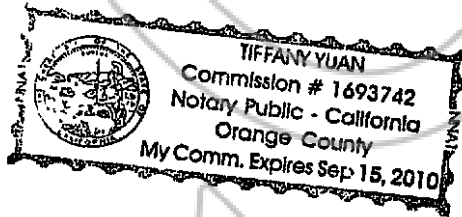
By: [Signature]  
Name: Melissa Wilman  
Title: Vice President

STATE OF CALIFORNIA  
COUNTY OF ORANGE

On July 8, 2009, before me, Tiffany Yuan, a Notary Public in and for said state, personally appeared Melissa Wilman of Deutsche Bank National Trust Company, as Trustee for Soundview Home Loan Trust 2005-3, Asset-Backed Certificates, Series 2005-3, 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 that same in her authorized capacity, and that by her signature on the instrument the entity upon behalf of which the person acted and 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.  
(SEAL)



[Signature]  
Notary Public, State of California

My commission expires 9/15/10