RT88810

Return to:
RESOURCE TITLE AGENCY, INC.
2630 Elm Hill Pike, Suite 350
Nashville TN 37214

FILE NO.: 353.0809388TN\P
LOAN NO.: 2717282\CONV

BILL GARRETT, Davidson County
Trans:T20090031921 DEEDTRS
Recvd: 05/14/09 11:13 22 pgs
Fees:113.00 Taxes:457.06
20090514-0044384

THIS INSTRUMENT PREPARED BY ~~& RETURN TO:~~
Nationwide Trustee Services, Inc.
1587 N.E. Expressway
Atlanta, GA 30329

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, by Deed of Trust dated July 12, 2006 and recorded in the Register's Office of Davidson County, TN, at Instrument Number 200607170085513. ("Deed of Trust")Douglas E. Russell and Daniel C. Russell conveyed to Elite Title Co., LLC, as Trustee, the hereinafter described property for the purpose of securing payment of the indebtedness and performance of the obligations therein mentioned and set forth; and

WHEREAS, the beneficial interest of said Deed of Trust was last transferred and assigned to LaSalle Bank, N.A. as Trustee for the MLMI Trust Series 2006-RM4; and

WHEREAS, **LaSalle Bank, N.A. as Trustee for the MLMI Trust Series 2006-RM4,** being the owner and holder of the debt secured, appointed the undersigned as Substitute Trustee by instrument of record at **Instrument Number 20080290098459** in the Register's Office of Davidson County, TN; and

WHEREAS, default has been made in the payment of said indebtedness and the performance of said obligations thereby secured to be paid and performed, and the holder of said Deed of Trust requested the undersigned to advertise and sell said property under the terms and provisions of said Deed of Trust; and

WHEREAS, the property was advertised for sale in conformity with the laws of TN and the terms and provisions of said Deed of Trust on 09/26/08, 10/03/08, 10/10/08, in THE NASHVILLE RECORD, by which advertisement the sale was held on October 23, 2008, at the corner of Fifth and Broadway at the Main Entrance to the Sommet Center F/K/A Gaylord Entertainment Center in Nashville, Davidson County, TN, in bar of the equities of redemption, dower, and homestead; and

WHEREAS, at the time and place mentioned in said advertisement, Phil Young, the undersigned's agent, offered said property for sale at public outcry to the highest and best bidder for cash, at which sale **Bank of America, National Association, as successor by merger to LaSalle Bank, N.A. as Trustee for the MLMI Trust Series 2006-RM4**, being the highest, best and last bidder, became the purchaser of said property at and for the sum of $123,529.20; and

WHEREAS, the owner and holder of said debt for which said property was sold has complied with the terms of sale by paying into the hands of the undersigned Substitute Trustee the expenses of the sale, the balance of the purchase price being credited on the indebtedness secured by said Deed of Trust;

NOW, THEREFORE, in consideration of the premises and of the payment by **Bank of America, National Association, as successor by merger to LaSalle Bank, N.A. as Trustee for the MLMI Trust Series 2006-RM4** as aforesaid, of the said sum of money, receipt of which payment is hereby acknowledged, the undersigned **Nationwide Trustee Services, Inc.**, as Substitute Trustee, does hereby grant, bargain, sell and convey unto **Bank of America, National Association, as successor by merger to LaSalle Bank, N.A. as Trustee for the MLMI Trust Series 2006-RM4**, its successors and assigns, in fee simple forever, the following described real property situated in the County of Davidson, State of TN:

A certain tract or parcel of located in Davidson County, Tennessee, described as follows to-wit: Being Lot No. 107 on the plan of Stanford County Club Estates, Section 3, of record in Book 2900, Page 67, Register's Office for Davidson County, Tennessee. Said Lot No. 107 fronts on the Easterly side of Stafford Drive 88.0 feet and runs back 154.15 feet on the South side line, 150.40 feet on the North side line and measures 100.88 (incorrectly shown on the Deed of Trust as 100.98) feet across the rear lot line. Being the same property conveyed to Leigh C. Darr by warranty deed from James M. Hagood and wife, Barbara S. Hagood, dated March 26, 1997, recorded April 8, 1997, in Book 10410, Page 692, Register's Office for Davidson County, Tennessee. This conveyance is made subject to any and all zoning regulations, building restrictions, setback lines, if any, easements and rights for public utilities applicable to this property. Taxes for the current year have been prorated and are assumed by the grantee(s) herein.

The last recorded Warranty Deed was filed of record at Instrument Number 200607170085512 in the Register's Office of Davidson County, TN.

TO HAVE AND TO HOLD the property described above, together with the privileges, appurtenances, and hereditaments thereunto belonging or in any way appertaining unto the said **Bank of America, National Association, as successor by merger to LaSalle Bank, N.A. as Trustee for the MLMI Trust Series 2006-RM4,** its successors and assigns forever, to whom the said, **Nationwide Trustee Services, Inc.**, as Substitute Trustee, warrants the title to the aforesaid property against the lawful claims and demands of all persons claiming by, through or under him, but not further nor otherwise.

FILE NO.: 353.0809388TN\P
LOAN NO.: 2717282\CONV

IN TESTIMONY WHEREOF, **Nationwide Trustee Services, Inc.**, Substitute Trustee, has hereunto set his hand, this 23rd day of October, 2008.

Nationwide Trustee Services, Inc.
Substitute Trustee

STATE OF GEORGIA

COUNTY OF DEKALB

On this 23rd day of October, 2008, before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Germaine Duncan, with whom I am personally acquainted (or proved on the basis of satisfactory evidence to be the person), and who, upon his or her oath, acknowledged himself or herself to be the Vice President of **Nationwide Trustee Services, Inc.**, the within named bargainor, and as such officer or member being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by subscribing thereto the name of the corporation by himself or herself as such officer or member.

WITNESS my hand and Notarial Seal the day and year above written.

Notary Public

My Commission Expires: 11-28-2010

RONALD KEY NOTARY PUBLIC GWINNETT COUNTY GA Exp. Nov. 28, 2010

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STATE OF GEORGIA

COUNTY OF DEKALB

I hereby swear or affirm that to the best of my knowledge, information and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $123,529.20, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 23RD DAY OF OCTOBER 2008.

Notary Public

My Commission Expires: 11-28-2010

RONALD KEY NOTARY PUBLIC GWINNETT COUNTY GA Exp. Nov. 28, 2010

MSP No.: 353.0809388TN (Russell)
Lender Loan No.: 2717282
Property Address: 3013 Stafford Drive, Nashville, TN 37214
Tax Parcel ID No.: 085.11-034.00

Mail Tax Notices To and Property Owner:

Wilshire Credit Corporation/FNFS
14325 Millikan Way
Beaverton, OR 97005

INSTRUMENT OF APPOINTMENT AND ACCEPTANCE OF SUCCESSOR TRUSTEE

This Instrument of Appointment and Acceptance of Successor Trustee (this "Agreement"), dated as of March 31, 2009, is by and among MERRILL LYNCH MORTGAGE INVESTORS, INC., as depositor (the "Depositor"), U.S. BANK NATIONAL ASSOCIATION ("U.S. Bank"), as successor trustee (the "Successor Trustee"), and BANK OF AMERICA, N.A., successor by merger to LaSalle Bank National Association ("Bank of America"), as predecessor trustee (the "Predecessor Trustee"), and is entered into by the parties pursuant to the terms of the Pooling and Servicing Agreement, dated as of February 1, 2007 (the "Pooling Agreement"), by and among the Depositor, Wilshire Credit Corporation, as servicer (the "Servicer"), and the Predecessor Trustee, as trustee for the Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-HE1. Capitalized terms used but not defined herein shall have the respective meanings assigned thereto in the Pooling Agreement.

1. Appointment and Acceptance. In connection with the resignation of Bank of America as trustee under the Pooling Agreement as of the date hereof, the Depositor hereby appoints U.S. Bank as Successor Trustee pursuant to Section 8.08 of the Pooling Agreement, and U.S. Bank hereby acknowledges and accepts such appointment pursuant to Section 8.09 of the Pooling Agreement, in each case as of the date hereof. The parties hereto agree that upon execution of this Agreement, U.S. Bank, as Successor Trustee, shall become fully vested with all the rights, powers, duties and obligations of, and the Successor Trustee hereby assumes all of the duties and obligations of, the Trustee under the Pooling Agreement, with like effect as if originally named Trustee therein.

2. Eligibility. Pursuant to Section 8.09 of the Pooling Agreement, U.S. Bank hereby represents and warrants that as of the date hereof it is eligible to serve as Successor Trustee under the provisions of Section 8.07 of the Pooling Agreement.

3. Representations, and Warranties of Predecessor Trustee. The Predecessor Trustee represents and warrants as follows:

(a) As of the date hereof, it has delivered to the Successor Trustee (or any custodian or agent of the Successor Trustee) all documents required to be delivered to the Successor Trustee (or any custodian or agent of the Successor Trustee) by it in order to effectuate the appointment of a successor trustee, including without limitation, all Mortgage Files and related documents and statements held by it (or by any custodian or agent of the Predecessor Trustee) under the Pooling Agreement (it being understood that Bank of America will not physically transfer the Mortgage Files, as Bank of America holds such files as the Predecessor Trustee and, as of the date hereof, will continue to hold such files in its capacity as the custodial agent of the Successor Trustee pursuant to that certain Trust Administration Agreement, dated as of March 31, 2009 (the "Trust Administration Agreement"), by and between Bank of America and the Successor Trustee);

(b) (i) To its knowledge, no Event of Default and no event which with the giving of notice or lapse of time, or both, would become an Event of Default, exists under the Pooling Agreement, (ii) it is in compliance with each of its obligations and responsibilities under the Pooling Agreement and (iii) there is no action, suit or proceeding pending or threatened against it before any court or governmental authority arising out of any action or omission under the Pooling Agreement; and

(c) This Agreement has been duly authorized, executed and delivered on behalf of the Predecessor Trustee and constitutes its legal, valid and binding obligation, enforceable in accordance with its terms (subject to (i) applicable bankruptcy, insolvency, receivership, reorganization, moratorium and other laws affecting the enforcement of creditors' rights generally, and (ii) general principles of equity, regardless of whether such enforcement is considered in a proceeding in equity or at law).

4. Covenants of Predecessor Trustee. The Predecessor Trustee hereby covenants it will in a timely manner deliver any and all endorsements and assignments required to convey legal and record title to all documents contained in the Mortgage Files to the Successor Trustee (it being understood that Bank of America will not physically transfer the Mortgage Files, as Bank of America holds such files as the Predecessor Trustee and, as of the date hereof, will continue to hold such files in its capacity as the custodial agent of the Successor Trustee pursuant to the Trust Administration Agreement). Commencing on the date hereof, the Predecessor Trustee shall also provide to the Successor Trustee and to the Servicer such powers of attorney, certificates or other documents as are necessary to allow timely processing of all Mortgage Notes, assignment documents, and other related documents that contain Bank of America's name as original trustee.

5. Representations, Warranties and Covenants of the Depositor. The Depositor hereby represents, warrants and covenants as follows:

(a) The Depositor is a corporation duly and validly organized and existing pursuant to the laws of the State of Delaware;

(b) (i) It is in compliance with each of its obligations and responsibilities under the Pooling Agreement and (ii) there is no action, suit or proceeding pending or threatened against it before any court or governmental authority arising out of any action or omission under the Pooling Agreement; and

(c) This Agreement has been duly authorized, executed and delivered on behalf of the Depositor and constitutes its legal, valid and binding obligation, enforceable in accordance with its terms (subject to (i) applicable bankruptcy, insolvency, receivership, reorganization, moratorium and other laws affecting the enforcement of creditors' rights generally, and (ii) general principles of equity, regardless of whether such enforcement is considered in a proceeding in equity or at law).

6. Representations, Warranties and Covenants of the Successor Trustee. The Successor Trustee hereby represents, warrants and covenants as follows:

(a) The Successor Trustee is a national banking association duly and validly organized and existing pursuant to the laws of the United States of America;

(b) The Successor Trustee will perform and fulfill on and after the date hereof, each covenant, agreement, condition, obligation and responsibility of the Trustee under the Pooling Agreement, it being understood that the Successor Trustee will delegate to Bank of America as agent of the Successor Trustee certain of its responsibilities under the Pooling Agreement; and

(c) This Agreement has been duly authorized, executed and delivered on behalf of the Successor Trustee and constitutes its legal, valid and binding obligation, enforceable in accordance with its terms (subject to (i) applicable bankruptcy, insolvency, receivership, reorganization, moratorium and other laws affecting the enforcement of creditors' rights generally, and (ii) general principles of equity, regardless of whether such enforcement is considered in a proceeding in equity or at law).

7. Acknowledgment of Delivery. The Successor Trustee acknowledges its acceptance and receipt from the Predecessor Trustee of all documents required to be delivered to the Successor Trustee (or any custodian or agent of the Successor Trustee) by the Predecessor Trustee in order to effectuate the appointment of a successor trustee, including without limitation all Mortgage Files and documents and statements required to be contained in the Mortgage Files under the Pooling Agreement, it being understood that Bank of America will not physically transfer the Mortgage Files, as Bank of America holds such files as the Predecessor Trustee and, as of the date hereof, will continue to hold such files in its capacity as the custodial agent of the Successor Trustee pursuant to the Trust Administration Agreement.

8. Notices and Deliverables. The Predecessor Trustee covenants to provide, or cause to be provided, all requisite notices and copies of this Agreement under the Pooling Agreement (including notices and copies of this Agreement required to be provided by the Depositor) related to the resignation of the Predecessor Trustee and the appointment of the Successor Trustee, including without limitation the notices required to be delivered under Sections 8.08 and 10.05 of the Pooling Agreement to the Depositor, the Servicer, the Certificateholders and the Rating Agencies regarding the resignation, as of the date hereof, of the Predecessor Trustee. As required under Section 8.09 of the Pooling Agreement, the Successor Trustee hereby agrees to provide a written copy of this Agreement to the Depositor and the Servicer, in each case at the address for notices set forth therein. Furthermore, the Successor Trustee hereby agrees to provide on behalf of the Depositor, notice of its appointment to the Depositor and the Certificateholders.

9. Rating Agency Confirmation. Pursuant to Section 8.09 of the Pooling Agreement, attached hereto as Exhibit A and Exhibit B is written confirmation from each of Moody's and S&P, respectively, that the appointment of U.S. Bank as Successor Trustee shall not adversely affect the then current rating of the Certificates.

10. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE SUBSTANTIVE LAWS OF THE STATE OF NEW

YORK APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED IN THE STATE OF NEW YORK AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HERETO AND THE CERTIFICATEHOLDERS SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS WITHOUT REGARD TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF.

11. Effect on Pooling Agreement. In no event shall this Agreement be construed as a modification, waiver (by the Certificateholders) or amendment of the terms of the Pooling Agreement.

12. Corporate Trust Office. References to the address of the Trustee in Section 10.05 of the Pooling Agreement shall be deemed to refer to the corporate trust office of the Successor Trustee which is presently located at: U.S. Bank National Association, 60 Livingston Avenue, Mail Code: EP-MN-WS3D, St. Paul, Minnesota 55107-2292, Attention: Corporate Trust Services— MLMI 2007-HE1, facsimile number: (866) 831-7910.

13. Counterparts. This Agreement may be executed in any number of counterparts each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

14. Limitation on Liability. The parties hereto agree that this Agreement does not constitute a waiver of any obligation or liability which the Predecessor Trustee may have incurred in connection with its serving as trustee under the Pooling Agreement or an assumption by the Successor Trustee of any liability of the Predecessor Trustee arising out of any actions or inaction by the Predecessor Trustee under the Pooling Agreement.

15. Delivery of Documents. The Predecessor Trustee hereby agrees promptly to provide to the Successor Trustee all documents, files, and other materials or information in its possession which are necessary for the Successor Trustee to perform its duties as Successor Trustee.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

MERRILL LYNCH MORTGAGE INVESTORS, INC.
as Depositor

By:_____
Name: Kiran Parekh
Title: Vice President

U.S. BANK NATIONAL ASSOCIATION
as Successor Trustee

By:_____
Name:_____
Title:_____

BANK OF AMERICA, N.A., successor by merger to LaSalle Bank National Association
as Predecessor Trustee

By:_____
Name:_____
Title:_____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

MERRILL LYNCH MORTGAGE INVESTORS, INC.
as Depositor

By:_____
Name:_____
Title:_____

U.S. BANK NATIONAL ASSOCIATION
as Successor Trustee

By:_____
Name: Michelle Moeller
Title: Assistant Vice President

BANK OF AMERICA, N.A., successor by merger to LaSalle Bank National Association
as Predecessor Trustee

By:_____
Name:_____
Title:_____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

MERRILL LYNCH MORTGAGE INVESTORS, INC.
as Depositor

By:_____
Name:_____
Title:_____

U.S. BANK NATIONAL ASSOCIATION
as Successor Trustee

By:_____
Name:_____
Title:_____

BANK OF AMERICA, N.A., successor by merger to LaSalle Bank National Association
as Predecessor Trustee

By: Kathryn Hawkinson
Name: Kathryn Hawkinson
Title: Vice President

EXHIBIT A

[Moody's Ratings Confirmation Letter]

March 31, 2009

Barbara L. Marik
Senior Vice President
LaSalle Global Trust Services
135 S. LaSalle Street, Suite 1625
Chicago, IL 60603

Re: Appointment of U.S. Bank National Association ("U.S. Bank") as successor trustee

Dear Ladies and Gentlemen:

We are in receipt of your correspondence in which you advise us of (a) the appointment of U.S. Bank as successor trustee for the transactions listed on Schedule I (the "Transactions"), (b) the appointment of Bank of America, N.A. as Paying Agent for the MLMI Trust 2002-AFC1 Asset-Back Certificates, Series 2002-AFC1 ("MLMI 2002-AFC1") transaction, and (c) the replacement (the "Replacement") of Bank of America, N.A., successor by merger to LaSalle Bank National Association, as trustee by U.S. Bank as successor trustee in the swap and cap agreements listed on Schedule II (the "Agreements").

As of this date, Moody's is not downgrading or withdrawing its current ratings on any of the Moody's-rated certificates issued in the Transactions solely as a result of the appointment of U.S. Bank as successor trustee under the Transactions, the appointment of Bank of America, N.A. as Paying Agent for MLMI 2002-AFC1, or the Replacement contemplated under the Agreements.

This letter is not a determination by Moody's as to whether the appointment of U.S. Bank as successor trustee for the Transactions, the appointment of Bank of America, N.A. as Paying agent for MLMI 2002-AFC1, or the Replacement has or would have any adverse effect on any securityholder, and only expresses Moody's opinion, as of this date, as to whether such actions have a credit impact that results in a downgrade or withdrawal of its ratings of the Moody's-rated certificates.

Thank you for using Moody's.

Sincerely,

Navneet Agarwal
Vice President / Senior Credit Officer

RMBS - 2009 - 3 - 00014 - MULTI

Schedule I

Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2006-AR1

Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2006-MLN1

Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2006-WMC2

Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2006-OPT1

Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2006-FM1

Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2006-AHL1

Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2006-FF1

Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-HE1

Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-HE3

Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2006-RM1

Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2006-RM2

Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2006-RM3

Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2006-RM4

Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2006-RM5

Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2006-SL1

MLMI Trust 2002-AFC1, Asset Backed Certificates, Series 2002-AFC1

Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2005-SL3

Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2006-HE2

Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2006-HE3

Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2006-HE4

Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2006-HE6

Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2006-SD1

Schedule II

Swap Agreement, as defined by the Pooling and Servicing Agreement for Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2006-AR1

Swap Agreement, as defined by the Pooling and Servicing Agreement for Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2006-MLN1

Swap Agreement, as defined by the Pooling and Servicing Agreement for Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2006-WMC2

Swap Agreement, as defined by the Pooling and Servicing Agreement for Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2006-OPT1

Swap Agreement, as defined by the Pooling and Servicing Agreement for Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2006-FM1

Swap Agreement, as defined by the Pooling and Servicing Agreement for Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2006-AHL1

Swap Agreement, as defined by the Pooling and Servicing Agreement for Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2006-FF1

Swap Agreement, as defined by the Pooling and Servicing Agreement for Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-HE3

Swap Agreement, as defined by the Pooling and Servicing Agreement for Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2006-HE2

Swap Agreement, as defined by the Pooling and Servicing Agreement for Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2006-HE3

Swap Agreement, as defined by the Pooling and Servicing Agreement for Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2006-HE6

Swap Agreement, as defined by the Pooling and Servicing Agreement for Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2006-SD1

Swap Agreement, as defined by the Pooling and Servicing Agreement for Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2006-RM2

Swap Agreement, as defined by the Pooling and Servicing Agreement for Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2006-RM3

Swap Agreement, as defined by the Pooling and Servicing Agreement for Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2006-RM4

Swap Agreement, as defined by the Pooling and Servicing Agreement for Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2006-RM5

Cap Contract, as defined by the Pooling and Servicing Agreement for Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-HE3

EXHIBIT B

[S&P Ratings Confirmation Letter]

STANDARD
&POOR'S

Ratings Services
55 Water Street, 40th Floor
New York, NY 10041-0003
212 438 2000 Tel
212 438 2661 Fax

February 27, 2009

Ms. Barbara Marik
Senior Vice President
LaSalle Global Trust Services
135 South LaSalle Street, Suite 1625
Chicago, Illinois 60603

Re: Resignation of Bank of America, N.A., successor by merger to LaSalle Bank National Association ("BANA"), as Trustee for the holders of Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-HE1 (the "Trust")

Dear Ms. Marik:

This is to state that Standard & Poor's has reviewed the information regarding the resignation of BANA as Trustee for the Trust and the appointment of U.S. Bank National Association as successor trustee for the Trust (collectively, the "Transaction") and has concluded that such Transaction will not, in and of itself, result in a qualification, downgrade or withdrawal of the current ratings assigned to the Certificates issued by the Trust.

This letter will also serve to confirm that the replacement of the Trustee under the Swap Agreement will not, in and of itself, result in the downgrade, qualification, withdrawal or other modification of the then current ratings of the Certificates issued by the Trust.

This letter will also serve to confirm that the replacement of the Trustee under the Cap Contract will not result in the downgrade or withdrawal of the current ratings on the Certificates issued by the Trust.

Standard & Poor's confirmation of the ratings contained in this letter only addresses the effect of the proposed changes on the last ratings assigned by Standard & Poor's to the above-referenced obligations. Rating confirmation does not address the effect of such changes on the rights or interests of holders of the obligations under the documents or whether such changes are permitted by the terms of the documents.

The ratings are not investment, financial, or other advice and you should not and cannot rely upon the rating as such. The ratings are based on information supplied to us by you or by your agents but do not represent an audit. We undertake no duty of due diligence or independent verification of any information. The assignment of a rating does not create a fiduciary relationship between us and you or between us and other recipients of the rating. We have not consented to and will not consent to being named an "expert" under the applicable securities laws, including without limitation, Section 7 of the Securities Act of 1933. The ratings are not "market ratings" nor are they a recommendation to buy, hold, or sell the obligations.

Please be advised that this letter is expressly conditioned on the belief that the final documents executed (including without limitation opinions delivered in connection therewith) will be substantially identical to the draft documents reviewed by Standard & Poor's, or with respect to documents and opinions not yet received by Standard & Poor's, that such documents and opinions will be in customary form for a transaction of this nature.

Standard & Poor's is pleased to have the opportunity to be of service to you. For more information please visit our website at www.standardandpoors.com. If we can be of help in any other way, please contact Michael Graffeo at (212) 438-2680. Thank you for choosing Standard & Poor's and we look forward to working with you again.

Very truly yours,

Standard & Poor's Ratings Services
a division of The McGraw-Hill Companies, Inc.

Standard & Poor's /TFO

MG

BK: 44418 Pg: 181
2009 00003542
Bk: 44418 Pg: 181 Doc: CTF
Page: 1 of 1 01/16/2009 09:56 AM

usbank.
Five Star Service Guaranteed

U.S. BANK NATIONAL ASSOCIATION
ASSISTANT SECRETARY CERTIFICATE

I, Cara L. Seeley, an Assistant Secretary of U.S. Bank National Association, hereby certify that the following is a true and exact extract from the Bylaws of U.S. Bank National Association, a national banking association organized under the laws of the United States.

ARTICLE VI.
CONVEYANCES, CONTRACTS, ETC.

All transfers and conveyances of real estate, mortgages, and transfers, endorsements or assignments of stock, bonds, notes, debentures or other negotiable instruments, securities or personal property shall be signed by any elected or appointed officer.

All checks, drafts, certificates of deposit and all funds of the Association held in its own or in a fiduciary capacity may be paid out by an order, draft or check bearing the manual or facsimile signature of any elected or appointed officer of the Association.

All mortgage satisfactions, releases, all types of loan agreements, all routine transactional documents of the Association, and all other instruments not specifically provided for, whether to be executed in a fiduciary capacity or otherwise, may be signed on behalf of the Association by any elected or appointed officer thereof.

The Secretary or any Assistant Secretary of the Association or other proper officer may execute and certify that required action or authority has been given or has taken place by resolution of the Board under this Bylaw without the necessity of further action by the Board.

I further certify the following officers of U.S. Bank National Association have been duly appointed and qualified officers of the Association authorized to act under Article VI of the Bylaws of the Association.

Eve D. Kaplan, Senior Vice President
Nancie J. Arvin, Vice President
Patricia M. Child, Vice President
Sheryl Christopherson, Vice President
Jeffrey J. Emerson, Vice President
Beth A. Gloppen, Vice President
Russell D. Mosley, Vice President
Charles F. Pedersen, Vice President
Shannon M. Rantz, Vice President
Diane L. Reynolds, Vice President
Toby Robillard, Vice President
Melissa A. Rosal, Vice President
Jason Ross, Vice President
Roxanne Rouleau, Vice President
Tamara Schultz-Fugh, Vice President
Becky Warren, Vice President
Judith M. Zuzek, Vice President
Brian Giel, Asst. Vice President
Jacqueline Kellen Lee, Asst. Vice President
Derek Klein, Asst. Vice President
Rendena R. Larsen, Asst. Vice President
Julia Linian, Asst. Vice President
Michelle Moeller, Asst. Vice President
Michael D. Bengtson, Asst. Vice President
Kari Anderson, Trust Officer
Tanveer Ashraf, Trust Officer
Susan Kranz, Trust Officer
Erika Forshtay, Trust Officer
Alex Fuentes, Trust Officer
Christy Mahan, Trust Officer
Michael P. Speltz, Trust Officer
Joseph P. Wagner, Trust Officer
Trisha Willett, Trust Officer

IN WITNESS WHEREOF, I have set my hand this 24th day of November, 2008.

(No Corporate Seal)

Cara L. Seeley

Cara L. Seeley, Assistant Secretary

S:\affidavit\sec-certs\upper.doc

Washington County, Oregon
04/03/2009 03:25:20 PM 2009-027953
D-PA Cnt=1 Stn=29 RECORDS1
$20.00 $5.00 $11.00 - Total = $36.00

01347277200900279530040041

I, Richard Hobernicht, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, Oregon, do hereby certify that the within instrument of writing was received and recorded in the book of records of said county.

Richard Hobernicht, Director of Assessment and Taxation, Ex-Officio County Clerk

After recording return to:
Wilshire Credit Corporation
14523 SW Millikan Way, Suite 200
Beaverton, OR 97005
Attn: Title Services

Limited Power of Attorney

U.S. Bank National Association, as Successor Trustee to Bank of America, National Association, as successor by merger to LaSalle Bank National Association, a national banking association organized under the laws of the United States, as Trustee (the "Trustee") under the various Pooling and Servicing Agreements related to the securitizations listed on Exhibit A attached hereto, having its principal office located at 60 Livingston Avenue, Saint Paul, MN 55107, hereby makes, constitutes and appoints **Wilshire Credit Corporation**, having its office located at 14523 SW Millikan Way, Suite 200, Beaverton, Oregon 97005, its true and lawful attorney-in-fact, with full power and authority to sign, execute, acknowledge, deliver, file and record any instrument on its behalf and to perform such other act or acts 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 promissory notes secured thereby (the "Mortgage Notes") for which Wilshire Credit Corporation is acting as Servicer.

Without limitation, this appointment shall apply to the following enumerated transactions:

1. The modification or re-recording of a Mortgage, where said modification or re-recording is for the purpose of correcting the Mortgage to conform to the original intent of the parties 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 as insured.

2. The subordination of the lien of a Mortgage.

3. The execution of partial satisfactions/releases, partial reconveyances or the execution of requests to trustees to accomplish same.

4. With respect to a Mortgage, 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;
    b. Statements of breach of non-performance;
    c. Notices of default;
    d. Cancellations/rescissions of notices of default and/or notices of sale;
    e. The taking of a deed in lieu of foreclosure; and
    f. Such other documents and actions as may be necessary under the terms of the Mortgage or state law to expeditiously complete said transactions.

5. 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 or on real estate owned.

6. The completion of loan assumption agreements.

7. The full satisfaction/release of a Mortgage or full reconveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.

8. The assignment of any Mortgage and the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby pursuant to the requirements of the Servicing Agreement including, without limitation, by reason of a conversion or adjustable rate mortgage loan from a variable rate to a fixed rate.

9. The full assignment of a Mortgage upon payment and discharge of all sums secured thereby in conjunction with the refinancing thereof, including, without limitation, the endorsement of the related Mortgage Note.

10. The registration of loan collateral and real estate owned with municipalities, counties, states, and other governmental entities as required by law, including without limitation, the execution of documents, forms, and other instruments necessary to comply with such law and/or to preserve loan collateral and real estate owned.

11. To the extent permitted by law, the appearance in legal and administrative proceedings, actions, disputes, and matters concerning loan collateral and real estate owned, and the execution of documents necessary to effectuate such appearance, including without limitation, affidavits, pleadings, settlements, agreements, stipulations, and letters of consent.

Notwithstanding anything contained herein to the contrary, Wilshire Credit Corporation shall not, without the Trustee's written consent, and such consent shall not be unreasonably withheld: (i) initiate any action, suit or proceeding directly relating to the servicing of a Mortgage Loan solely under the Trustee's name without indicating Wilshire Credit Corporation in its applicable, representative capacity, so long as the jurisdictional and procedural rules will allow for this insertion to occur, (ii) initiate any action, suit or proceeding not directly relating to the servicing of a Mortgage Loan (including but not limited to actions, suits or proceedings against Certificateholders, or against the Depositor or any Mortgage Loan Seller for breaches of representations and warranties) solely under the Trustee's name, (iii) engage counsel to represent the Trustee in any action, suit or proceeding not directly relating to the servicing of a Mortgage Loan (including but not limited to actions, suits or proceedings against Certificateholders, or against the Depositor or any Mortgage Loan Seller for breaches of representations and warranties), or (iv) prepare, execute or deliver any government filings, forms, permits, registrations or other documents or take any action with the intent to cause, and that actually causes, the Trustee to be registered to do business in any state.

The undersigned gives Wilshire Credit Corporation 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.

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 has not been revoked unless an instrument of revocation has been made in writing by the undersigned.

This Limited Power of Attorney shall be effective as of the 31st day of March, 2009.

The Trustee shall be entitled to indemnification under this Limited Power of Attorney to the extent provided by the Servicer in, and subject to the terms of, the Pooling and Servicing Agreement.

Witness my hand and seal this 31st day of March, 2009.

NO CORPORATE SEAL

U.S. Bank National Association, as Successor Trustee to Bank of America, National Association, as successor by merger to LaSalle Bank National Association, as Trustee

WITNESS Susan Kranz

By: Diane L. Reynolds Vice President

WITNESS Erin Sandstrom

By: Brian Giel Assistant Vice President

FOR CORPORATE ACKNOWLEDGMENT

State of Minnesota

County of Ramsey

On this 31st day of March, 2009, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Diane L. Reynolds and Brian Giel, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as Vice President and Assistant Vice President of U.S. Bank National Association, a national banking association, and known to me to be the person who executed the within instrument on behalf of the national banking association therein named, and acknowledge to me that such national banking association executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

Signature
Charles L. Martens

(NOTARY SEAL)

My commission expires: 01/31/2012

CHARLES L. MARTENS
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2012

Exhibit A

432	MLMI 2005-SL3	U.S. Bank National Association, as Successor Trustee to Bank of America, National Association, as successor by merger to LaSalle Bank National Association as Trustee for the MLMI Trust Series 2005-SL3
436	MLMI 2006-SL1	U.S. Bank National Association, as Successor Trustee to Bank of America, National Association, as successor by merger to LaSalle Bank National Association as Trustee for the MLMI Trust Series 2006-SL1
636	MLMI 2006-RM1	U.S. Bank National Association, as Successor Trustee to Bank of America, National Association, as successor by merger to LaSalle Bank National Association as Trustee for MLMI Trust Series 2006-RM1
637	MLMI 2006-WMC2	U.S. Bank National Association, as Successor Trustee to Bank of America, National Association, as successor by merger to LaSalle Bank, N.A. as Trustee for the MLMI Trust Series 2006-WMC2
639	MLMI 2006 HE2	U.S. Bank National Association, as Successor Trustee to Bank of America, National Association, as successor by merger to LaSalle Bank, N.A. as Trustee for the MLMI Trust Series 2006-HE2
643	MLMI 2006-AR1	U.S. Bank National Association, as Successor Trustee to Bank of America, National Association, as successor by merger to LaSalle Bank, N.A. as Trustee for the MLMI Trust Series 2006-AR1
652	MLMI 2006-RM2	U.S. Bank National Association, as Successor Trustee to Bank of America, National Association, as successor by merger to LaSalle Bank, N.A. as Trustee for the MLMI Trust Series 2006-RM2
657	MLMI 2006-AHL1	U.S. Bank National Association, as Successor Trustee to Bank of America, National Association, as successor by merger to LaSalle Bank, N.A. as Trustee for the MLMI Trust Series 2006-AHL1
659	MLMI 2006-HE3	U.S. Bank National Association, as Successor Trustee to Bank of America, National Association, as successor by merger to LaSalle Bank, N.A. as Trustee for the MLMI Trust Series 2006-HE3
660	MLMI 2006-FM1	U.S. Bank National Association, as Successor Trustee to Bank of America, National Association, as successor by merger to LaSalle Bank, N.A. as Trustee for the MLMI Trust Series 2006-FM1
669	MLMI 2006-HE4	U.S. Bank National Association, as Successor Trustee to Bank of America, National Association, as successor by merger to LaSalle Bank, N.A. as Trustee for the MLMI Trust Series 2006-HE4
674	MLMI 2006-SD1	U.S. Bank National Association, as Successor Trustee to Bank of America, National Association, as successor by merger to LaSalle Bank, N.A. as Trustee for the MLMI Trust Series 2006-SD1
679	MLMI 2006-MLN1	U.S. Bank National Association, as Successor Trustee to Bank of America, National Association, as successor by merger to LaSalle Bank, N.A. as Trustee for the MLMI Trust Series 2006-MLN1
680	MLMI 2006-RM4	U.S. Bank National Association, as Successor Trustee to Bank of America, National Association, as successor by merger to LaSalle Bank, N.A. as Trustee for the MLMI Trust Series 2006-RM4
685	MLMI 2006-RM5	U.S. Bank National Association, as Successor Trustee to Bank of America, National Association, as successor by merger to LaSalle Bank, N.A. as Trustee for the MLMI Trust Series 2006-RM5
689	MLMI 2006-HE6	U.S. Bank National Association, as Successor Trustee to Bank of America, National Association, as successor by merger to LaSalle Bank, N.A. as Trustee for the MLMI Trust Series 2006-HE6
1502	MLMI 2007-HE1	U.S. Bank National Association, as Successor Trustee to Bank of America, National Association, as successor by merger to LaSalle Bank, N.A. as Trustee for the MLMI Trust Series 2007-HE1
1504	MLMI 2007-SD1	U.S. Bank National Association, as Successor Trustee to Bank of America, National Association, as successor by merger to LaSalle Bank, N.A. as Trustee for the MLMI Trust Series 2007-SD1
1508	MLMI 2007-HE3	U.S. Bank National Association, as Successor Trustee to Bank of America, National Association, as successor by merger to LaSalle Bank, N.A. as Trustee for the MLMI Trust Series 2007-HE3

CLERK * ASSESSOR * TAX COLLECTOR * WASHINGTON COUNTY, OREGON

I, ***Richard W. Hobernicht,*** Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, do hereby certify this to be a true and correct copy of the original.

Date: April 3, 2009

By: _____