SECURITIES AND EXCHANGE COMMISSION

FORM 8-K

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Deutsche Alt-A Securities Mortgage Loan Trust, Series 2007-AR3

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Mailing Address 31 WEST 52ND STREET NEW YORK NY 10019

UNITED STATES

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

PURSUANT TO SECTION 13 OR 15 (d)

OF THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (date of earliest event reported)
June 7, 2007

DEUTSCHE ALT-A SECURITIES MORTGAGE LOAN TRUST, SERIES 2007-AR3

(Exact name of Issuing Entity as specified in its charter)

DEUTSCHE ALT-A SECURITIES, INC.

(Exact name of Depositor as specified in its charter)

DB STRUCTURED PRODUCTS, INC.

(Exact name of Sponsor as specified in its charter)

DEUTSCHE ALT-A SECURITIES, INC.

(Exact name of Registrant as specified in its charter)

<u>Delaware</u>	<u>333-131</u>	<u>600-19</u>	<u>35-2184183</u>	<u>3</u>
(State or other juris	diction (Comm	ission	(IRS Employ	er
of incorporation	on) File Nu	mber)	ID Number))
60 YY	v 11 G			
	Vall Street			
New York, I	New York 10005		10005	
(Address of princip	al executive offices)		(Zip Code)	
Registrant's Teleph	one Number,	(212) 250-25	00	
including area code				
\mathcal{E}		No Change		
(Former name or former a		ince last report)	
,	r officer flame of former a	daress, ir changed s	mee last report)	
	appropriate box below if registrant under any of the	•		eously satisfy the filing
[]	Written communic 230.425)	ations pursuant to Ru	ule 425 under the Secu	urities Act (17 CFR
[]	Soliciting material 240.14a-12)	pursuant to Rule 14	4a-12 under the Exch	ange Act (17 CFR
[]	Pre-commencement Exchange Act (17 CFR 24		pursuant to Rule 14	4d-2(d) under the

[] Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

<u>Section 1</u> - <u>Registrant's Business and Operations</u>

<u>Item 1.01</u> - <u>Entry into a Material Definitive Agreement.</u>

See Item 6.02 below.

<u>Item 1.02</u> - <u>Termination of a Material Definitive Agreement</u>

Pursuant to the deboarding agreement, dated as of June 1, 2007, by and between DB Structured Products, Inc. ("DBSP") and Ocwen Loan Servicing, LLC ("Ocwen"), DBSP and Ocwen have agreed to terminate the Interim Servicing and Servicing Rights Purchase Agreement, dated as of February 1, 2004 as amended by Amendment Number One, dated June 30, 2004, by and among DBSP, Ocwen Financial Corporation and Ocwen, as modified in accordance with the terms of an assignment, assumption and recognition agreement, dated as of April 30, 2007, among DBSP, as assignor, Deutsche Alt-A Securities, Inc. (the "Depositor"), as assignee and Ocwen, with respect to the certain mortgage loans, effective as of June 1, 2007. Such termination agreement is attached hereto as Exhibit 99.1 below.

Pursuant to the deboarding agreement, dated as of June 1, 2007, by and between DBSP and GMAC Mortgage, LLC ("GMACM"), DBSP and GMACM have agreed to terminate the Amended and Restated Servicing Agreement, dated as of January 2, 2007, between the Assignor and the Company, as modified in accordance with the terms of an assignment, assumption and recognition agreement, dated as of April 30, 2007, among DBSP, as assignor, Deutsche Alt-A Securities, Inc. (the "Depositor"), as assignee and GMACM, with respect to the certain mortgage loans, effective as of June 1, 2007. Such termination agreement is attached hereto as Exhibit 99.2 below.

Pursuant to the termination agreement, dated as of June 1, 2007, by and between DBSP and Countrywide Home Loans Servicing LP ("CHLS"), DBSP and CHLS have agreed to terminate the Mortgage Loan Servicing Rights Purchase and Servicing Agreement, dated as of September 1, 2005, as amended by amendements dated as of August 31, 2006 and February 26, 2007, by and between DBSP, CHLS and Countrywide Home Loans, Inc., as modified in accordance with the terms of an assignment, assumption and recognition agreement, dated as of April 30, 2007, among DBSP, as assignor, Deutsche Alt-A Securities, Inc. (the "Depositor"), as assignee and CHLS, with respect to the certain mortgage loans, effective as of June 1, 2007. Such termination agreement is attached hereto as Exhibit 99.3 below.

Pursuant to the termination agreement, dated as of June 1, 2007, by and between DBSP and Countrywide Home Loans Servicing LP ("CHLS"), DBSP and CHLS have agreed to terminate the Flow Servicing Agreement, dated as of June 30, 2006, by and between DBSP and CHLS, as modified by that certain Commitment Letter, dated April 30, 2007, between DBSP and CHLS and modified in accordance with the terms of an assignment, assumption and recognition agreement dated as of April 30, 2007 among DBSP as assignor, Deutsche Alt-A Securities, Inc., as assignee, Countrywide Home Loans, Inc., as company, and CHLS and acknowledged and agreed to by Wells Fargo Bank, N.A., as master servicer, with respect to the certain mortgage loans, effective as of June 1, 2007. Such termination agreement is attached hereto as Exhibit 99.4 below.

Section 6 - Asset-Backed Securities

Item 6.02 - Change in Servicer or Trustee.

CHLS, has agreed to service certain residential mortgage loans, effective as of June 1, 2007, for the benefit of HSBC Bank USA, National Association, as trustee (the "Trustee") pursuant to the provisions of that certain Mortgage Loan Servicing Rights Purchase and Servicing Agreement, dated as of September 1, 2005 (attached hereto as Exhibit 99.5) by and among DBSP, Countrywide Home Loans, Inc. and CHLS, as amended by Amendment One to the Mortgage Loan Servicing Rights Purchase and Servicing Agreement dated as of August 31, 2006 (attached hereto as

Exhibit 99.6) by and among DBSP, Countrywide Home Loans, Inc. and CHLS, as amended by Amendment Two to the Mortgage Loan Servicing Rights Purchase and Servicing Agreement dated as of February 26, 2007 (attached hereto as Exhibit 99.7) by and among DBSP, Countrywide Home Loans, Inc. and CHLS as modified in accordance with the terms of servicing agreement dated as of June 1, 2007 (attached hereto as Exhibit 99.8), between CHLS and the Trustee and acknowledged and agreed to by the Depositor, DBSP as seller, and Wells Fargo Bank, N.A. as master servicer and securities administrator. The related mortgage loans were previously serviced for the benefit of the Trustee by Ocwen.

CHLS, has agreed to service certain residential mortgage loans, effective as of June 1, 2007, for the benefit of the Trustee pursuant to the provisions of that certain Mortgage Loan Servicing Rights Purchase and Servicing Agreement, dated as of September 1, 2005 (attached hereto as Exhibit 99.5) by and among DBSP, Countrywide Home Loans, Inc. and CHLS, as amended by Amendment One to the Mortgage Loan Servicing Rights Purchase and Servicing Agreement dated as of August 31, 2006 (attached hereto as Exhibit 99.6) by and among DBSP, Countrywide Home Loans, Inc. and CHLS, as amended by Amendment Two to the Mortgage Loan Servicing Rights Purchase and Servicing Agreement dated as of February 26, 2007 (attached hereto as Exhibit 99.7) by and among DBSP, Countrywide Home Loans, Inc. and CHLS as modified in accordance with the terms of servicing agreement dated as of June 1, 2007 (attached hereto as Exhibit 99.9), between CHLS and the Trustee and acknowledged and agreed to by the Depositor, DBSP as seller, and Wells Fargo Bank, N.A. as master servicer and securities administrator. The related mortgage loans were previously serviced for the benefit of the Trustee by GMACM.

Wells Fargo Bank, N.A. ("Wells Fargo"), has agreed to service certain residential mortgage loans, effective as of June 1, 2007, for the benefit of the Trustee pursuant to the provisions of that certain Servicing Agreement, dated as of December 1, 2005, (attached hereto as Exhibit 99.10) among DBSP and Wells Fargo as modified in accordance with the terms of servicing agreement dated as of June 1, 2007 (attached hereto as Exhibit 99.11), between Wells Fargo and the Trustee and acknowledged and agreed to by the Depositor, DBSP as seller, and Wells Fargo Bank, N.A. as master servicer and securities administrator. The related mortgage loans were previously serviced for the benefit of the Trustee by Ocwen.

Wells Fargo, has agreed to service certain residential mortgage loans, effective as of June 1, 2007, for the benefit of the Trustee pursuant to the provisions of that certain Servicing Agreement, dated as of December 1, 2005, (attached hereto as Exhibit 99.10) among DBSP and Wells Fargo as modified in accordance with the terms of servicing agreement dated as of June 1, 2007 (attached hereto as Exhibit 99.12), between Wells Fargo and the Trustee and acknowledged and agreed to by the Depositor, DBSP as seller, and Wells Fargo Bank, N.A. as master servicer and securities administrator. The related mortgage loans were previously serviced for the benefit of the Trustee by GMACM.

Wells Fargo, has agreed to service certain residential mortgage loans, effective as of June 1, 2007, for the benefit of the "Trustee pursuant to the provisions of that certain Servicing Agreement, dated as of December 1, 2005, (attached hereto as Exhibit 99.10) among DBSP and Wells Fargo as modified in accordance with the terms of servicing agreement dated as of June 1, 2007 (attached hereto as Exhibit 99.13), between Wells Fargo and the Trustee and acknowledged and agreed to by Deutsche Alt-A Securities, Inc. as depositor, DBSP as seller, and Wells Fargo Bank, N.A. as master servicer and securities administrator. The related mortgage loans were previously serviced for the benefit of the Trustee by CHLS.

WELLS FARGO BANK, N.A. SERVICER DISCLOSURE

Servicing Experience and Procedures of Wells Fargo Bank

Servicing Experience

Wells Fargo Bank, N.A. ("Wells Fargo Bank") is an indirect, wholly-owned subsidiary of Wells Fargo & Company. Wells Fargo Bank is a national banking association and is engaged in a wide range of activities typical of a national bank. Wells Fargo Bank, including its predecessors, has many years of experience in servicing residential mortgage loans, commercial mortgage loans, auto loans, home equity loans, credit card receivables and student loans. Wells Fargo Bank, including its predecessors, has been servicing residential mortgage loans since 1974. These servicing activities, which include collections, loss mitigation, default reporting, bankruptcy, foreclosure and REO Property

management, are handled at various Wells Fargo Bank locations including Frederick, Maryland, Fort Mill, South Carolina and other mortgage loan servicing centers. As of the date hereof, Wells Fargo Bank has not failed to make any required advance with respect to any issuance of residential mortgage backed securities.

Wells Fargo Bank's servicing portfolio of residential mortgage loans (which includes Alt-A Prime Fixed Rate Loans, Alt-A Prime Adjustable Rate Loan, Alt-A Minus Fixed Rate Loans and Alt-A Minus Adjustable Rate Loans as well as other types of residential mortgage loans serviced by Wells Fargo Bank) has grown from approximately \$450 billion as of the end of 2000 to approximately \$1.37 trillion as of the end of 2006.

Wells Fargo Bank currently services Alt-A Prime Mortgage Loans in the same manner as it services mortgage loans originated pursuant to its "prime" underwriting guidelines. The table below sets forth for each of the dates indicated the number and aggregate unpaid principal balance of first lien, non-subprime, residential mortgage loans serviced by Wells Fargo Bank (other than any mortgage loans serviced for Fannie Mae or Freddie Mac and certain mortgage loans serviced for the Federal Home Loan Banks, mortgage loans insured or guaranteed by the Government National Mortgage Association, Federal Housing Administration or Department of Veterans Affairs or mortgage loans with respect to which Wells Fargo Bank has acquired the servicing rights, acts as subservicer, or acts as special servicer):

As	of	As	of	As	of
December	31, 2004(1)	December	31, 2005(1)	December	31, 2006(2)
	Aggregate Unpaid		Aggregate Unpaid		Aggregate
]	Principal Balance of		Principal		Unpaid Principal
No. of Loans	Loans	No. of Loans	Balance of Loans	No. of Loans	Balance of Loans
498,174	\$166,028,382,042	634,103	\$229,014,862,911	646,723	\$258,646,782,192

⁽¹⁾ Includes mortgage loans originated pursuant to Wells Fargo Bank's underwriting guidelines for Alt-A Minus Mortgage Loans.

Wells Fargo Bank currently services Alt-A Minus Mortgage Loans in the same manner as it services first lien mortgage loans originated pursuant to its "subprime" underwriting guidelines (such mortgage loans, "Subprime First Lien Loans") and second lien mortgage loans originated pursuant to its "subprime" underwriting guidelines (such mortgage loans, "Subprime Second Lien Loans"). The table below sets forth for each of the dates indicated the number and aggregate unpaid principal balance of Subprime First Lien Loans, Subprime Second Lien Loans and Alt-A Minus Mortgage Loans serviced by Wells Fargo Bank (other than any mortgage loans serviced for Fannie Mae or Freddie Mac and certain mortgage loans serviced for the Federal Home Loan Banks, mortgage loans insured or guaranteed by the Government National Mortgage Association, Federal Housing Administration or Department of Veterans Affairs or mortgage loans with respect to which Wells Fargo Bank has acquired the servicing rights, acts as subservicer, or acts as special servicer):

	_Dece	As of mber 31, 2004	Dece	As of ember 31, 2005	_Dece	As of mber 31, 2006
Asset Type	No. of Loans	Aggregate Original Principal Balance of <u>Loans</u>	No. of Loans	Aggregate Original Principal Balance of <u>Loans</u>	No. of Loans	Aggregate Original Principal Balance of <u>Loans</u>
Subprime First Lien Loans	134,893	\$19,592,490,281	173,411	\$26,214,367,714	190,395	\$29,252,542,517
Subprime Second Lien Loans	*	*	9,116	353,218,934	18,483	711,917,795
Alt-A Minus Mortgage Loans**	-	_	_	_	62,351	11,088,435,185

^{*} Wells Fargo Bank did not have a material servicing portfolio of Subprime Second Lien Loans as of the dates indicated.

Servicing Procedures

Shortly after the funding of a loan, various types of loan information are loaded into Wells Fargo Bank's automated loan servicing system. Wells Fargo Bank then makes reasonable efforts to collect all payments called for under the Mortgage Loan documents and will, consistent with the applicable servicing agreement and any pool insurance policy, primary mortgage insurance policy, bankruptcy bond or alternative arrangements, follow such collection procedures as are customary with respect to loans that are comparable to the Mortgage Loans. Wells Fargo Bank may, in its discretion, (i) waive any assumption fee, late payment or other charge in connection with a Mortgage Loan and (ii) to the extent not inconsistent with the coverage of such Mortgage Loan by a pool insurance policy, primary mortgage insurance policy, bankruptcy bond or alternative arrangements, if applicable, waive, vary or modify any term of any Mortgage Loan or consent to the postponement of strict compliance with any such term or in any matter grant indulgence to any borrower, subject to the limitations set forth in the applicable servicing agreement.

Wells Fargo Bank's collections policy is designed to identify payment problems sufficiently early to permit Wells Fargo Bank to address such delinquency problems and, when necessary, to act to preserve equity in a pre-foreclosure Mortgaged Property. Borrowers are billed on a monthly basis in advance of the due date. If a borrower attempts to use Wells Fargo Bank's Voice Response Unit ("VRU") to obtain loan information on or after a date on which a late charge is due, the VRU automatically transfers the call to the collection area. Collection

⁽²⁾ Excludes mortgage loans originated pursuant to Wells Fargo Bank's underwriting guidelines for Alt-A Minus Mortgage Loans.

^{**} Prior to 2006, Wells Fargo Bank included Alt-A Minus Mortgage Loans in its servicing portfolio of non-subprime mortgage loans as described in the preceding table.

procedures commence upon identification of a past due account by Wells Fargo Bank's automated servicing system. If timely payment is not received, Wells Fargo Bank's automated loan servicing system automatically places the Mortgage Loan in the assigned collection queue and collection procedures are generally initiated on the 16th day of delinquency. The account remains in the queue unless and until a payment is received, at which point Wells Fargo Bank's automated loan servicing system automatically removes the Mortgage Loan from that collection queue.

When a Mortgage Loan appears in a collection queue, a collector will telephone to remind the borrower that a payment is due. Follow-up telephone contacts with the borrower are attempted until the account is current or other payment arrangements have been made. When contact is made with a delinquent borrower, collectors present such borrower with alternative payment methods, such as Western Union, Phone Pay and Quick Collect, in order to expedite payments. Standard form letters are utilized when attempts to reach the borrower by telephone fail and/or in some circumstances, to supplement the phone contacts. Company collectors have computer access to telephone numbers, payment histories, loan information and all past collection notes. Wells Fargo Bank supplements the collectors' efforts with advanced technology such as predictive dialers and statistical behavioral software used to determine the optimal times to call a particular customer. Additionally, collectors may attempt to mitigate losses through the use of behavioral or other models that are designed to assist in identifying workout options in the early stages of delinquency. For those loans in which collection efforts have been exhausted without success, Wells Fargo Bank determines whether foreclosure proceedings are appropriate. The course of action elected with respect to a delinquent Mortgage Loan generally will be guided by a number of factors, including the related borrower's payment history, ability and willingness to pay, the condition and occupancy of the Mortgaged Property, the amount of borrower equity in the Mortgaged Property and whether there are any junior liens.

Regulations and practices regarding the liquidation of properties (e.g., foreclosure) and the rights of a borrower in default vary greatly from state to state. As such, all foreclosures are assigned to outside counsel, licensed to practice in the same state as the Mortgaged Property. Bankruptcies filed by borrowers are similarly assigned to appropriate local counsel. Communication with foreclosure and bankruptcy attorneys is maintained through the use of a software program, thus reducing the need for phone calls and faxes and simultaneously creating a permanent record of communication. Attorney timeline performance is managed using quarterly report cards. The status of foreclosures and bankruptcies is monitored by Wells Fargo Bank through its use of such software system. Bankruptcy filing and release information is received electronically from a third-party notification vendor.

Prior to a foreclosure sale, Wells Fargo Bank performs a market value analysis. This analysis includes: (i) a current valuation of the Mortgaged Property obtained through a drive-by appraisal or broker's price opinion conducted by an independent appraiser and/or a broker from a network of real estate brokers, complete with a description of the condition of the Mortgaged Property, as well as other information such as recent price lists of comparable properties, recent closed comparables, estimated marketing time and required or suggested repairs, and an estimate of the sales price; (ii) an evaluation of the amount owed, if any, for real estate taxes; and (iii) estimated carrying costs, brokers' fees, repair costs and other related costs associated with real estate owned properties. Wells Fargo Bank bases the amount it will bid at foreclosure sales on this analysis.

If Wells Fargo Bank acquires title to a property at a foreclosure sale or otherwise, it obtains an estimate of the sale price of the property and then hires one or more real estate brokers to begin marketing the property. If the Mortgaged Property is not vacant when acquired, local eviction attorneys are hired to commence eviction proceedings and/or negotiations are held with occupants in an attempt to get them to vacate without incurring the additional time and cost of eviction. Repairs are performed if it is determined that they will increase the net liquidation proceeds, taking into consideration the cost of repairs, the carrying costs during the repair period and the marketability of the property both before and after the repairs.

Wells Fargo Bank's loan servicing software also tracks and maintains tax and homeowners' insurance information and tax and insurance escrow information. Expiration reports are generated periodically listing all policies scheduled to expire. When policies lapse, a letter is automatically generated and issued advising the borrower of such lapse and notifying the borrower that Wells Fargo Bank will obtain lender-placed insurance at the borrower's expense.

Wells Fargo Bank, in its capacity as servicer, has delivered its 2006 assessment of compliance under Item 1122 of Regulation AB. In its assessment, Wells Fargo Bank reported that it had complied, in all material respects, with the applicable servicing criteria set forth in Item 1122(d) of Regulation AB as of and for the year ended December 31, 2006 with respect to the primary servicing of residential mortgage loans by its Wells Fargo Home Mortgage Division, except for the following:

- (i) For certain loans originated by third parties and sub-serviced by Wells Fargo Bank or for which servicing rights were acquired on a bulk-acquisition basis, Wells Fargo Bank determined it provided incomplete data to some third parties who use such data to calculate delinquency ratios and determine the status of loans with respect to bankruptcy, foreclosure or real estate owned. The incomplete reporting only affected securitizations that included delinquent loans. Instead of the actual due date being provided for use in calculating delinquencies, the date of the first payment due to the security was provided. Wells Fargo Bank subsequently included additional data in the monthly remittance reports, providing the actual borrower due date and unpaid principal balance, together with instructions to use these new fields if such monthly remittance reports are used to calculate delinquency ratios.
- (ii) Wells Fargo Bank determined that, as required by certain servicing agreements, it did not provide mortgage loan purchasers with prior notifications of intent to foreclose. While mortgage loan purchasers received monthly delinquency status reports that listed loans in foreclosure, such reports were received after such loans had been referred to an attorney. A new process

is being implemented to send such notifications if contractually required, unless an mortgage loan purchaser opts out in writing.

Section 9 - Financial Statements and Exhibits

Item 9.01. Financial Statements and Exhibits.

Exhibits:

Exhibit No.	Description
99.1	Deboarding agreement, dated as of June 1, 2007, by and between DBSP and Ocwen.
99.2	Deboarding agreement, dated as of June 1, 2007, by and between DBSP and GMACM.
99.3	Termination agreement, dated as of June 1, 2007, by and between DBSP and CHLS.
99.4	Termination agreement, dated as of June 1, 2007, by and between DBSP and CHLS.
99.5	Mortgage Loan Servicing Rights Purchase and Servicing Agreement, dated as of September 1, 2005 by and among DBSP, Countrywide Home Loans, Inc. and CHLS.*
99.6	Amendment One to the Mortgage Loan Servicing Rights Purchase and Servicing Agreement dated as of August 31, 2006 by and among DBSP, Countrywide Home Loans, Inc. and CHLS.
99.7	Amendment Two to the Mortgage Loan Servicing Rights Purchase and Servicing Agreement dated as of February 26, 2007 by and among DBSP, Countrywide Home Loans, Inc. and CHLS.*
99.8	Servicing agreement dated as of June 1, 2007, between CHLS and the Trustee and acknowledged and agreed to by Deutsche Alt-A Securities, Inc. as depositor, DBSP as seller, and Wells Fargo Bank, N.A. as master servicer and securities administrator.
99.9	Servicing agreement dated as of June 1, 2007, between CHLS and the Trustee and acknowledged and agreed to by Deutsche Alt-A Securities, Inc. as depositor, DBSP as seller, and Wells Fargo Bank, N.A. as master servicer and securities administrator.
99.10	Servicing Agreement, dated as of December 1, 2005, among DBSP and Wells Fargo.**
99.11	Servicing agreement dated as of June 1, 2007, between Wells Fargo and the Trustee and acknowledged and agreed to by Deutsche Alt-A Securities, Inc. as depositor, DBSP as seller, and Wells Fargo Bank, N.A. as master servicer and securities administrator.
99.12	Servicing agreement dated as of June 1, 2007, between Wells Fargo and the Trustee and acknowledged and agreed to by Deutsche Alt-A Securities, Inc. as depositor, DBSP as seller, and Wells Fargo Bank, N.A. as master servicer and securities administrator.
99.13	Servicing agreement dated as of June 1, 2007, between Wells Fargo and the Trustee and acknowledged and agreed to by Deutsche Alt-A Securities, Inc. as depositor, DBSP as seller, and Wells Fargo Bank, N.A. as master servicer and securities administrator.
*	Incorporated herein by reference to the Form 8-K filed with the SEC on May 15, 2007. Incorporated herein by reference to the Form 8-K filed with the SEC on July 17, 2006.



SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

DEUTSCHE ALT-A SECURITIES, INC.

By: /s/ Rika Yano Name: Rika Yano Title: Vice President

By: <u>/s/ Susan Valenti</u> Name: Susan Valenti Title: Director

Dated: June 7, 2007

Exhibit No.	Description
99.1	Deboarding agreement, dated as of June 1, 2007, by and between DBSP and Ocwen.
99.2	Deboarding agreement, dated as of June 1, 2007, by and between DBSP and GMACM.
99.3	Termination agreement, dated as of June 1, 2007, by and between DBSP and CHLS.
99.4	Termination agreement, dated as of June 1, 2007, by and between DBSP and CHLS.
99.5	Mortgage Loan Servicing Rights Purchase and Servicing Agreement, dated as of September 1, 2005 by and among DBSP, Countrywide Home Loans, Inc. and CHLS.*
99.6	Amendment One to the Mortgage Loan Servicing Rights Purchase and Servicing Agreement dated as of August 31, 2006 by and among DBSP, Countrywide Home Loans, Inc. and CHLS.
99.7	Amendment Two to the Mortgage Loan Servicing Rights Purchase and Servicing Agreement dated as of February 26, 2007 by and among DBSP, Countrywide Home Loans, Inc. and CHLS.*
99.8	Servicing agreement dated as of June 1, 2007, between CHLS and the Trustee and acknowledged and agreed to by Deutsche Alt-A Securities, Inc. as depositor, DBSP as seller, and Wells Fargo Bank, N.A. as master servicer and securities administrator.
99.9	Servicing agreement dated as of June 1, 2007, between CHLS and the Trustee and acknowledged and agreed to by Deutsche Alt-A Securities, Inc. as depositor, DBSP as seller, and Wells Fargo Bank, N.A. as master servicer and securities administrator.
99.10	Servicing Agreement, dated as of December 1, 2005, among DBSP and Wells Fargo.**
99.11	Servicing agreement dated as of June 1, 2007, between Wells Fargo and the Trustee and acknowledged and agreed to by Deutsche Alt-A Securities, Inc. as depositor, DBSP as seller, and Wells Fargo Bank, N.A. as master servicer and securities administrator.
99.12	Servicing agreement dated as of June 1, 2007, between Wells Fargo and the Trustee and acknowledged and agreed to by Deutsche Alt-A Securities, Inc. as depositor, DBSP as seller, and Wells Fargo Bank, N.A. as master servicer and securities administrator.
99.13	Servicing agreement dated as of June 1, 2007, between Wells Fargo and the Trustee and acknowledged and agreed to by Deutsche Alt-A Securities, Inc. as depositor, DBSP as seller, and Wells Fargo Bank, N.A. as master servicer and securities administrator.
* **	Incorporated herein by reference to the Form 8-K filed with the SEC on May 15, 2007. Incorporated herein by reference to the Form 8-K filed with the SEC on July 17, 2006.

DEBOARDING AGREEMENT

This DEBOARDING AGREEMENT (this "<u>Agreement</u>"), dated as of June 1, 2007, is by and between DB Structured Products, Inc. ("<u>DBSP</u>") and Ocwen Loan Servicing, LLC (the "Servicer").

RECITALS

WHEREAS, the Servicer is currently servicing the Subject Mortgage Loans for the benefit of Deutsche Alt-A Securities Mortgage Loan Trust, Series 2007-AR3 pursuant to the certain interim servicing and servicing rights purchase agreement, dated as of Febraury 1, 2004, as amended by the amendement dated as of June 30, 2004 (collectively, the "Ocwen Servicing Agreement") by and between DBSP, Ocwen Financial Corporation and Ocwen Federal Bank F.S.B. and modified in accordance with the terms of an assignment, assumption and recognition agreement dated as of April 30, among DBSP as assignor, Deutsche Alt-A Securities, Inc., as assignee, and the Servicer and acknowledged and agreed to by Wells Fargo Bank, N.A., as master servicer;

WHEREAS, Section 10.01(a) of the Ocwen Servicing Agreement provides that the Ocwen Servicing Agreement may be terminated by DBSP, at its sole option with respect to the Subject Mortgage Loans, without cause, in writing;

WHEREAS, DBSP desires to terminate the Ocwen Servicing Agreement with respect to the Subject Mortgage Loans;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto do hereby agree as follows:

Section 1. <u>Defined Terms</u>. All capitalized terms used in this Agreement that are not defined herein are used with the meanings given to such terms in the Ocwen Servicing Agreement. In addition, the following terms shall have the meanings specified below when used in this Agreement:

"Termination Effective Date" shall mean June 1, 2007.

"Subject Mortgage Loan" means a Mortgage Loan listed on Exhibit A to this Agreement.

- Section 2. <u>Termination</u>. DBSP hereby terminates the Ocwen Servicing Agreement, pursuant to Section 10.01(a) thereof, with respect to the Subject Mortgage Loans, effective as of the Termination Effective Date. DBSP and Ocwen hereby agree that the terms of Section 10.01(a) shall apply to the termination of the Ocwen Servicing Agreement with respect to the Subject Mortgage Loans; provided that the Servicer waives the 60 days prior written notice of termination requirement as described in Section 10.01(a).
- Section 3. <u>Costs</u>. Each party will pay all costs and expenses incurred by it in connection with the negotiation and execution and delivery of this Agreement, including, without, limitation the fees, costs and expenses of its counsel.
- Section 4. <u>Governing law</u>. This instrument shall be governed by, and construed in accordance with, the laws of the State of New York, without reference to its conflict of laws provisions (other than Section 5-1401 of the New York General Obligations Law), and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with such laws.
- Section 5. <u>Counterparts</u>. This Agreement may be executed in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall constitute but one and the same instrument.
- Section 6. <u>Amendments</u>. No term or provision of this Agreement may be waived or modified unless such waiver or modification is in writing and signed by the party against whom such waiver or modification is sought to be enforced.

Section 7. Effectiveness. This Assessment shall become effective on the Termination Effective Date often
Section 7. <u>Effectiveness</u> . This Agreement shall become effective on the Termination Effective Date after
it has been duly executed and delivered by the parties hereto and the Servicer shall have received the applicable
Deboarding Fees by wire transfer of immediately available funds. This Agreement shall bind and inure to the
benefit of the successors and assigns of the parties hereto.

[Signature Page Follows]

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

DB STRUCTURED PRODUCTS, INC.,

Seller

By: /s/ Ernest Calabrese

Its: Director

By: /s/ Rika Yano
Its: Vice President

OCWEN LOAN SERVICING, LLC,

Servicer

By: <u>/s/ Richard Delgado</u> Name: Richard Delgado

Title: Authorized Representative

[Signature Page to Deboarding Agreement]

Exhibit A Subject Mortgage Loans [On File]

DEBOARDING AGREEMENT

This DEBOARDING AGREEMENT (this "<u>Agreement</u>"), dated as of June 1, 2007, is by and between DB Structured Products, Inc. ("<u>DBSP</u>") and GMAC Mortgage, LLC (the "Servicer").

RECITALS

WHEREAS, the Servicer is currently servicing the Subject Mortgage Loans for the benefit of Deutsche Alt-A Securities Mortgage Loan Trust, Series 2007-AR3 pursuant to the servicing agreement dated as of January 2, 2007 (the "GMAC Servicing Agreement") by and between DBSP and the Servicer and modified in accordance with the terms of the assignment, assumption and recognition agreements dated as of April 30, 2007, among DBSP as assignor, Deutsche Alt-A Securities, Inc., as assignee, and the Servicer and acknowledged and agreed to by the Wells Fargo Bank, N.A., as master servicer;

- WHEREAS, Section 6.01(b) of the GMAC Servicing Agreement provides that the GMAC Servicing Agreement may be terminated by DBSP, at its sole option with respect to the Subject Mortgage Loans, without cause, in writing;
- WHEREAS, DBSP desires to terminate the GMAC Servicing Agreement with respect to the Subject Mortgage Loans;
- NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto do hereby agree as follows:
- Section 1. <u>Defined Terms</u>. All capitalized terms used in this Agreement that are not defined herein are used with the meanings given to such terms in the GMAC Servicing Agreement. In addition, the following terms shall have the meanings specified below when used in this Agreement:
 - "Termination Effective Date" shall mean June 1, 2007.
 - "Subject Mortgage Loan" means a Mortgage Loan listed on Exhibit A to this Agreement.
- Section 2. <u>Termination</u>. DBSP hereby terminates the GMAC Servicing Agreement, pursuant to Section 6.01(b) thereof, with respect to the Subject Mortgage Loans, effective as of the Termination Effective Date. DBSP and GMAC hereby agree that the terms of Section 6.01(b) shall apply to the termination of the GMAC Servicing Agreement with respect to the Subject Mortgage Loans; provided that such Section, as it applies to such termination, is hereby modified by deleting the phrase "and Termination Fee" from the third and fourth sentences.
- Section 3. <u>Costs</u>. Each party will pay all costs and expenses incurred by it in connection with the negotiation and execution and delivery of this Agreement, including, without, limitation the fees, costs and expenses of its counsel.
- Section 4. <u>Governing law</u>. This instrument shall be governed by, and construed in accordance with, the laws of the State of New York, without reference to its conflict of laws provisions (other than Section 5-1401 of the New York General Obligations Law), and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with such laws.
- Section 5. <u>Counterparts</u>. This Agreement may be executed in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall constitute but one and the same instrument.
- Section 6. <u>Amendments</u>. No term or provision of this Agreement may be waived or modified unless such waiver or modification is in writing and signed by the party against whom such waiver or modification is sought to be enforced.

[Signature Page Follows]				

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

DB STRUCTURED PRODUCTS, INC.,

Seller

/s/ Ernest Calabrese By:

Director Its:

By: /s/ Rika Yano Vice President Its:

GMAC MORTGAGE, LLC

Servicer

/s/ Wesley B. Howland Vice President By:

Its:

[Signature Page to Deboarding Agreement]

Exhibit A Subject Mortgage Loans [ON FILE WITH DBSP]

TERMINATION AGREEMENT

This TERMINATION AGREEMENT (this "<u>Agreement</u>"), dated as of June 1, 2007, is by and between DB Structured Products, Inc. ("<u>DBSP</u>") and Countrywide Home Loans Servicing LP (the "Servicer").

RECITALS

WHEREAS, the Servicer is currently servicing the Subject Mortgage Loans for the benefit of Deutsche Alt-A Securities Mortgage Loan Trust, Series 2007-AR3 pursuant to the certain mortgage loan servicing rights purchase and servicing agreement, dated as of September 1, 2005, as amended by amendements dated as of August 31, 2006 and February 26, 2007 (collectively, the "Countrywide Servicing Agreement") by and between DBSP, the Servicer and Countrywide Home Loans, Inc. and modified in accordance with the terms of an assignment, assumption and recognition agreement dated as of April 30, among DBSP as assignor, Deutsche Alt-A Securities, Inc., as assignee, Countrywide Home Loans, Inc., as company, and the Servicer and acknowledged and agreed to by Wells Fargo Bank, N.A., as master servicer;

WHEREAS, Section 8.2 of the Countrywide Servicing Agreement provides that the Countrywide Servicing Agreement may be terminated by mutual consent of DBSP and the Servicer in writing, with respect to the Subject Mortgage Loans;

WHEREAS, DBSP desires to terminate the Countrywide Servicing Agreement with respect to the Subject Mortgage Loans;

- NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto do hereby agree as follows:
- Section 1. <u>Defined Terms</u>. All capitalized terms used in this Agreement that are not defined herein are used with the meanings given to such terms in the Countrywide Servicing Agreement. In addition, the following terms shall have the meanings specified below when used in this Agreement:
 - "Termination Effective Date" shall mean June 1, 2007.
 - "Subject Mortgage Loan" means a Mortgage Loan listed on Exhibit A to this Agreement.
- Section 2. <u>Termination</u>. DBSP hereby terminates the Countrywide Servicing Agreement, pursuant to Section 8.2 thereof, with respect to the Subject Mortgage Loans, effective as of the Termination Effective Date. DBSP and Countrywide hereby agree that the terms of Section 8.2 shall apply to the termination of the Countrywide Servicing Agreement with respect to the Subject Mortgage Loans.
- Section 3. <u>Costs</u>. Each party will pay all costs and expenses incurred by it in connection with the negotiation and execution and delivery of this Agreement, including, without, limitation the fees, costs and expenses of its counsel.
- Section 4. <u>Governing law</u>. This instrument shall be governed by, and construed in accordance with, the laws of the State of New York, without reference to its conflict of laws provisions (other than Section 5-1401 of the New York General Obligations Law), and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with such laws.
- Section 5. <u>Counterparts</u>. This Agreement may be executed in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall constitute but one and the same instrument.
- Section 6. <u>Amendments</u>. No term or provision of this Agreement may be waived or modified unless such waiver or modification is in writing and signed by the party against whom such waiver or modification is sought to be enforced.

[Signature Page Follows]				

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

Seller

By: /s/ Ernest Calabrese

Its: Director

By: /s/ Rika Yano Its: Vice President

COUNTRYWIDE HOME LOANS SERVICING

LP, a Texas limited partnership

Servicer

By: COUNTRYWIDE GP, INC., general partner

By: Name: Title:

[Signature Page to Termination Agreement]

Exhibit A Subject Mortgage Loans [On File]

TERMINATION AGREEMENT

This TERMINATION AGREEMENT (this "<u>Agreement</u>"), dated as of June 1, 2007, is by and between DB Structured Products, Inc. ("<u>DBSP</u>") and Countrywide Home Loans Servicing LP (the "Servicer").

RECITALS

WHEREAS, the Servicer is currently servicing the Subject Mortgage Loans for the benefit of Deutsche Alt-A Securities Mortgage Loan Trust, Series 2007-AR3 pursuant to the Flow Servicing Agreement, dated as of June 30, 2006 (the "Countrywide Servicing Agreement"), by and between DBSP and the Servicer, as modified by that certain Commitment Letter, dated April 30, 2007 (the "Commitment Letter" and together with the Flow Servicing Agreement, the "Servicing Agreement"), between DBSP and the Servicer and modified in accordance with the terms of an assignment, assumption and recognition agreement dated as of April 30, 2007 among DBSP as assignor, Deutsche Alt-A Securities, Inc., as assignee, Countrywide Home Loans, Inc., as company, and the Servicer and acknowledged and agreed to by Wells Fargo Bank, N.A., as master servicer;

WHEREAS, Section 6.01 of the Countrywide Servicing Agreement provides that the Countrywide Servicing Agreement may be terminated by DBSP, at its sole option with respect to the Subject Mortgage Loans, without cause, in writing;

WHEREAS, DBSP desires to terminate the Countrywide Servicing Agreement with respect to the Subject Mortgage Loans;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto do hereby agree as follows:

Section 1. <u>Defined Terms</u>. All capitalized terms used in this Agreement that are not defined herein are used with the meanings given to such terms in the Countrywide Servicing Agreement. In addition, the following terms shall have the meanings specified below when used in this Agreement:

"Termination Effective Date" shall mean June 1, 2007.

"Subject Mortgage Loan" means a Mortgage Loan listed on Exhibit A to this Agreement.

- Section 2. <u>Termination</u>. DBSP hereby terminates the Countrywide Servicing Agreement, pursuant to Section 6.01 thereof, with respect to the Subject Mortgage Loans, effective as of the Termination Effective Date. DBSP and Countrywide hereby agree that the terms of Section 6.01 shall apply to the termination of the Countrywide Servicing Agreement with respect to the Subject Mortgage Loans; provided that the Servicer waives the 30 days prior written notice of termination requirement as described in Section 6.01(b).
- Section 3. <u>Costs</u>. Each party will pay all costs and expenses incurred by it in connection with the negotiation and execution and delivery of this Agreement, including, without, limitation the fees, costs and expenses of its counsel.
- Section 4. <u>Governing law</u>. This instrument shall be governed by, and construed in accordance with, the laws of the State of New York, without reference to its conflict of laws provisions (other than Section 5-1401 of the New York General Obligations Law), and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with such laws.
- Section 5. <u>Counterparts</u>. This Agreement may be executed in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall constitute but one and the same instrument.
- Section 6. <u>Amendments</u>. No term or provision of this Agreement may be waived or modified unless such waiver or modification is in writing and signed by the party against whom such waiver or modification is sought to be enforced.

	[Signature Page Follows]	[Signature Page Follows]		

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

DB STRUCTURED PRODUCTS, INC.,

Seller

By: <u>/s/ Rika Yano</u>
Its: Vice President

By: /s/ Karan Mehta
Its: Vice President

COUNTRYWIDE HOME LOANS SERVICING

LP, a Texas limited partnership

Servicer

By: COUNTRYWIDE GP, INC., general partner

By: <u>/s/ Thomas P. Lin</u> Name: Thomas P. Lin

Title: Senior Vice President

[Signature Page to Termination Agreement]

Exhibit A Subject Mortgage Loans [On File]

Execution Copy

SERVICING AGREEMENT

This Servicing Agreement (the "Agreement") is made and entered into as of June 1, 2007 (the "Effective Date"), among Countrywide Home Loans Servicing LP, having an address at 400 Countrywide Way, Simi Valley, California 93065 (the "Servicer"), Countrywide Home Loans, Inc., having an address at 4500 Park Granada, Calabasas, California 91302 (the "Company") and HSBC Bank USA, National Association, as trustee for the holders of the certificates issued by Deutsche Alt-A Securities Mortgage Loan Trust, Series 2007-AR3 (including its successors in interest and any successor trustee under the Pooling Agreement as defined below, the "Trustee") and acknowledged and agreed to by Deutsche Alt-A Securities, Inc., having an address at 60 Wall Street, New York, New York 10005, as depositor (the "Depositor"), DB Structured Products, Inc., having an address at 60 Wall Street, New York, New York 10005, as seller ("DBSP"), Wells Fargo Bank, N.A., as master servicer (the "Master Servicer") and as securities administrator (the "Securities Administrator").

WHEREAS, the Depositor, the Master Servicer, the Securities Administrator, Clayton Fixed Income Services, Inc., as credit risk manager, and the Trustee entered into a Pooling and Servicing Agreement (the "Pooling and Servicing Agreement"), dated as of April 1, 2007, relating to Deutsche Alt-A Securities Mortgage Loan Trust, Series 2007-AR3, Mortgage Pass-Through Certificates and attached hereto as Attachment 1;

WHEREAS, Ocwen Loan Servicing, LLC (successor to Ocwen Federal Bank FSB) ("Ocwen") is currently servicing certain residential mortgage loans identified on the schedule annexed hereto as <u>Attachment 2</u> (the "Serviced Loans"), until the Effective Date for the benefit of the Trustee pursuant to the provisions of the Interim Servicing and Servicing Rights Purchase Agreement, dated as of February 1, 2004, as amended by Amendment Number One, dated June 30, 2004 by and among DBSP, Ocwen Financial Corporation and Ocwen Federal Bank FSB, as modified in accordance with the terms of assignment, assumption and recognition agreements, dated as of April 30, 2007, among DBSP as assignor, the Depositor as assignee and Ocwen, and acknowledged and agreed to by the Master Servicer;

WHEREAS, pursuant to Section 2.03 of the Ocwen Servicing Agreement, DBSP has the right to transfer the servicing responsibilities of Ocwen with respect to the Serviced Loans upon the satisfaction of certain conditions set forth in the Ocwen Servicing Agreement;

WHEREAS, pursuant to the deboarding agreement, dated as of June 1, 2007, by and between DBSP and Ocwen, DBSP and Ocwen agree, by mutual consent, to terminate the Ocwen Servicing Agreement, with respect to the Serviced Loans, effective as of the Effective Date.

WHEREAS, the Depositor and DBSP desire to effectuate the replacement of Ocwen as the Servicer with respect to the Serviced Loans;

Therefore, in consideration of the mutual promises contained herein, the parties hereto agree that the Servicer shall service the Serviced Loans, for the benefit of the Trustee, pursuant to the provisions of that certain Mortgage Loan Servicing Rights Purchase and Servicing Agreement, dated as of September 1, 2005 by and among DBSP, the Company and the Servicer, as amended by Amendment One to the Mortgage Loan Servicing Rights Purchase and Servicing Agreement dated as of August 31, 2006 by and among DBSP, the Company and the Servicer, as amended by Amendment Two to the Mortgage Loan Servicing Rights Purchase and Servicing Agreement dated as of February 26, 2007 by and among DBSP, the Company and the Servicer (collectively, the "Servicing Agreement"), among the Servicer, the DBSP and the Company as modified in accordance with the terms of this Agreement.

Capitalized terms used herein but not defined shall have the meanings ascribed to them in the Servicing Agreement.

Appointment of Servicer

1. Each of the Depositor, DBSP, the Master Servicer and the Trustee consents to the appointment of the Servicer, and hereby designates the Servicer as servicer of the Serviced Loans from and after the Effective Date. Any fees and expenses incurred by the Master Servicer in connection with the appointment of the Servicer shall be paid by DBSP.

Representations, Warranties and Covenants

- 2. The Servicer warrants and represents to the Trustee as of the Effective Date:
 - (a) Attached hereto as <u>Attachment 3</u> is a true and accurate copy of the Servicing Agreement, which Servicing Agreement is in full force and effect as of the Effective Date and the provisions of which have not been waived, amended or modified in any respect (except as contemplated by this Agreement and by Amendment One), nor has any notice of termination been given thereunder;
 - (b) The Servicer is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation;
 - (c) The Servicer has full corporate power and authority to execute, deliver and perform its obligations under this Agreement, and to consummate the transactions set forth herein. The consummation of the transactions contemplated by this Agreement is in the ordinary course of the Servicer's business and will not conflict with, or result in a breach of, any of the terms, conditions or provisions of the Servicer's charter or by-laws or any legal restriction, or any material agreement or instrument to which the Servicer is now a party or by which it is bound, or result in the violation of any law, rule, regulation, order, judgment or decree to which the Servicer or its property is subject. The execution, delivery and performance by the Servicer of this Agreement and the consummation by it of the transactions contemplated hereby, have been duly authorized by all necessary corporate action on the part of the Servicer. This Agreement has been duly executed and delivered by the Servicer, and, upon the due authorization, execution and delivery by the Trustee and the Master Servicer, will constitute the valid and legally binding obligation of the Servicer, enforceable against the Servicer in accordance with its terms except as enforceability may be limited by bankruptcy, reorganization, insolvency, moratorium or other similar laws now or hereafter in effect relating to creditors' rights generally, and by general principles of equity regardless of whether enforceability is considered in a proceeding in equity or at law; and
 - (d) No consent, approval, order or authorization of, or declaration, filing or registration with, any governmental entity is required to be obtained or made by the Servicer in connection with the execution, delivery or performance by the Servicer of this Agreement, or the consummation by it of the transactions contemplated hereby.
 - (e) From and after the Effective Date, the Servicer shall service the Serviced Loans in accordance with the terms and provisions of the Servicing Agreement, as modified by this Agreement, and the Servicer shall establish a Custodial Account and an Escrow Account under the Servicing Agreement with respect to the Serviced Loans separate from the Custodial Account and Escrow Account previously established under the Servicing Agreement in favor of the Trustee, and shall remit collections received. The Custodial Account and Escrow Account each shall be entitled "Countrywide Home Loans Servicing LP, as Servicer in trust for Deutsche Alt-A Securities Mortgage Loan Trust, Series 2007-AR3".
 - (f) The Company hereby guarantees the performance by the Servicer of the Servicer's obligations under this Agreement and under the Servicing Agreement.
 - (g) Pursuant to Section 9.18(c) of the Servicing Agreement, the Servicer hereby restates to DBSP the representations and warranties set forth in Section 3.5 of the Servicing Agreement as of the Closing Date, as if such representations and warranties were set forth herein in full. In the event of a breach of any such representations and warranties as of the Effective Date, DBSP shall be entitled to all of the remedies under the Servicing Agreement.

Recognition of Trustee.

3. From and after the date hereof, Servicer shall recognize the Trustee as owner of the Serviced Loans, and acknowledges that the Serviced Loans are part of a REMIC, and will service the Serviced Loans in accordance with the Servicing Agreement, as modified by this Agreement, but in no event in a manner that would (i) cause any REMIC to fail to qualify as a REMIC or (ii) result in the imposition of a tax upon any REMIC (including but not limited to the tax on prohibited transactions as defined in Section 860F(a)(2) of the Code and the tax on contributions to a REMIC set forth in Section 860G(d) of the Code). It is the intention of the Company, the Servicer and the Trustee that this Agreement shall be binding upon and for the benefit of the respective successors and assigns of the parties hereto. Neither the Company, the Servicer, nor the Trustee shall amend or agree to amend, modify, waive, or otherwise alter any of the terms or provisions of the Servicing Agreement which amendment, modification, waiver or other alteration would in any way affect the Serviced Loans without the prior written consent of the Trustee and the Master Servicer, which consent shall not be unreasonably withheld.

Modification of Servicing Agreement

- 4. The Servicer and DBSP hereby modify the Servicing Agreement with respect to the Serviced Loans as follows:
- (a) The definition of "Business Day" in Article I of the Servicing Agreement is modified by deleting such definition in its entirety and replacing it with the following:

<u>Business Day</u>: Any day other than (i) a Saturday or Sunday, or (ii) a day on which banking and savings and loan institutions in the States of California, Maryland, Minnesota, New York or Texas are authorized or obligated by law or executive order to be closed.

(b) The definition of "Remittance Date" in Article I of the Servicing Agreement is modified by deleting such definition in its entirety and replacing it with the following:

Remittance Date: With respect to any Distribution Date, the 22nd day of each month in which such Distribution Date occurs; provided that if the 22nd day of a given month is not a Business Day, the Remittance Date for such month shall be the Business Day immediately preceding such 22nd day; provided, further, that if the Remittance Date falls on a Friday, the Remittance Date shall be the Business Day immediately preceding such Friday; provided however that the first Remittance Date shall be June 22nd, 2007.

(c) Article I of the Servicing Agreement is modified by adding the definition of "Prime Rate" as follows:

<u>Prime Rate</u>: The prime rate announced to be in effect from time to time, as published as the average rate in The Wall Street Journal.

- (d) Section 5.1 of the Servicing Agreement is hereby amended by replacing the term "Prepayment Charge" with the term "Prepayment Penalty" wherever it appears.
- (e) Section 6.1 of the Servicing Agreement is hereby amended by adding the following paragraph:

With respect to any remittance received by the Purchaser after the Remittance Date on which it was due, the Servicer shall pay to the Purchaser interest on any such late payment at an annual rate equal to the Prime Rate, adjusted as of the date of each change, plus one percentage point, but no greater than the maximum permitted by applicable law, covering the period commencing with the day following the Business Day on which such payment was due and ending with the Business Day on which such payment is made, both inclusive.

Section 6.2 of the Servicing Agreement is hereby amended by deleting the words "Not later than each Remittance Date" in the first sentence and replacing them with, "On or before the second Business Day following the last day of each Prepayment Period."

- (g) Sections 6.4 and 6.5 of the Servicing Agreement shall be inapplicable.
- (h) The Servicing Agreement is hereby amended by inserting Exhibit L in the form of Attachment 3 hereto; provided, however, Countrywide shall not be required to report any information relating to any prepayment penalties or charges to the extent such penalties or charges are retained by Countrywide.
- (i) Amendment One to the Servicing Agreement is hereby amended by deleting the last sentence of Section 2(e)(i)(A) and replacing it with the following:

Such report shall be addressed to the Owner, the Master Servicer and such Depositor and signed by an authorized officer of the Company, and shall address each of the Applicable Servicing Criteria specified on Exhibit A hereto (wherein "Investor" shall mean the Master Servicer);

(j) Amendment One to the Servicing Agreement is hereby amended by deleting the first sentence of Section 2(e)(ii) and replacing it with the following:

Each assessment of compliance provided by a Subservicer pursuant to Section 2(e)(i)(A) shall address each of the Applicable Servicing Criteria specified on Exhibit A hereto (wherein "Investor" shall mean the Master Servicer) delivered to the Owner concurrently with the execution of this Agreement or, in the case of a Subservicer subsequently appointed as such, on or prior to the date of such appointment.

(k) Amendment One to the Servicing Agreement is hereby amended by deleting the first sentence of Section 4 in its entirety and replacing it with the following:

The Existing Agreement is hereby amended by adding the exhibits attached hereto as Exhibit A and Exhibit B to the end thereto.

Miscellaneous

- 5. All demands, notices and communications related to the Serviced Loans, the Servicing Agreement and this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered at or mailed by registered mail, postage prepaid, as follows:
- (a) In the case of the Company,

Countrywide Home Loans, Inc. 4500 Park Granada Calabasas, California 91302 Attention: Darren Bigby, Executive Vice President

(b) In the case of the Servicer,

Countrywide Home Loans Servicing LP 400 Countrywide Way Simi Valley, California 93065 Attention: John Lindberg, Rachel Meza, Gabe Barroso

(c) In the case of DBSP,

DB Structured Products, Inc. 60 Wall Street

New York, New York 10005 Attention: Susan Valenti

(d) In the case of the Depositor,

Deutsche Alt-A Securities, Inc. c/o Deutsche Bank Securities, Inc. 60 Wall Street New York, New York 10005 Attention: Susan Valenti

(e) In the case of the Master Servicer,

Wells Fargo Bank, N.A. 9062 Old Annapolis Road Columbia, Maryland 21045 Attention: Client Manager - DBALT 2007-AR3 Telecopier: (410) 715-2380

(f) In the case of the Trustee,

HSBC Bank USA, National Association 452 Fifth Avenue New York, New York 10018 Attention: Deutsche Alt-A Securities Mortgage Loan Trust, Series 2007-AR3

- 6. Each party will pay any commissions it has incurred and DBSP shall pay the fees of its attorneys and the reasonable fees of the attorneys of the Depositor, the Servicer and the Company in connection with the negotiations for, documenting of and closing of the transactions contemplated by this Agreement.
- The Servicer hereby acknowledges that, Wells Fargo Bank, N.A. has been appointed as the Master Servicer of the Serviced Loans pursuant to the Pooling and Servicing Agreement and, therefore, has the right to enforce all obligations of the Servicer under the Servicing Agreement. Such rights will include, without limitation, the right to terminate the Servicer under the Servicing Agreement upon the occurrence of an Event of Default thereunder, the right to receive all remittances required to be made by the Servicer under the Servicing Agreement, the right to receive all monthly reports and other data required to be delivered by the Servicer under the Servicing Agreement, the right to examine the books and records of the Servicer, and the right to exercise certain rights of consent and approval relating to actions taken by the Servicer. Notwithstanding the foregoing, it is understood that the Servicer shall not be obligated to defend and indemnify and hold harmless the Master Servicer, DBSP and the Depositor against any losses, damages, penalties, fines, forfeitures, judgments and any related costs including, without limitation, reasonable and necessary legal fees, resulting from (i) action or inactions of the Servicer which were taken or omitted upon the instruction or direction of the Master Servicer or the Depositor, as applicable, or (ii) the failure of the Master Servicer or the Depositor, as applicable, to perform the obligations of the Depositor or "Owner" with respect to the servicing provisions of the Servicing Agreement. A copy of all assessments, attestations, reports and certifications required to be delivered by the Servicer under this Agreement and the Servicing Agreement shall be delivered to the Master Servicer, and where such documents are required to be addressed to any party other than the Servicer, such addressee(s) shall include the Master Servicer and the Master Servicer shall be entitled to rely on such documents. The Servicer shall make all distributions under the Servicing Agreement to the Master Servicer by wire transfer of immediately available funds to:

Wells Fargo Bank, N.A. ABA Number: 121000248 Account Name: SAS Clearing Account Number: 3970771416

For further credit to: DBALT 2007-AR3 Account #53136000

The Servicer shall deliver all reports required to be delivered under the Servicing Agreement to DBSP and the Master Servicer at their respective addresses set forth in Section 5 herein.

- 8. This Agreement shall be construed in accordance with the laws of the State of New York, without regard to conflicts of law principles (other than Section 5-1401 of the General Obligations Law), and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with such laws.
- 9. No term or provision of this Agreement may be waived or modified unless such waiver or modification is in writing and signed by the party against whom such waiver or modification is sought to be enforced.
- 10. This Agreement shall inure to the benefit of the successors and assigns of the parties hereto. Any entity into which the Servicer, the Company or the Trustee may be merged or consolidated or which succeeds to the business or assets thereof shall, without the requirement for any further writing, be deemed the Servicer, the Company, or the Trustee, respectively, hereunder.
- 11. This Agreement may be executed simultaneously in any number of counterparts. Each counterpart shall be deemed to be an original and all such counterparts shall constitute one and the same instrument.
- 12. In the event that any provision of this Agreement conflicts with any provision of the Servicing Agreement with respect to the Serviced Loans, the terms of this Agreement shall control.
- 13. For purposes of this Agreement, the Master Servicer shall be considered a third party beneficiary to this Agreement entitled to all the rights and benefits accruing to the Master Servicer as if it were a direct party to this Agreement.
- 14. DBSP shall indemnify the Servicer and the Company (each, an "Indemnified Person") and hold each Indemnified Person harmless against any and all claims, losses, damages, penalties, fines, forfeitures, reasonable and necessary attorneys' fees and related costs, judgments, and any other costs, fees and expenses that such Indemnified Person may sustain in any way related to the failure of Ocwen prior to the Effective Date to perform its obligations under the Ocwen Servicing Agreement including its obligation prior to the Effective Date to service and administer the Serviced Loans in compliance with the terms of the Ocwen Servicing Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. COUNTRYWIDE HOME LOANS, INC., as the Company By:_____ Name: Title: COUNTRYWIDE HOME LOANS SERVICING LP, as Servicer By: Countrywide GP, Inc., its General partner By:_____ Name: Title: HSBC BANK USA, NATIONAL ASSOCIATION As Trustee for the holders of the Deutsche Alt-A Securities Mortgage Loan Trust, Series 2007-AR3, Mortgage Pass-Through Certificates By: /s/ Fernando Acebedo

Name: Fernando Acebedo Title: Vice President

ACKNOWLEDGED AND AGREED TO:

DB STRUCTURED PRODUCTS, INC. as DBSP

By: <u>/s/ Ernest Calabrese</u> Name: Ernest Calabrese

Title: Director

By: /s/ Rika Yano Name: Rika Yano Title: Vice President

DEUTSCHE ALT-A SECURITIES, INC., as Depositor

By: <u>/s/ Ernest Calabrese</u> Name: Ernest Calabrese

Title: Director

By: /s/ Rika Yano Name: Rika Yano Title: Vice President

WELLS FARGO BANK, N.A., as Master Servicer

By: /s/ Kristen Ann Cronin Name: Kristen Ann Cronin

Title: Vice President

ATTACHMENT 1 POOLING AND SERVICING AGREEMENT

[ON FILE WITH MCKEE NELSON LLP]

ATTACHMENT 2 SERVICED LOANS

[ON FILE WITH DBSP]

ATTACHMENT 3 SERVICING AGREEMENT

[ON FILE]

ATTACHMENT 4

EXHIBIT L TO THE SERVICING AGREEMENT REPORTING DATA FOR DEFAULTED LOANS

Data must be submitted to Wells Fargo Bank in an **Excel** spreadsheet format with fixed field names and data type. The **Excel** spreadsheet should be used as a template consistently every month when submitting data.

Table: Delinquency

Name	Type	Size
Servicer Loan #	Number	8
	(Double)	
Investor Loan #	Number	8
	(Double)	
Borrower Name	Text	20
Address	Text	30
State	Text	2
Due Date	Date/Time	8
Action Code	Text	2
FC Received	Date/Time	8
File Referred to Atty	Date/Time	8
NOD	Date/Time	8
Complaint Filed	Date/Time	8
Sale Published	Date/Time	8
Target Sale Date	Date/Time	8
Actual Sale Date	Date/Time	8
Loss Mit Approval Date	Date/Time	8
Loss Mit Type	Text	5
Loss Mit Estimated Completion	Date/Time	8
Date		
Loss Mit Actual Completion Date	Date/Time	8
Loss Mit Broken Plan Date	Date/Time	8
BK Chapter	Text	6
BK Filed Date	Date/Time	8
Post Petition Due	Date/Time	8
Motion for Relief	Date/Time	8
Lift of Stay	Date/Time	8
RFD	Text	10
Occupant Code	Text	10
Eviction Start Date	Date/Time	8
Eviction Completed Date	Date/Time	8
List Price	Currency	8
List Date	Date/Time	8
Accepted Offer Price	Currency	8
Accepted Offer Date	Date/Time	8
Estimated REO Closing Date	Date/Time	8
Actual REO Sale Date	Date/Time	8

<u>Items in bold are MANDATORY FIELDS.</u> We must receive information in those fields every month in order for your file to be accepted.

The Action Code Field should show the applicable numeric code to indicate that a special action is being taken. The Action Codes are the following:

12-Relief Provisions
15-Bankruptcy/Litigation
20-Referred for Deed-in-Lieu
30-Referred fore Foreclosure
60-Payoff
65-Repurchase
70-REO-Held for Sale
71-Third Party Sale/Condemnation
72-REO-Pending Conveyance-Pool Insurance claim filed

Wells Fargo Bank will accept alternative Action Codes to those above, provided that the Codes are consistent with industry standards. If Action Codes other than those above are used, the Servicer must supply Wells Fargo Bank with a description of each of the Action Codes prior to sending the file.

Description of Action Codes:

Action Code 12 - To report a Mortgage Loan for which the Borrower has been granted relief for curing a delinquency. The Action Date is the date the relief is expected to end. For military indulgence, it will be three months after the Borrower's discharge from military service.

Action Code 15 - To report the Borrower's filing for bankruptcy or instituting some other type of litigation that will prevent or delay liquidation of the Mortgage Loan. The Action Date will be either the date that any repayment plan (or forbearance) instituted by the bankruptcy court will expire or an additional date by which the litigation should be resolved.

Action Code 20 - To report that the Borrower has agreed to a deed-in-lieu or an assignment of the property. The Action Date is the date the Servicer decided to pursue a deed-in-lieu or the assignment.

Action Code 30 - To report that the decision has been made to foreclose the Mortgage Loan. The Action Date is the date the Servicer referred the case to the foreclosure attorney.

Action Code 60 - To report that a Mortgage Loan has been paid in full either at, or prior to, maturity. The Action Date is the date the pay-off funds were remitted to the Master Servicer.

Action Code 65 - To report that the Servicer is repurchasing the Mortgage Loan. The Action Date is the date the repurchase proceeds were remitted to the Master Servicer.

Action Code 70 - To report that a Mortgage Loan has been foreclosed or a deed-in-lieu of foreclosure has been accepted, and the Servicer, on behalf of the owner of the Mortgage Loan, has acquired the property and may dispose of it. The Action Date is the date of the foreclosure sale or, for deeds-in-lieu, the date the deed is recorded on behalf of the owner of the Mortgage Loan.

Action Code 71 - To report that a Mortgage Loan has been foreclosed and a third party acquired the property, or a total condemnation of the property has occurred. The Action Date is the date of the foreclosure sale or the date the condemnation award was received.

Action Code 72 - To report that a Mortgage Loan has been foreclosed, or a deed-in-lieu has been accepted, and the property may be conveyed to the mortgage insurer and the pool insurance claim has been filed. The Action Date is the date of the foreclosure sale, or, for deeds-in-lieu, the date of the deed for conventional mortgages.

The Loss Mit Type field should show the approved Loss Mitigation arrangement. The following are acceptable:

ASUM-Approved Assumption BAP-Borrower Assistance Program CO-Charge Off DIL-Deed-in-Lieu
FFA-Formal Forbearance Agreement
MOD-Loan Modification
PRE-Pre-Sale
SS-Short Sale
MISC-Anything else approved by the PMI or Pool Insurer

Wells Fargo Bank will accept alternative Loss Mitigation Types to those above, provided that they are consistent with industry standards. If Loss Mitigation Types other than those above are used, the Servicer must supply Wells Fargo Bank with a description of each of the Loss Mitigation Types prior to sending the file.

The Occupant Code field should show the current status of the property. The acceptable codes are:

Mortgagor Tenant Unknown Vacant

REALIZED LOSS CALCULATION INFORMATION

WELLS FARGO BANK, N.A. Form 332

Calculation of Realized Loss

<u>Purpose</u>

To provide the Servicer with a form for the calculation of any Realized Loss (or gain) as a result of a Mortgage Loan having been foreclosed and Liquidated.

Distribution

The Servicer will prepare the form in duplicate and send the original together with evidence of conveyance of title and appropriate supporting documentation to the Master Servicer with the Monthly Accounting Reports which supports the Mortgage Loan's removal from the Mortgage Loan Activity Report. The Servicer will retain the duplicate for its own records.

Due Date

With respect to any liquidated Mortgage Loan, the form will be submitted to the Master Servicer no later than the date on which statements are due to the Master Servicer under Section 4.02 of this Agreement (the "Statement Date") in the month following receipt of final liquidation proceeds and supporting documentation relating to such liquidated Mortgage Loan; provided, that if such Statement Date is not at least 30 days after receipt of final liquidation proceeds and supporting documentation relating to such liquidated Mortgage Loan, then the form will be submitted on the first Statement Date occurring after the 30th day following receipt of final liquidation proceeds and supporting documentation.

Preparation Instructions

The numbers on the form correspond with the numbers listed below.

- 1. The actual Unpaid Principal Balance of the Mortgage Loan.
- 2. The Total Interest Due less the aggregate amount of servicing fee that would have been earned if all delinquent payments had been made as agreed.
- 3-7. Complete as necessary. All line entries must be supported by copies of appropriate statements, vouchers, receipts, canceled checks, etc., to document the expense. Entries not properly documented will not be reimbursed to the Servicer.
- 8. Accrued Servicing Fees based upon the Scheduled Principal Balance of the Mortgage Loan as calculated on a monthly basis.
- 10. The total of lines 1 through 9.

Credits

- 11-17. Complete as necessary. All line entries must be supported by copies of the appropriate claims forms, statements, payment checks, etc. to document the credit. If the Mortgage Loan is subject to a Bankruptcy Deficiency, the difference between the Unpaid Principal Balance of the Note prior to the Bankruptcy Deficiency and the Unpaid Principal Balance as reduced by the Bankruptcy Deficiency should be input on line 16.
- 18. The total of lines 11 through 17.
 - Total Realized Loss (or Amount of Any Gain)
- 19. The total derived from subtracting line 18 from 10. If the amount represents a realized gain, show the amount in parenthesis ().

WELLS FARGO BANK, N.A. CALCULATION OF REALIZED LOSS

WELLS FARGO BAN	K, N.A. Trust:		
Prepared by:	Date:		
Phone:			
Servicer Loan No.	Servicer Name	Servicer Addı	ress
WELLS FARGO BANK, N.A.			
Loan NoBorrower' s Name:			
Borrower's Name:			
Property			
Address:			
Liquidation and Acquisition Exp	enses:		
Actual Unpaid Principal Balance o	f Mortgage Loan	\$	(1)
Interest accrued at Net Rate			(2)
Attorney's Fees			(3)
Taxes		-	(4)
Property Maintenance			(5)
MI/Hazard Insurance Premiums			
Hazard Loss Expenses			
Accrued Servicing Fees			
Other (itemize)			(9)
		\$	
Total Expenses		\$	(10)
Credits:			
Escrow Balance		\$	
HIP Refund			(12)
Rental Receipts			
Hazard Loss Proceeds	. 1.		
Primary Mortgage Insurance Proce			` ′
Proceeds from Sale of Acquired Pr	roperty		` ′
Other (itemize)			(17)
Total Credits		\$	(18)
I otal Ci cuits		Ψ	(10)

Total Realized Loss (or Amount of Gain) \$_____

Exhibit L-1: Standard File Layout - Master Servicing

Column Name	Description	Decimal	Format Comment	Max Size
SER_INVESTOR_NBR	A value assigned by the Servicer to define a group of loans.		Text up to 10 digits	20
LOAN_NBR	A unique identifier assigned to each loan by the investor.		Text up to 10 digits	10
SERVICER_LOAN_NBR	A unique number assigned to a loan by the Servicer. This may be different than the LOAN_NBR.		Text up to 10 digits	10
BORROWER_NAME	The borrower name as received in the file. It is not separated by firs and last name.	t	Maximum length of 30 (Last, First)	30
SCHED_PAY_AMT	Scheduled monthly principal and scheduled interest payment that a borrower is expected to pay, P&I constant.	2	No commas(,) or dollar signs (\$)	11
NOTE_INT_RATE	The loan interest rate as reported by the Servicer.	4	Max length of 6	6

NET_INT_RATE	The loan gross interest rate less the service fee rate as reported by the Servicer.	4	Max length of 6	6
SERV_FEE_RATE	The servicer's fee rate for a loan as reported by the Servicer.	4	Max length of 6	6
SERV_FEE_AMT	The servicer's fee amount for a loan as reported by the Servicer.	2	No commas(,) or dollar signs (\$)	11
NEW_PAY_AMT	The new loan payment amount as reported by the Servicer.	2	No commas(,) or dollar signs (\$)	11
NEW LOAN RATE	The new loan rate as reported by the Servicer.	4	Max length of 6	6
ARM INDEX RATE	The index the Servicer is using to calculate a forecasted rate.	4	Max length of 6	6
ACTL_BEG_PRIN_BAL	The borrower's actual principal balance at the beginning of the processing cycle.	2	No commas(,) or dollar signs (\$)	11
ACTL_END_PRIN_BAL	The borrower's actual principal balance at the end of the processing cycle.	2	No commas(,) or dollar signs (\$)	11
BORR_NEXT_PAY_DUE_DATE	The date at the end of processing cycle that the borrower's next payment is due to the Servicer, as reported by Servicer.	i	MM/DD/YYYY	10
SERV_CURT_AMT_1	The first curtailment amount to be applied.	2	No commas(,) or dollar signs (\$)	11
SERV_CURT_DATE_1	The curtailment date associated with the first curtailment amount.		MM/DD/YYYY	10
CURT ADJ AMT 1	The curtailment interest on the first curtailment amount, if applicable.	2	No commas(,) or dollar signs (\$)	11
SERV CURT AMT 2		2		11
	The second curtailment amount to be applied.	ŕ	No commas(,) or dollar signs (\$)	10
SERV_CURT_DATE_2	The curtailment date associated with the second curtailment amount.		MM/DD/YYYY	
CURT_ADJ_ AMT_2	The curtailment interest on the second curtailment amount, if applicable.	2	No commas(,) or dollar signs (\$)	11
SERV_CURT_AMT_3	The third curtailment amount to be applied.	2	No commas(,) or dollar signs (\$)	11
SERV_CURT_DATE_3	The curtailment date associated with the third curtailment amount.		MM/DD/YYYY	10
CURT ADJ AMT 3	The curtailment interest on the third curtailment amount, if applicable.	2	No commas(,) or dollar signs (\$)	11
PIF AMT	The loan "paid in full" amount as reported by the Servicer.	2	No commas(,) or dollar signs (\$)	11
			MM/DD/YYYY	10
PIF_DATE	The paid in full date as reported by the Servicer.		IVIIVI/DD/TTTT	10
ACTION_CODE	The standard FNMA numeric code used to indicate the default delinquent status of a particular loan.	′	Action Code Key: 15=Bankruptcy, 30=Foreclosure 60=PIF, 63=Substitution, 65=Repurchase,70=REO	
INT_ADJ_AMT	The amount of the interest adjustment as reported by the Servicer.	2	No commas(,) or dollar signs (\$)	11
SOLDIER_SAILOR_ADJ_AMT	The Soldier and Sailor Adjustment amount, if applicable.	2	No commas(,) or dollar signs (\$)	11
NON_ADV_LOAN_AMT	The Non Recoverable Loan Amount, if applicable.	2	No commas(,) or dollar signs (\$)	11
LOAN LOSS AMT	The amount the Servicer is passing as a loss, if applicable.	2	No commas(,) or dollar signs (\$)	11
SCHED_BEG_PRIN_BAL	The scheduled outstanding principal amount due at the beginning of the cycle date to be passed through to investors.	2	No commas(,) or dollar signs (\$)	11
SCHED_END_PRIN_BAL	The scheduled principal balance due to investors at the end of a processing cycle.	2	No commas(,) or dollar signs (\$)	11
SCHED_PRIN_AMT	The scheduled principal amount as reported by the Servicer for the current cycle only applicable for Scheduled/Scheduled Loans.	2	No commas(,) or dollar signs (\$)	11
SCHED_NET_INT	The scheduled gross interest amount less the service fee amount for the current cycle as reported by the Servicer only applicable for Scheduled/Scheduled Loans.	1	No commas(,) or dollar signs (\$)	11
ACTL_PRIN_AMT	The actual principal amount collected by the Servicer for the current reporting cycle only applicable for Actual/Actual Loans.		No commas(,) or dollar signs (\$)	11
ACTL_NET_INT	The actual gross interest amount less the service fee amount for the current reporting cycle as reported by the Servicer only applicable for Actual/Actual Loans.		No commas(,) or dollar signs (\$)	11
PREPAY_PENALTY_ AMT	The penalty amount received when a borrower prepays on his loan as reported by the Servicer.	2	No commas(,) or dollar signs (\$)	11
PREPAY_PENALTY_ WAIVED	The prepayment penalty amount for the loan waived by the servicer.	2	No commas(,) or dollar signs (\$)	11
		i	, , , , , , , , , , , , , , , , , , ,	\vdash
MOD_DATE	The Effective Payment Date of the Modification for the loan.		MM/DD/YYYY	10
MOD_TYPE	The Modification Type.		Varchar - value can be alpha or numeric	30
DELINQ_P&I_ADVANCE_AMT	The current outstanding principal and interest advances made by	2	No commas(,) or dollar signs (\$)	11

Execution Copy

SERVICING AGREEMENT

This Servicing Agreement (the "Agreement") is made and entered into as of June 1, 2007 (the "Effective Date"), among Countrywide Home Loans Servicing LP, having an address at 400 Countrywide Way, Simi Valley, California 93065 (the "Servicer"), Countrywide Home Loans, Inc., having an address at 4500 Park Granada, Calabasas, California 91302 (the "Company") and HSBC Bank USA, National Association, as trustee for the holders of the certificates issued by Deutsche Alt-A Securities Mortgage Loan Trust, Series 2007-AR3 (including its successors in interest and any successor trustee under the Pooling Agreement as defined below, the "Trustee") and acknowledged and agreed to by Deutsche Alt-A Securities, Inc., having an address at 60 Wall Street, New York, New York 10005, as depositor (the "Depositor"), DB Structured Products, Inc., having an address at 60 Wall Street, New York, New York 10005, as seller ("DBSP"), Wells Fargo Bank, N.A., as master servicer (the "Master Servicer") and as securities administrator (the "Securities Administrator").

WHEREAS, the Depositor, the Master Servicer, the Securities Administrator, Clayton Fixed Income Services, Inc., as credit risk manager, and the Trustee entered into a Pooling and Servicing Agreement (the "Pooling and Servicing Agreement"), dated as of April 1, 2007, relating to Deutsche Alt-A Securities Mortgage Loan Trust, Series 2007-AR3, Mortgage Pass-Through Certificates and attached hereto as Attachment 1;

WHEREAS, GMAC Mortgage, LLC ("GMACM") is currently servicing certain residential mortgage loans listed on Attachment 1 annexed hereto (the "Serviced Loans") until the Effective Date for the benefit of the Trustee pursuant to the provisions of the Amended and Restated Servicing Agreement, dated as of January 2, 2007, between DBSP and GMACM (the "GMACM Servicing Agreement") as modified in accordance with the terms of assignment, assumption and recognition agreements, dated as of April 30, 2007, among DBSP as assignor, the Depositor as assignee and GMACM, and acknowledged and agreed to by the Master Servicer;

WHEREAS, pursuant to Section 6.2 of the GMACM Servicing Agreement, DBSP has the right to transfer the servicing responsibilities to GMACM with respect to the Serviced Loans upon the satisfaction of certain conditions set forth in the GMACM Servicing Agreement;

WHEREAS, pursuant to the deboarding agreement, dated as of June 1, 2007, by and between DBSP and GMACM, DBSP and GMACM agree, by mutual consent, to terminate the GMACM Servicing Agreement, with respect to the Serviced Loans, effective as of the Effective Date; and

WHEREAS, the Depositor and DBSP desire to effectuate the replacement of GMACM as the Servicer with respect to the Serviced Loans;

Therefore, in consideration of the mutual promises contained herein, the parties hereto agree that the Servicer shall service the Serviced Loans, for the benefit of the Trustee, pursuant to the provisions of that certain Mortgage Loan Servicing Rights Purchase and Servicing Agreement, dated as of September 1, 2005 by and among DBSP, the Company and the Servicer, as amended by Amendment One to the Mortgage Loan Servicing Rights Purchase and Servicing Agreement dated as of August 31, 2006 by and among DBSP, the Company and the Servicer, as amended by Amendment Two to the Mortgage Loan Servicing Rights Purchase and Servicing Agreement dated as of February 26, 2007 by and among DBSP, the Company and the Servicer (collectively, the "Servicing Agreement"), among the Servicer, the DBSP and the Company as modified in accordance with the terms of this Agreement.

Capitalized terms used herein but not defined shall have the meanings ascribed to them in the Servicing Agreement.

Appointment of Servicer

1. Each of the Depositor, DBSP, the Master Servicer and the Trustee consents to the appointment of the Servicer, and hereby designates the Servicer as servicer of the Serviced Loans from and after the Effective Date. Any fees and expenses incurred by the Master Servicer in connection with the appointment of the Servicer shall be paid by DBSP.

Representations, Warranties and Covenants

- 2. The Servicer warrants and represents to the Trustee as of the Effective Date:
 - (a) Attached hereto as <u>Attachment 3</u> is a true and accurate copy of the Servicing Agreement, which Servicing Agreement is in full force and effect as of the Effective Date and the provisions of which have not been waived, amended or modified in any respect (except as contemplated by this Agreement and by Amendment One), nor has any notice of termination been given thereunder;
 - (b) The Servicer is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation;
 - (c) The Servicer has full corporate power and authority to execute, deliver and perform its obligations under this Agreement, and to consummate the transactions set forth herein. The consummation of the transactions contemplated by this Agreement is in the ordinary course of the Servicer's business and will not conflict with, or result in a breach of, any of the terms, conditions or provisions of the Servicer's charter or bylaws or any legal restriction, or any material agreement or instrument to which the Servicer is now a party or by which it is bound, or result in the violation of any law, rule, regulation, order, judgment or decree to which the Servicer or its property is subject. The execution, delivery and performance by the Servicer of this Agreement and the consummation by it of the transactions contemplated hereby, have been duly authorized by all necessary corporate action on the part of the Servicer. This Agreement has been duly executed and delivered by the Servicer, and, upon the due authorization, execution and delivery by the Trustee and the Master Servicer, will constitute the valid and legally binding obligation of the Servicer, enforceable against the Servicer in accordance with its terms except as enforceability may be limited by bankruptcy, reorganization, insolvency, moratorium or other similar laws now or hereafter in effect relating to creditors' rights generally, and by general principles of equity regardless of whether enforceability is considered in a proceeding in equity or at law; and
 - (d) No consent, approval, order or authorization of, or declaration, filing or registration with, any governmental entity is required to be obtained or made by the Servicer in connection with the execution, delivery or performance by the Servicer of this Agreement, or the consummation by it of the transactions contemplated hereby.
 - (e) From and after the Effective Date, the Servicer shall service the Serviced Loans in accordance with the terms and provisions of the Servicing Agreement, as modified by this Agreement, and the Servicer shall establish a Custodial Account and an Escrow Account under the Servicing Agreement with respect to the Serviced Loans separate from the Custodial Account and Escrow Account previously established under the Servicing Agreement in favor of the Trustee, and shall remit collections received. The Custodial Account and Escrow Account each shall be entitled "Countrywide Home Loans Servicing LP, as Servicer in trust for Deutsche Alt-A Securities Mortgage Loan Trust, Series 2007-AR3".
 - (f) The Company hereby guarantees the performance by the Servicer of the Servicer's obligations under this Agreement and under the Servicing Agreement.
 - (g) Pursuant to Section 9.18(c) of the Servicing Agreement, the Servicer hereby restates to DBSP the representations and warranties set forth in Section 3.5 of the Servicing Agreement as of the Closing Date, as if such representations and warranties were set forth herein in full. In the event of a breach of any such representations and warranties as of the Effective Date, DBSP shall be entitled to all of the remedies under the Servicing Agreement.

Recognition of Trustee.

3. From and after the date hereof, Servicer shall recognize the Trustee as owner of the Serviced Loans, and acknowledges that the Serviced Loans are part of a REMIC, and will service the Serviced Loans in accordance with the Servicing Agreement, as modified by this Agreement, but in no event in a manner that would (i) cause any REMIC to fail to qualify as a REMIC or (ii) result in the imposition of a tax upon any REMIC (including but not limited to the tax on prohibited transactions as defined in Section 860F(a)(2) of the Code and the tax on contributions to a REMIC set forth in Section 860G(d) of the Code). It is the intention of the Company, the Servicer and the Trustee that this Agreement shall be binding upon and for the benefit of the respective successors and assigns of the parties hereto. Neither the Company, the Servicer, nor the Trustee shall amend or agree to amend, modify, waive, or otherwise alter any of the terms or provisions of the Servicing Agreement which amendment, modification, waiver or other alteration would in any way affect the Serviced Loans without the prior written consent of the Trustee and the Master Servicer, which consent shall not be unreasonably withheld.

Modification of Servicing Agreement

- 4. The Servicer and DBSP hereby modify the Servicing Agreement with respect to the Serviced Loans as follows:
- (a) The definition of "Business Day" in Article I of the Servicing Agreement is modified by deleting such definition in its entirety and replacing it with the following:

<u>Business Day</u>: Any day other than (i) a Saturday or Sunday, or (ii) a day on which banking and savings and loan institutions in the States of California, Maryland, Minnesota, New York or Texas are authorized or obligated by law or executive order to be closed.

(b) The definition of "Remittance Date" in Article I of the Servicing Agreement is modified by deleting such definition in its entirety and replacing it with the following:

Remittance Date: With respect to any Distribution Date, the 22nd day of each month in which such Distribution Date occurs; provided that if the 22nd day of a given month is not a Business Day, the Remittance Date for such month shall be the Business Day immediately preceding such 22nd day; provided, further, that if the Remittance Date falls on a Friday, the Remittance Date shall be the Business Day immediately preceding such Friday; provided however that the first Remittance Date shall be June 22nd, 2007.

(c) Article I of the Servicing Agreement is modified by adding the definition of "Prime Rate" as follows:

<u>Prime Rate</u>: The prime rate announced to be in effect from time to time, as published as the average rate in The Wall Street Journal.

- (d) Section 5.1 of the Servicing Agreement is hereby amended by replacing the term "Prepayment Charge" with the term "Prepayment Penalty" wherever it appears.
 - (e) Section 6.1 of the Servicing Agreement is hereby amended by adding the following paragraph:

With respect to any remittance received by the Purchaser after the Remittance Date on which it was due, the Servicer shall pay to the Purchaser interest on any such late payment at an annual rate equal to the Prime Rate, adjusted as of the date of each change, plus one percentage point, but no greater than the maximum permitted by applicable law, covering the period commencing with the day following the Business Day on which such payment was due and ending with the Business Day on which such payment is made, both inclusive.

(f)

Section 6.2 of the Servicing Agreement is hereby amended by deleting the words "Not later than each Remittance Date" in the first sentence and replacing them with, "On or before the second Business Day following the last day of each Prepayment Period."

- (g) Sections 6.4 and 6.5 of the Servicing Agreement shall be inapplicable.
- (h) The Servicing Agreement is hereby amended by inserting Exhibit L in the form of Attachment 3 hereto; provided, however, Countrywide shall not be required to report any information relating to any prepayment penalties or charges to the extent such penalties or charges are retained by Countrywide.
- (i) Amendment One to the Servicing Agreement is hereby amended by deleting the last sentence of Section 2(e)(i)(A) and replacing it with the following:

Such report shall be addressed to the Owner, the Master Servicer and such Depositor and signed by an authorized officer of the Company, and shall address each of the Applicable Servicing Criteria specified on Exhibit A hereto (wherein "Investor" shall mean the Master Servicer);

(j) Amendment One to the Servicing Agreement is hereby amended by deleting the first sentence of Section 2(e)(ii) and replacing it with the following:

Each assessment of compliance provided by a Subservicer pursuant to Section 2(e)(i)(A) shall address each of the Applicable Servicing Criteria specified on Exhibit A hereto (wherein "Investor" shall mean the Master Servicer) delivered to the Owner concurrently with the execution of this Agreement or, in the case of a Subservicer subsequently appointed as such, on or prior to the date of such appointment.

(k) Amendment One to the Servicing Agreement is hereby amended by deleting the first sentence of Section 4 in its entirety and replacing it with the following:

The Existing Agreement is hereby amended by adding the exhibits attached hereto as Exhibit A and Exhibit B to the end thereto.

Miscellaneous

- 5. All demands, notices and communications related to the Serviced Loans, the Servicing Agreement and this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered at or mailed by registered mail, postage prepaid, as follows:
- (a) In the case of the Company,

Countrywide Home Loans, Inc. 4500 Park Granada Calabasas, California 91302 Attention: Darren Bigby, Executive Vice President

(b) In the case of the Servicer,

Countrywide Home Loans Servicing LP 400 Countrywide Way Simi Valley, California 93065 Attention: John Lindberg, Rachel Meza, Gabe Barroso

(c) In the case of DBSP,

DB Structured Products, Inc. 60 Wall Street

New York, New York 10005 Attention: Susan Valenti

(d) In the case of the Depositor,

Deutsche Alt-A Securities, Inc. c/o Deutsche Bank Securities, Inc. 60 Wall Street New York, New York 10005 Attention: Susan Valenti

(e) In the case of the Master Servicer,

Wells Fargo Bank, N.A. 9062 Old Annapolis Road Columbia, Maryland 21045 Attention: Client Manager - DBALT 2007-AR3

Telecopier: (410) 715-2380

(f) In the case of the Trustee,

HSBC Bank USA, National Association 452 Fifth Avenue New York, New York 10018 Attention: Deutsche Alt-A Securities Mortgage Loan Trust, Series 2007-AR3

- 6. Each party will pay any commissions it has incurred and DBSP shall pay the fees of its attorneys and the reasonable fees of the attorneys of the Depositor, the Servicer and the Company in connection with the negotiations for, documenting of and closing of the transactions contemplated by this Agreement.
- The Servicer hereby acknowledges that, Wells Fargo Bank, N.A. has been appointed as the Master Servicer of the Serviced Loans pursuant to the Pooling and Servicing Agreement and, therefore, has the right to enforce all obligations of the Servicer under the Servicing Agreement. Such rights will include, without limitation, the right to terminate the Servicer under the Servicing Agreement upon the occurrence of an Event of Default thereunder, the right to receive all remittances required to be made by the Servicer under the Servicing Agreement, the right to receive all monthly reports and other data required to be delivered by the Servicer under the Servicing Agreement, the right to examine the books and records of the Servicer, and the right to exercise certain rights of consent and approval relating to actions taken by the Servicer. Notwithstanding the foregoing, it is understood that the Servicer shall not be obligated to defend and indemnify and hold harmless the Master Servicer, DBSP and the Depositor against any losses, damages, penalties, fines, forfeitures, judgments and any related costs including, without limitation, reasonable and necessary legal fees, resulting from (i) action or inactions of the Servicer which were taken or omitted upon the instruction or direction of the Master Servicer or the Depositor, as applicable, or (ii) the failure of the Master Servicer or the Depositor, as applicable, to perform the obligations of the Depositor or "Owner" with respect to the servicing provisions of the Servicing Agreement. A copy of all assessments, attestations, reports and certifications required to be delivered by the Servicer under this Agreement and the Servicing Agreement shall be delivered to the Master Servicer, and where such documents are required to be addressed to any party other than the Servicer, such addressee(s) shall include the Master Servicer and the Master Servicer shall be entitled to rely on such documents. The Servicer shall make all distributions under the Servicing Agreement to the Master Servicer by wire transfer of immediately available funds to:

Wells Fargo Bank, N.A. ABA Number: 121000248 Account Name: SAS Clearing Account Number: 3970771416

For further credit to: DBALT 2007-AR3 Account #53136000

The Servicer shall deliver all reports required to be delivered under the Servicing Agreement to DBSP and the Master Servicer at their respective addresses set forth in Section 5 herein.

- 8. This Agreement shall be construed in accordance with the laws of the State of New York, without regard to conflicts of law principles (other than Section 5-1401 of the General Obligations Law), and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with such laws.
- 9. No term or provision of this Agreement may be waived or modified unless such waiver or modification is in writing and signed by the party against whom such waiver or modification is sought to be enforced.
- 10. This Agreement shall inure to the benefit of the successors and assigns of the parties hereto. Any entity into which the Servicer, the Company or the Trustee may be merged or consolidated or which succeeds to the business or assets thereof shall, without the requirement for any further writing, be deemed the Servicer, the Company, or the Trustee, respectively, hereunder.
- 11. This Agreement may be executed simultaneously in any number of counterparts. Each counterpart shall be deemed to be an original and all such counterparts shall constitute one and the same instrument.
- 12. In the event that any provision of this Agreement conflicts with any provision of the Servicing Agreement with respect to the Serviced Loans, the terms of this Agreement shall control.
- 13. For purposes of this Agreement, the Master Servicer shall be considered a third party beneficiary to this Agreement entitled to all the rights and benefits accruing to the Master Servicer as if it were a direct party to this Agreement.
- 14. DBSP shall indemnify the Servicer and the Company (each, an "Indemnified Person") and hold each Indemnified Person harmless against any and all claims, losses, damages, penalties, fines, forfeitures, reasonable and necessary attorneys' fees and related costs, judgments, and any other costs, fees and expenses that such Indemnified Person may sustain in any way related to the failure of GMACM prior to the Effective Date to perform its obligations under the GMAC Servicing Agreement including its obligation prior to the Effective Date to service and administer the Serviced Loans in compliance with the terms of the GMAC Servicing Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. COUNTRYWIDE HOME LOANS, INC., as the Company By:_____ Name: Title: COUNTRYWIDE HOME LOANS SERVICING LP, as Servicer By: Countrywide GP, Inc., its General partner By:_____ Name: Title: HSBC BANK USA, NATIONAL ASSOCIATION As Trustee for the holders of the Deutsche Alt-A Securities Mortgage Loan Trust, Series 2007-AR3, Mortgage Pass-Through Certificates By: /s/ Fernando Acebedo

Name: Fernando Acebedo Title: Vice President

ACKNOWLEDGED AND AGREED TO:

DB STRUCTURED PRODUCTS, INC. as DBSP

By: <u>/s/ Ernest Calabrese</u> Name: Ernest Calabrese

Title: Director

By: /s/ Rika Yano Name: Rika Yano Title: Vice President

DEUTSCHE ALT-A SECURITIES, INC., as Depositor

By: <u>/s/ Ernest Calabrese</u> Name: Ernest Calabrese

Title: Director

By: /s/ Rika Yano Name: Rika Yano Title: Vice President

WELLS FARGO BANK, N.A., as Master Servicer

By: /s/ Kristen Ann Cronin Name: Kristen Ann Cronin

Title: Vice President

ATTACHMENT 1 POOLING AND SERVICING AGREEMENT

[ON FILE WITH MCKEE NELSON LLP]

ATTACHMENT 2 SERVICED LOANS

[ON FILE WITH DBSP]

ATTACHMENT 3 SERVICING AGREEMENT

[ON FILE]

ATTACHMENT 4

EXHIBIT L TO THE SERVICING AGREEMENT REPORTING DATA FOR DEFAULTED LOANS

Data must be submitted to Wells Fargo Bank in an **Excel** spreadsheet format with fixed field names and data type. The **Excel** spreadsheet should be used as a template consistently every month when submitting data.

Table: Delinquency

Name	Type	Size
Servicer Loan #	Number	8
	(Double)	
Investor Loan #	Number	8
	(Double)	
Borrower Name	Text	20
Address	Text	30
State	Text	2
Due Date	Date/Time	8
Action Code	Text	2
FC Received	Date/Time	8
File Referred to Atty	Date/Time	8
NOD	Date/Time	8
Complaint Filed	Date/Time	8
Sale Published	Date/Time	8
Target Sale Date	Date/Time	8
Actual Sale Date	Date/Time	8
Loss Mit Approval Date	Date/Time	8
Loss Mit Type	Text	5
Loss Mit Estimated Completion	Date/Time	8
Date		
Loss Mit Actual Completion Date	Date/Time	8
Loss Mit Broken Plan Date	Date/Time	8
BK Chapter	Text	6
BK Filed Date	Date/Time	8
Post Petition Due	Date/Time	8
Motion for Relief	Date/Time	8
Lift of Stay	Date/Time	8
RFD	Text	10
Occupant Code	Text	10
Eviction Start Date	Date/Time	8
Eviction Completed Date	Date/Time	8
List Price	Currency	8
List Date	Date/Time	8
Accepted Offer Price	Currency	8
Accepted Offer Date	Date/Time	8
Estimated REO Closing Date	Date/Time	8
Actual REO Sale Date	Date/Time	8

<u>Items in bold are MANDATORY FIELDS.</u> We must receive information in those fields every month in order for your file to be accepted.

The Action Code Field should show the applicable numeric code to indicate that a special action is being taken. The Action Codes are the following:

12-Relief Provisions
15-Bankruptcy/Litigation
20-Referred for Deed-in-Lieu
30-Referred fore Foreclosure
60-Payoff
65-Repurchase
70-REO-Held for Sale
71-Third Party Sale/Condemnation
72-REO-Pending Conveyance-Pool Insurance claim filed

Wells Fargo Bank will accept alternative Action Codes to those above, provided that the Codes are consistent with industry standards. If Action Codes other than those above are used, the Servicer must supply Wells Fargo Bank with a description of each of the Action Codes prior to sending the file.

Description of Action Codes:

Action Code 12 - To report a Mortgage Loan for which the Borrower has been granted relief for curing a delinquency. The Action Date is the date the relief is expected to end. For military indulgence, it will be three months after the Borrower's discharge from military service.

Action Code 15 - To report the Borrower's filing for bankruptcy or instituting some other type of litigation that will prevent or delay liquidation of the Mortgage Loan. The Action Date will be either the date that any repayment plan (or forbearance) instituted by the bankruptcy court will expire or an additional date by which the litigation should be resolved.

Action Code 20 - To report that the Borrower has agreed to a deed-in-lieu or an assignment of the property. The Action Date is the date the Servicer decided to pursue a deed-in-lieu or the assignment.

Action Code 30 - To report that the decision has been made to foreclose the Mortgage Loan. The Action Date is the date the Servicer referred the case to the foreclosure attorney.

Action Code 60 - To report that a Mortgage Loan has been paid in full either at, or prior to, maturity. The Action Date is the date the pay-off funds were remitted to the Master Servicer.

Action Code 65 - To report that the Servicer is repurchasing the Mortgage Loan. The Action Date is the date the repurchase proceeds were remitted to the Master Servicer.

Action Code 70 - To report that a Mortgage Loan has been foreclosed or a deed-in-lieu of foreclosure has been accepted, and the Servicer, on behalf of the owner of the Mortgage Loan, has acquired the property and may dispose of it. The Action Date is the date of the foreclosure sale or, for deeds-in-lieu, the date the deed is recorded on behalf of the owner of the Mortgage Loan.

Action Code 71 - To report that a Mortgage Loan has been foreclosed and a third party acquired the property, or a total condemnation of the property has occurred. The Action Date is the date of the foreclosure sale or the date the condemnation award was received.

Action Code 72 - To report that a Mortgage Loan has been foreclosed, or a deed-in-lieu has been accepted, and the property may be conveyed to the mortgage insurer and the pool insurance claim has been filed. The Action Date is the date of the foreclosure sale, or, for deeds-in-lieu, the date of the deed for conventional mortgages.

The Loss Mit Type field should show the approved Loss Mitigation arrangement. The following are acceptable:

ASUM-Approved Assumption BAP-Borrower Assistance Program CO-Charge Off DIL-Deed-in-Lieu
FFA-Formal Forbearance Agreement
MOD-Loan Modification
PRE-Pre-Sale
SS-Short Sale
MISC-Anything else approved by the PMI or Pool Insurer

Wells Fargo Bank will accept alternative Loss Mitigation Types to those above, provided that they are consistent with industry standards. If Loss Mitigation Types other than those above are used, the Servicer must supply Wells Fargo Bank with a description of each of the Loss Mitigation Types prior to sending the file.

The Occupant Code field should show the current status of the property. The acceptable codes are:

Mortgagor Tenant Unknown Vacant

REALIZED LOSS CALCULATION INFORMATION

WELLS FARGO BANK, N.A. Form 332

Calculation of Realized Loss

<u>Purpose</u>

To provide the Servicer with a form for the calculation of any Realized Loss (or gain) as a result of a Mortgage Loan having been foreclosed and Liquidated.

Distribution

The Servicer will prepare the form in duplicate and send the original together with evidence of conveyance of title and appropriate supporting documentation to the Master Servicer with the Monthly Accounting Reports which supports the Mortgage Loan's removal from the Mortgage Loan Activity Report. The Servicer will retain the duplicate for its own records.

Due Date

With respect to any liquidated Mortgage Loan, the form will be submitted to the Master Servicer no later than the date on which statements are due to the Master Servicer under Section 4.02 of this Agreement (the "Statement Date") in the month following receipt of final liquidation proceeds and supporting documentation relating to such liquidated Mortgage Loan; provided, that if such Statement Date is not at least 30 days after receipt of final liquidation proceeds and supporting documentation relating to such liquidated Mortgage Loan, then the form will be submitted on the first Statement Date occurring after the 30th day following receipt of final liquidation proceeds and supporting documentation.

Preparation Instructions

The numbers on the form correspond with the numbers listed below.

- 1. The actual Unpaid Principal Balance of the Mortgage Loan.
- 2. The Total Interest Due less the aggregate amount of servicing fee that would have been earned if all delinquent payments had been made as agreed.
- 3-7. Complete as necessary. All line entries must be supported by copies of appropriate statements, vouchers, receipts, canceled checks, etc., to document the expense. Entries not properly documented will not be reimbursed to the Servicer.
- 8. Accrued Servicing Fees based upon the Scheduled Principal Balance of the Mortgage Loan as calculated on a monthly basis.
- 10. The total of lines 1 through 9.

Credits

- 11-17. Complete as necessary. All line entries must be supported by copies of the appropriate claims forms, statements, payment checks, etc. to document the credit. If the Mortgage Loan is subject to a Bankruptcy Deficiency, the difference between the Unpaid Principal Balance of the Note prior to the Bankruptcy Deficiency and the Unpaid Principal Balance as reduced by the Bankruptcy Deficiency should be input on line 16.
- 18. The total of lines 11 through 17.
 - Total Realized Loss (or Amount of Any Gain)
- 19. The total derived from subtracting line 18 from 10. If the amount represents a realized gain, show the amount in parenthesis ().

WELLS FARGO BANK, N.A. CALCULATION OF REALIZED LOSS

WELLS FARGO BAN	K, N.A. Trust:		
Prepared by:	Date:		
Phone:			
Servicer Loan No.	Servicer Name	Servicer Addı	ress
WELLS FARGO BANK, N.A.			
Loan NoBorrower' s Name:			
Borrower's Name:			
Property			
Address:			
Liquidation and Acquisition Exp	enses:		
Actual Unpaid Principal Balance o	f Mortgage Loan	\$	(1)
Interest accrued at Net Rate			(2)
Attorney's Fees			(3)
Taxes		-	(4)
Property Maintenance			(5)
MI/Hazard Insurance Premiums			
Hazard Loss Expenses			
Accrued Servicing Fees			
Other (itemize)			(9)
		\$	
Total Expenses		\$	(10)
Credits:			
Escrow Balance		\$	
HIP Refund			(12)
Rental Receipts			
Hazard Loss Proceeds	. 1.		
Primary Mortgage Insurance Proce			` ′
Proceeds from Sale of Acquired Pr	roperty		` ′
Other (itemize)			(17)
Total Credits		\$	(18)
I otal Ci cuits		Ψ	(10)

Total Realized Loss (or Amount of Gain) \$_____

Exhibit L-1: Standard File Layout - Master Servicing

Column Name	Description	Decimal	Format Comment	Max Size
SER_INVESTOR_NBR	A value assigned by the Servicer to define a group of loans.		Text up to 10 digits	20
LOAN_NBR	A unique identifier assigned to each loan by the investor.		Text up to 10 digits	10
SERVICER_LOAN_NBR	A unique number assigned to a loan by the Servicer. This may be different than the LOAN_NBR.		Text up to 10 digits	10
BORROWER_NAME	The borrower name as received in the file. It is not separated by firs and last name.	t	Maximum length of 30 (Last, First)	30
SCHED_PAY_AMT	Scheduled monthly principal and scheduled interest payment that a borrower is expected to pay, P&I constant.	2	No commas(,) or dollar signs (\$)	11
NOTE_INT_RATE	The loan interest rate as reported by the Servicer.	4	Max length of 6	6

NET_INT_RATE	The loan gross interest rate less the service fee rate as reported by the Servicer.	4	Max length of 6	6
SERV_FEE_RATE	The servicer's fee rate for a loan as reported by the Servicer.	4	Max length of 6	6
SERV_FEE_AMT	The servicer's fee amount for a loan as reported by the Servicer.	2	No commas(,) or dollar signs (\$)	11
NEW_PAY_AMT	The new loan payment amount as reported by the Servicer.	2	No commas(,) or dollar signs (\$)	11
NEW LOAN RATE	The new loan rate as reported by the Servicer.	4	Max length of 6	6
ARM INDEX RATE	The index the Servicer is using to calculate a forecasted rate.	4	Max length of 6	6
ACTL_BEG_PRIN_BAL	The borrower's actual principal balance at the beginning of the processing cycle.	2	No commas(,) or dollar signs (\$)	11
ACTL_END_PRIN_BAL	The borrower's actual principal balance at the end of the processing cycle.	2	No commas(,) or dollar signs (\$)	11
BORR_NEXT_PAY_DUE_DATE	The date at the end of processing cycle that the borrower's next payment is due to the Servicer, as reported by Servicer.	i	MM/DD/YYYY	10
SERV_CURT_AMT_1	The first curtailment amount to be applied.	2	No commas(,) or dollar signs (\$)	11
SERV_CURT_DATE_1	The curtailment date associated with the first curtailment amount.		MM/DD/YYYY	10
CURT ADJ AMT 1	The curtailment interest on the first curtailment amount, if applicable.	2	No commas(,) or dollar signs (\$)	11
SERV CURT AMT 2		2		11
	The second curtailment amount to be applied.	ŕ	No commas(,) or dollar signs (\$)	10
SERV_CURT_DATE_2	The curtailment date associated with the second curtailment amount.		MM/DD/YYYY	
CURT_ADJ_ AMT_2	The curtailment interest on the second curtailment amount, if applicable.	2	No commas(,) or dollar signs (\$)	11
SERV_CURT_AMT_3	The third curtailment amount to be applied.	2	No commas(,) or dollar signs (\$)	11
SERV_CURT_DATE_3	The curtailment date associated with the third curtailment amount.		MM/DD/YYYY	10
CURT ADJ AMT 3	The curtailment interest on the third curtailment amount, if applicable.	2	No commas(,) or dollar signs (\$)	11
PIF AMT	The loan "paid in full" amount as reported by the Servicer.	2	No commas(,) or dollar signs (\$)	11
			MM/DD/YYYY	10
PIF_DATE	The paid in full date as reported by the Servicer.		IVIIVI/DD/TTTT	10
ACTION_CODE	The standard FNMA numeric code used to indicate the default delinquent status of a particular loan.	′	Action Code Key: 15=Bankruptcy, 30=Foreclosure 60=PIF, 63=Substitution, 65=Repurchase,70=REO	
INT_ADJ_AMT	The amount of the interest adjustment as reported by the Servicer.	2	No commas(,) or dollar signs (\$)	11
SOLDIER_SAILOR_ADJ_AMT	The Soldier and Sailor Adjustment amount, if applicable.	2	No commas(,) or dollar signs (\$)	11
NON_ADV_LOAN_AMT	The Non Recoverable Loan Amount, if applicable.	2	No commas(,) or dollar signs (\$)	11
LOAN LOSS AMT	The amount the Servicer is passing as a loss, if applicable.	2	No commas(,) or dollar signs (\$)	11
SCHED_BEG_PRIN_BAL	The scheduled outstanding principal amount due at the beginning of the cycle date to be passed through to investors.	2	No commas(,) or dollar signs (\$)	11
SCHED_END_PRIN_BAL	The scheduled principal balance due to investors at the end of a processing cycle.	2	No commas(,) or dollar signs (\$)	11
SCHED_PRIN_AMT	The scheduled principal amount as reported by the Servicer for the current cycle only applicable for Scheduled/Scheduled Loans.	2	No commas(,) or dollar signs (\$)	11
SCHED_NET_INT	The scheduled gross interest amount less the service fee amount for the current cycle as reported by the Servicer only applicable for Scheduled/Scheduled Loans.	1	No commas(,) or dollar signs (\$)	11
ACTL_PRIN_AMT	The actual principal amount collected by the Servicer for the current reporting cycle only applicable for Actual/Actual Loans.		No commas(,) or dollar signs (\$)	11
ACTL_NET_INT	The actual gross interest amount less the service fee amount for the current reporting cycle as reported by the Servicer only applicable for Actual/Actual Loans.		No commas(,) or dollar signs (\$)	11
PREPAY_PENALTY_ AMT	The penalty amount received when a borrower prepays on his loan as reported by the Servicer.	2	No commas(,) or dollar signs (\$)	11
PREPAY_PENALTY_ WAIVED	The prepayment penalty amount for the loan waived by the servicer.	2	No commas(,) or dollar signs (\$)	11
		i	, , , , , , , , , , , , , , , , , , ,	\vdash
MOD_DATE	The Effective Payment Date of the Modification for the loan.		MM/DD/YYYY	10
MOD_TYPE	The Modification Type.		Varchar - value can be alpha or numeric	30
DELINQ_P&I_ADVANCE_AMT	The current outstanding principal and interest advances made by	2	No commas(,) or dollar signs (\$)	11

SERVICING AGREEMENT

This Servicing Agreement (this "Agreement") is made and entered into as of June 1, 2007 (the "Effective Date"), between Wells Fargo Bank, N.A., having an address at 1 Home Campus, Des Moines, Iowa 50328-0001 (the "Servicer" or the "Company") and HSBC Bank USA, National Association, as trustee for the holders of the certificates issued by Deutsche Alt-A Securities Mortgage Loan Trust, Series 2007-AR3 (including its successors in interest and any successor trustee under the Pooling Agreement as defined below, the "Trustee") and acknowledged and agreed to by Deutsche Alt-A Securities, Inc. as depositor (the "Depositor"), DB Structured Products, Inc., as seller ("DBSP") and Wells Fargo Bank, N.A., as master servicer (the "Master Servicer") and as securities administrator (the "Securities Administrator").

WITNESSETH

WHEREAS, the Depositor, the Master Servicer, the Securities Administrator, Clayton Fixed Income Services, Inc. as credit risk manager and the Trustee entered into the Pooling and Servicing Agreement (the "Pooling and Servicing Agreement"), dated as of April 1, 2007, relating to Deutsche Alt-A Securities Mortgage Loan Trust, Series 2007-AR3, Mortgage Pass-Through Certificates and attached hereto as <u>Attachment 1</u>;

WHEREAS, Ocwen Loan Servicing, LLC (successor to Ocwen Federal Bank FSB) ("Ocwen") is currently servicing certain residential mortgage loans identified on the schedule annexed hereto as <u>Attachment 2</u> (the "Serviced Loans"), until the Effective Date for the benefit of the Trustee pursuant to the provisions of the Interim Servicing and Servicing Rights Purchase Agreement, dated as of February 1, 2004, as amended by Amendment Number One, dated June 30, 2004 by and among DBSP, Ocwen Financial Corporation and Ocwen Federal Bank FSB, as modified in accordance with the terms of assignment, assumption and recognition agreements, dated as of April 30, 2007, among DBSP as assignor, the Depositor as assignee and Ocwen, and acknowledged and agreed to by the Master Servicer;

WHEREAS, pursuant to Section 2.03 of the Ocwen Servicing Agreement, DBSP has the right to transfer the servicing responsibilities of Ocwen with respect to the Serviced Loans upon the satisfaction of certain conditions set forth in the Ocwen Servicing Agreement;

WHEREAS, pursuant to the deboarding agreement, dated as of June 1, 2007, by and between DBSP and Ocwen, DBSP and Ocwen agree, by mutual consent, to terminate the Ocwen Servicing Agreement, with respect to the Serviced Loans, effective as of the Effective Date.

WHEREAS, the Depositor and DBSP desire to effectuate the replacement of Ocwen as the Servicer with respect to the Serviced Loans;

Therefore, in consideration of the mutual promises contained herein, the parties hereto agree that the Servicer shall service the Serviced Loans, for the benefit of the Trustee pursuant to the provisions of that certain Servicing Agreement, dated as of December 1, 2005, between DBSP and the Company (the "Servicing Agreement") as modified in accordance with the terms of this Agreement; provided that to the extent any mortgage loan identified on Attachment 2 is repurchased by the Company, such mortgage loan shall no longer be a "Serviced Loan" and shall no longer be subject to this Agreement.

Defined Terms

1. Capitalized terms used herein but not defined shall have the meanings ascribed to them in the Servicing Agreement or, with respect to such undefined terms in Section 6 herein, to the Pooling and Servicing Agreement.

Appointment of Servicer

2. Each of the Depositor, DBSP, the Master Servicer and the Trustee consents to the appointment of the Servicer, and hereby designates Wells Fargo Bank, N.A., as Servicer of the Serviced Loans from and after the Effective Date. Any fees and expenses incurred by the Master Servicer in connection with the appointment of the Servicer shall be paid by DBSP.

Representations, Warranties and Covenants

- 3. The Servicer warrants and represents to, and covenants with, the Trustee as of the Effective Date:
- (a) Attached hereto as <u>Attachment 3</u> is a true and accurate copy of the Servicing Agreement, which Servicing Agreement is in full force and effect as of the Effective Date and the provisions of which, except as set forth herein, have not been waived, amended or modified in any respect, nor has any notice of termination been given thereunder;
- (b) The Servicer is a national banking association, duly organized, validly existing and in good standing under the laws of the United States of America, and has all requisite power and authority to service the Serviced Loans and otherwise to perform its obligations under the Servicing Agreement, as modified by this Agreement;
- this Agreement, and to consummate the transactions set forth herein. The consummation of the transactions contemplated by this Agreement is in the ordinary course of the Servicer's business and will not conflict with, or result in a breach of, any of the terms, conditions or provisions of the Servicer's charter or by-laws or any legal restriction, or any material agreement or instrument to which the Servicer is now a party or by which it is bound, or result in the violation of any law, rule, regulation, order, judgment or decree to which the Servicer or its property is subject. The execution, delivery and performance by the Servicer of this Agreement and the consummation by it of the transactions contemplated hereby, have been duly authorized by all necessary action on the part of the Servicer. This Agreement has been duly executed and delivered by the Servicer, and, upon the due authorization, execution and delivery by Trustee and Master Servicer, will constitute the valid and legally binding obligation of the Servicer, enforceable against the Servicer in accordance with its terms except as enforceability may be limited by bankruptcy, reorganization, insolvency, moratorium or other similar laws administered by the FDIC affecting the contract obligations of insured banks now or hereafter in effect, and by general principles of equity regardless of whether enforceability is considered in a proceeding in equity or at law;
- (d) No consent, approval, order or authorization of, or declaration, filing or registration with, any governmental entity is required to be obtained or made by the Servicer in connection with the execution, delivery or performance by the Servicer of this Agreement, or the consummation by it of the transactions contemplated hereby;
- (e) From and after the Effective Date, the Servicer shall service the Serviced Loans in accordance with the terms and provisions of the Servicing Agreement, as modified by this Agreement. The Servicer shall establish a Custodial Account and an Escrow Account under the Servicing Agreement with respect to the Serviced Loans separate from the Custodial Account and Escrow Account previously established under the Servicing Agreement in favor of Trustee, and shall remit collections received on the Serviced Loans to the appropriate account as required by the Servicing Agreement. The Custodial Account and the Escrow Account each shall be entitled "Wells Fargo Bank, National Association, as servicer in trust for Deutsche Alt-A Securities Mortgage Loan Trust, Series 2007-AR3" and shall be established and maintained with a Qualified Depository. Any funds held in the Custodial Account are and shall remain uninvested.
- (f) There are no legal proceedings pending or threatened against the Servicer or proceedings known to be contemplated by governmental authorities against the Servicer which in the judgment of the Servicer would result, in each case, in any material adverse change in the ability of the Servicer to perform its obligations under this Agreement or the Servicing Agreement. The Servicer is solvent;

Except as disclosed on Attachment 4 hereto, there are no affiliations with nor any relationships or transactions of a type described in Item 1119(b) of Regulation AB with respect to the Servicer and any of the following parties:

- (1) DB Structured Products, Inc.;
- (2) Deutsche Alt-A Securities, Inc.;
- (3) Deutsche Alt-A Securities Mortgage Loan Trust, Series 2007-AR3;
- (4) the Master Servicer (as master servicer and securities administrator);
- (5) the Trustee;
- (6) Wells Fargo Bank, N.A. and Deutsche Bank National Trust Company as custodians;
- (7) Swiss Re Financial Products Corporation (as cap provider); and
- (8) Deutsche Bank AG New York Branch (as swap provider)
- (9) MBIA Insurance Corporation (as group I senior certificate insurer)
- (h) To make all the representations and warranties regarding the Servicer set forth in Section 3.01 of the Servicing Agreement as of the Effective Date. No other document need be prepared indicating that the Servicer is making such representations and warranties as to the applicable Serviced Loans as of such date.

Recognition of Trustee.

- 4. The Servicer recognizes the Trustee as owner of the Serviced Loans, and acknowledges that the Serviced Loans are part of a REMIC, and from and after the Effective Date, will service the Serviced Loans in accordance with the Servicing Agreement, as modified by this Agreement, but in no event in a manner that would (i) cause any REMIC to fail to qualify as a REMIC or (ii) result in the imposition of a tax upon any REMIC (including but not limited to the tax on prohibited transactions as defined in Section 860F(a)(2) of the Internal Revenue Code of 1986 (the "Code") and the tax on contributions to a REMIC set forth in Section 860G(d) of the Code). It is the intention of the Servicer and the Trustee that this Agreement shall be binding upon and for the benefit of the respective successors and assigns of the parties hereto. The Servicer shall not amend or agree to amend, modify, waive, or otherwise alter any of the terms or provisions of the Servicing Agreement which amendment, modification, waiver or other alteration would in any way affect the Serviced Loans without the prior written consent of the Trustee.
- 5. The Servicer hereby acknowledges that the Trustee, acting pursuant to the terms of the Pooling and Servicing Agreement, has the right to enforce all obligations of the Servicer, as they relate to the Serviced Loans, under the Servicing Agreement. Such right will include, without limitation, the right to indemnification, the right to terminate the Servicing Agreement upon the occurrence of an Event of Default thereunder and the right to exercise certain rights of consent and approval relating to actions taken by the Servicer under the Servicing Agreement. In addition, any notice required to be given by the "Owner" pursuant to Section 10.01 of the Servicing Agreement shall be given by the Trustee. The Servicer further acknowledges that pursuant to the terms of the Pooling and Servicing Agreement, the Master Servicer is required to monitor the performance of the Servicer under the Servicing Agreement. The Master Servicer shall have the right to receive all remittances required to be made by the Servicer under the Servicing Agreement, the right to receive all monthly reports and other data required to be delivered by the Servicer under the Servicing Agreement, the right to examine the books and records of the Servicer under the Servicing Agreement and the right to indemnification under the Servicing Agreement. In addition, if the Servicer shall fail to remit any payment pursuant to the Servicing Agreement, the Master Servicer shall notify the Trustee and the Trustee shall notify the Servicer of such failure as set forth in Section 10.01 of the Servicing Agreement. The Servicer hereby

agrees to make all remittances required under the Servicing Agreement to the Master Servicer for the benefit of the Certificateholders in accordance with the following wire instructions:

Wells Fargo Bank, N.A. ABA Number: 121000248 Account Name: SAS Clearing Account Number: 3970771416

For further credit to: DBALT 2007-AR3 Account Number 53136000.

The Servicer shall deliver all reports required to be delivered under the Servicing Agreement to the Master Servicer at its address set forth in Section 8 herein.

6. In the event that DBSP substitutes any Deleted Mortgage Loans with any Qualified Substitute Mortgage Loans in the manner set forth in the Pooling and Servicing Agreement, the Servicer shall determine the amount (the "Substitution Shortfall Amount"), if any, by which the aggregate purchase price of all such Deleted Mortgage Loans exceeds the aggregate of, as to each such Qualified Substitute Mortgage Loan, (x) the scheduled principal balance thereof as of the date of substitution, together with one month's interest on such scheduled principal balance at the applicable Mortgage Interest Rate (minus the Administration Fee Rate (as defined below)), plus (y) all outstanding Monthly Advances and Servicing Advances (including nonrecoverable Monthly Advances and nonrecoverable Servicing Advances) related thereto. On the date of such substitution, DBSP will deliver or cause to be delivered to the Servicer for deposit in the Custodial Account an amount equal to the Substitution Shortfall Amount, if any, and the Servicer shall certify in writing to the Trustee that it has received such Substitution Shortfall Amount from DBSP. The Servicer shall remit such Substitution Shortfall Amount to the securities administrator on the next succeeding Servicer Remittance Date. As used in this Section, the "Administration Fee Rate" means the sum of the rates used to calculate the fees payable to the Servicer and the Master Servicer under the Pooling and Servicing Agreement.

Modification of the Servicing Agreement

- 7. Only insofar as it relates to the Serviced Loans, the parties hereto hereby amend the Servicing Agreement as follows:
 - (a) The following definitions are added to Article I of the Servicing Agreement:
 - "<u>Determination Date</u>": With respect to any Remittance Date, the Business Day immediately preceding such Remittance Date.
 - "<u>Distribution Date</u>": The 25th day of any month, or if such 25th day is not a Business Day, the Business Day immediately following such 25th day, commencing in June 2007.
 - "<u>Due Period</u>": With respect to each Remittance Date, the period commencing on the second day of the month preceding the month of the Remittance Date and ending on the first day of the month of the Remittance Date.
 - "Monthly Advance": The portion of each Monthly Payment that is delinquent with respect to each Mortgage Loan at the close of business on the Determination Date required to be advanced by the Servicer pursuant to Section 5.03 on the Business Day immediately preceding the Remittance Date of the related month.
 - "Rating Agencies": Fitch Ratings, Moody's Investors Services, Inc. and Standard & Poor's Ratings Services, or their successors. If such agencies or their successors are no longer in existence, "Rating Agencies" shall be such nationally recognized statistical rating agencies, or other comparable Persons, designated by the Depositor, notice of which designation shall be given to the Trustee.

- "Securities Administrator": Wells Fargo Bank, National Association or any successor thereto.
- "Trust": Deutsche Alt-A Securities Mortgage Loan Trust, Series 2007-AR3.
- "Trustee": HSBC Bank USA, National Association a national banking association, or its successor in interest, or any successor trustee.
- "Trustee MIN": 1003169
- (b) The definition of "Business Day" is modified by replacing clause (ii) with the following:
 - "(ii) a day on which banking institutions in the State of New York, the State of Maryland, the State of Iowa, the State of California, the State of Minnesota, the State of South Carolina, the State in which any Corporate Trust Office of the Trustee is located are authorized or obligated by law or executive order to be closed."
- (c) The definition of "Depositor" is hereby deleted in its entirety and replaced with the following:
 - "Depositor": Deutsche Alt-A Securities, Inc.
- (d) The definition of "First Remittance Date" in Article I of the Servicing Agreement is modified by deleting such definition in its entirety and replacing it with the following:
 - "First Remittance Date": June 18th, 2007.
- (e) The definition of "Master Servicer" is hereby deleted in its entirety and replaced with the following: "Master Servicer": Wells Fargo Bank, N.A. or any successor thereto.
- (f) All references to "Monthly Accounting Cut-Off Date" are hereby replaced with "Determination Date".
- (g) The definition of "Opinion of Counsel" is hereby deleted in its entirety and replaced with the following:
 - "Opinion of Counsel": A written opinion of counsel, who may, without limitation, be salaried counsel for the Depositor, the Servicer, the Securities Administrator or the Master Servicer, acceptable to the Trustee, except that any opinion of counsel relating to (a) the qualification of any REMIC as a REMIC or (b) compliance with the REMIC Provisions must be an opinion of independent counsel; provided, however, any Opinion of Counsel provided by the Servicer pursuant to clause (b) above may be provided by internal counsel; provided that the delivery of such Opinion of Counsel shall not release the Servicer from any of its obligations hereunder and the Servicer shall be responsible for such contemplated actions or inaction, as the case may be, to the extent it conflicts with the terms of this Agreement.
- (h) The definition of "Principal Prepayment Period" is hereby deleted in its entirety and replaced with the following:
 - <u>"Principal Prepayment Period":</u> With respect to any Distribution Date, the period commencing on the 14th day of the calendar month preceding the calendar month in which such Distribution Date occurs and ending on the 13th day of the calendar month in which the related Distribution Date occurs.
- (i) The definition of "Qualified Depository" is hereby amended by deleting the word "or" following the words "Standard & Poor's Ratings Services" and replacing it with "and".
- (j) The following language is added to the end of the definition of "REMIC Provisions": "as well as provisions of applicable state laws".

(k) The definition of "Remittance Date" is hereby deleted in its entirety and replaced with the following:

"Servicer Remittance Date: With respect to any Distribution Date, the 18th day of the month in which such Distribution Date occurs; provided that if such 18th day of a given month is not a Business Day, the Servicer Remittance Date for such month shall be the Business Day immediately preceding such 18th day."

All references to "Remittance Date" set forth in this Agreement are hereby replaced with "Servicer Remittance Date".

- (l) The definition of "Servicing Advances" is hereby amended by adding the following language after the phrase "including reasonable attorney's fees and disbursements": "but excluding any fees associated with the registration of any Mortgage Loan on the MERS System as required under Section 4.01".
- (m) The definition of "Servicing Fee Rate" is hereby deleted in its entirety and replaced with the following: "Servicing Fee Rate: With respect to each Mortgage Loan, the per annum rate specified per Mortgage
 - "Servicing Fee Rate: With respect to each Mortgage Loan, the per annum rate specified per Mortgage Loan on the Mortgage Loan Schedule."
- (n) Section 3.01(k) shall be inapplicable.
- (o) Section 4.01 is modified by adding the following to the second paragraph, after the third sentence:
 - In the event of any such modification which permits the deferral of interest or principal payments on any Mortgage Loan, the Servicer shall, on the Business Day immediately preceding the Remittance Date in any month in which any such principal or interest payment has been deferred, deposit in the Custodial Account from its own funds, in accordance with Section 5.03, the difference between (a) such month's principal and one month's interest at the Mortgage Loan Remittance Rate on the unpaid principal balance of such Mortgage Loan and (b) the amount paid by the Mortgagor.
- (p) Section 4.01 is modified by adding the following to the first sentence in the second paragraph after the words "future advances":
 - ", other than Servicing Advances,"
- (q) Section 4.01 is modified by deleting the last paragraph from such section and replacing it with the following: "Notwithstanding anything to the contrary contained herein, the Servicer may not waive a Prepayment Penalty except under the following circumstances: (i) such waiver is standard and customary in servicing similar Mortgage Loans and such waiver is related to a default or reasonably foreseeable default and would, in the reasonable judgment of the Servicer, maximize recovery of total proceeds taking into account the value of such Prepayment Penalty and the related Mortgage Loan and, if such waiver is made in connection with a refinancing of the related Mortgage Loan, such refinancing is related to a default or a reasonably foreseeable default, (ii) such Prepayment Penalty is unenforceable in accordance with applicable law or the collection of such related Prepayment Penalty would otherwise violate applicable law or (iii) the collection of such Prepayment Penalty would be considered "predatory" pursuant to written guidance published or issued by any applicable federal, state or local regulatory authority acting in its official capacity and having jurisdiction over such matters. In the event the Servicer waives any Prepayment Penalty, other than as set forth in (i), (ii) and (iii) above, the Servicer shall deposit the amount of any such Prepayment Penalty in the Custodial Account for distribution to the Owner on the next Remittance Date."
- (r) Section 4.04 (vi) is modified by adding after the word "Sections", "4.01, 5.03".
- (s)

Section 4.04 is also modified by deleting the "and" at the end of clause (viii), deleting the "." at the end of clause (ix) and adding a "," and adding the following clause: "(x) with respect to each Principal Prepayment an amount (to be paid by the Servicer out of its funds) which, when added to all amounts allocable to interest received in connection with the Principal Prepayment, equals one month's interest on the amount of principal so prepaid at the Mortgage Loan Remittance Rate;

- (t) Section 4.05 is modified by deleting the word "and" at the end of clause (ix), deleting the "." at the end of clause (x) and adding ";" and adding the following clauses: "(xi) to reimburse itself for expenses incurred and reimbursable to it pursuant to the fees paid to MERS under Section 4.01; and (xii) to reimburse itself for any Monthly Advance or Servicing Advance previously made by it which the Servicer has determined to be a nonrecoverable Monthly Advance or a nonrecoverable Servicing Advance, as evidenced by the delivery to the Master Servicer of a certificate signed by two officers of the Servicer".
- (u) Section 4.10 is modified by deleting the following from the end of the fourth paragraph of such section: "and if the Mortgage does not obtain such coverage, the Servicer shall immediately force place the required coverage on the Mortgagor's behalf."
- (v) Section 4.13 is deleted in its entirety and replaced with the following: "The Servicer or its agent shall inspect the Mortgaged Property as often as deemed necessary by the Servicer in accordance with Accepted Servicing Practices or as may be required by the primary mortgage guaranty insurer, to assure itself that the value of the Mortgaged Property is being preserved. The Servicer shall keep a record of each such inspection and, upon request, shall provide the Owner with an electronic report of each such inspection."
- (w) Section 4.15 is modified by adding the "or other applicable law" after "(ii), after Homeowners Protection Act of 1998, 12 U.S.C. § 4901, et seq.,".
- (x) Section 4.16 is modified by deleting the "." from the first sentence in the second paragraph and adding the following: "in a manner which does not cause such REO Property to fail to qualify as "foreclosure property" within the meaning of Section 860G(a)(8) of the Code or result in the receipt by any Trust REMIC created hereunder of any "income from non-permitted assets" within the meaning of Section 860F(a)(2)(B) of the Code, or any "net income from foreclosure property" which is subject to taxation under the REMIC Provisions."
- (y) Section 4.16 is further modified by deleting the first sentence from the third paragraph and replacing it with the following: "The Servicer, shall either sell any REO Property by the close of the third calendar year following the calendar year in which the Trust acquires ownership of such REO Property for purposes of Section 860(a)(8) of the Code or request from the Internal Revenue Service, no later than 60 days before the day on which the three-year grace period would otherwise expire an extension of the three-year grace period, unless the Servicer had delivered to the Trustee an Opinion of Counsel, addressed to the Trustee and the Depositor, to the effect that the holding by the Trust of such REO Property subsequent to three years after its acquisition will not result in the imposition on any Trust REMIC created hereunder of taxes on "prohibited transactions" thereof, as defined in Section 860F of the Code, or cause any Trust REMIC hereunder to fail to qualify as a REMIC under Federal law at any time that any Certificates issued by the Trust are outstanding."
- (z) Section 4.24(a) is modified by inserting ", 9.01(e)(vii)" after "9.01(e)(vi)".
- (aa) The last paragraph of Section 4.24 is modified by inserting the words "and the other certifications" after the words "assessment of compliance and attestation".
- (bb) The first paragraph of Section 5.01 is deleted in its entirety and replaced with the following: "On each Remittance Date the Servicer shall remit by wire transfer of immediately available funds to the Owner (a) all amounts deposited in the Custodial Account as of the close of business on the Determination Date (net of charges against or withdrawals from the Custodial Account pursuant to Section 4.05), plus (b) all amounts, if any, which the Servicer is obligated to distribute pursuant to Section 5.03, minus (c) any amounts attributable to Principal Prepayments received after the applicable Principal Prepayment Period which amounts shall be

remitted on the following Remittance Date, together with any additional interest required to be deposited in the Custodial Account in connection with such Principal Prepayment in accordance with Section 4.04(viii); and minus (d) any amounts attributable to Monthly Payments collected but due on a Due Date or Dates subsequent to the first day of the month of the Remittance Date."

- (cc) The second paragraph of Section 5.01 of the Servicing Agreement is modified by deleting from the first sentence therein the words "second Business Day following the" and by deleting the word "second" from the second sentence therein.
- (dd) Section 5.02 is deleted in its entirety and replaced with the following:

"No later than the tenth (10th) calendar day (or if such tenth (10th) day is not a Business Day, the first Business Day immediately preceding such tenth (10th) day) of each month, Servicer shall furnish to the Master Servicer a computer tape or data file containing the data specified in Exhibit D, which data shall reflect information from the Due Period immediately preceding the Servicer Remittance Date and such other information with respect to the Mortgage Loans as the Master Servicer may reasonably require to allocate remittances made pursuant to this Agreement and provide appropriate statements with respect to such remittances.

No later than the tenth (10th) calendar day (or if such tenth (10th) day is not a Business Day, the first Business Day immediately preceding such tenth (10th) day) of each month, the Servicer shall deliver to the Master Servicer by electronic mail (or by such other means as the Servicer and the Master Servicer may agree from time to time) a prepayment report with respect to the related Servicer Remittance Date (which may be included as part of the computer tape or data file described in the immediately preceding paragraph). Such prepayment report shall include such information with respect to Prepayment Penalties as the Master Servicer may reasonable require in order for it to perform its prepayment verification duties and to issue its findings in a verification report (the "Verification Report"). The Master Servicer shall forward the Verification Report to the Servicer and shall notify the Servicer if the Master Servicer has determined that the Servicer did not deliver the appropriate Prepayment Penalties to the Securities Administrator in accordance with the this Agreement. If the Servicer agrees with the verified amounts, the Servicer shall adjust the immediately succeeding remittance report and the amount remitted to the Securities Administrator with respect to prepayments accordingly. If the Servicer disagrees with the determination of the Master Servicer, the Servicer shall, within five (5) Business Days of its receipt of the Verification Report, notify the Master Servicer of such disagreement and provide the Master Servicer with detailed information to support its position. The Servicer and the Master Servicer shall cooperate to resolve any discrepancy on or prior to the immediately succeeding Servicer Remittance Date, and the Servicer will indicate the effect of such resolution on the related remittance report and shall adjust the amount remitted with respect to prepayments on such Servicer Remittance Date accordingly. During such time as the Servicer and the Master Servicer are resolving discrepancies with respect to the Prepayment Penalties, no payments in respect of any disputed Prepayment Penalties will be remitted to the Securities Administrator for deposit in the related distribution account established under the Pooling and Servicing Agreement. In connection with its duties, the Master Servicer shall be able to rely solely on the information provided to it by the Servicer in accordance with this Agreement. The Master Servicer shall not be responsible for verifying the accuracy of any of the information provided to it by the Servicer. Supplemental reporting for the Mortgage Loans which have been paid in full will be furnished to the Master Servicer two Business Days following the 13th calendar day of each month"

(ee) Section 5.03 "Reserved" is replaced with the following:

Monthly Advances by Servicer. On the Business Day immediately preceding each Remittance Date, the Servicer shall deposit in the Custodial Account from its own funds or from amounts held for future distribution an amount equal to all Monthly Payments (with interest adjusted to the Mortgage Loan

Remittance Rate) which were due on the Mortgage Loans during the applicable Due Period and which were delinquent at the close of business on the immediately preceding Determination Date or which were deferred pursuant to Section 4.01. Any amounts held for future distribution and so used shall be replaced by the Servicer by deposit in the Custodial Account on or before any future Remittance Date if funds in the Custodial Account on such Remittance Date shall be less than payments to the Owner required to be made on such Remittance Date. The Servicer's obligation to make such Monthly Advances as to any Mortgage Loan will continue through the last Monthly Payment due prior to the payment in full of the Mortgage Loan, or through the last Remittance Date prior to the Remittance Date for the distribution of all Liquidation Proceeds and other payments or recoveries (including REO Disposition Proceeds. Insurance Proceeds and Condemnation Proceeds) with respect to the Mortgage Loan; provided, however, that such obligation shall cease if the Servicer determines, in its sole reasonable opinion, that advances with respect to such Mortgage Loan are non-recoverable by the Servicer from Liquidation Proceeds. REO Disposition Proceeds, Insurance Proceeds, Condemnation Proceeds, or otherwise with respect to a particular Mortgage Loan. In the event that the Servicer determines that any such advances are nonrecoverable, the Servicer shall provide the Owner with a certificate signed by two officers of the Servicer evidencing such determination.

- (ff) The second paragraph of Section 6.02 is modified by inserting the words "other than as a result of a modification of the Mortgage pursuant to the terms of this agreement or a liquidation of the Mortgaged Property pursuant to the terms of this agreement" after the words "by the Mortgage" in the first sentence of such paragraph.
- (gg) Section 6.04(i) and the number "(ii)" are deleted in their entirety.
- (hh) Section 6.04 is modified by replacing each reference to (i) "Owner, any Master Servicer and any Depositor" or (ii) "Owner, such Master Servicer and such Depositor" with "Master Servicer".
- (ii) Section 6.05 is hereby deleted in its entirety and replaced with the following "Reserved".
- (jj) Section 6.06(i) is modified by inserting a quotation mark after the words "Applicable Servicing Criteria".
- (kk) Section 6.06(iv) is modified by inserting the words ", and cause each Subservicer and Subcontractor described in clause (iii) above to provide," after the word "deliver".
- (ll) Section 6.06(iv) is modified by inserting the words ", signed by the appropriate officer of the Servicer, the related Subservicer or the related Subcontractor, as applicable," after the words "a certification".
- (mm) Section 6.06 is modified by replacing each reference to (i) "Owner, any Master Servicer and any Depositor" or (ii) "Owner, such Master Servicer and such Depositor" with "Master Servicer."
- (nn) Section 6.06 is modified by adding the following new paragraph after subpart (iv):
 - "The Servicer acknowledges that the parties identified in clause (iv) above may rely on the certification provided by the Servicer pursuant to such clause in signing a Sarbanes Certification and filing such with the Commission."
- (oo) Section 6.07(i) is modified by inserting the words "(and if the Servicer is servicing any of the Mortgage Loans in a Securitization Transaction, appoint a successor servicer reasonably acceptable to any Master Servicer for such Securitization Transaction)" after the words "any compensation to the Servicer".
- (pp) The following paragraph is added to Section 6.09:

"The Servicer shall not permit the creation of any "interests" (within the meaning of Section 860G of the Code) in any REMIC. The Servicer shall not enter into any arrangement by which a REMIC will receive a fee or other compensation for services nor permit a REMIC to receive any income from assets other than "qualified mortgages" as defined in Section 860G(a)(3) of the Code or "permitted investments" as defined in Section 860G(a)(5) of the Code."

- (qq) The first paragraph of 9.01(e) is modified by deleting the words "paragraphs (i), (iii) and (vii)" and replacing such words with "paragraphs (i), (iii) and (viii)".
- (rr) The first line of Section 9.01(e)(iv) is modified by deleting the word "its" and replacing such word with "the".
- (ss) Section 9.01(e)(iv) is modified by inserting the words "(or cause each Subservicer to)" after the words "the Servicer shall".
- (tt) Section 9.01(e)(vii) is modified by deleting such section in its entirety and replacing it with the following:
 - "(vii) In addition to such information as the Servicer, as servicer, is obligated to provided pursuant to other provisions of this Agreement, not later than ten days prior to the deadline for the filing of any distribution report on Form 10-D in respect of any Securitization Transaction that includes any of the Mortgage Loans serviced by the Servicer or any Subservicer, the Servicer or such Subservicer, as applicable, shall, to the extent the Servicer or such Subservicer has knowledge, provided to the party responsible for filing such report (including, if applicable, the Master Servicer) notice of the occurrence of any of the following events along with all information, data, and materials related thereto as may be required to be included in the related distribution report on Form 10-D (as specified in the provisions of Regulation AB referenced below):
 - (A) any material modifications, extensions or waivers of pool asset terms, fees, penalties or payments during the distribution period (Item 1121(a) of Regulation AB);
 - (B) material breaches of pool asset representations or warranties or transaction covenants (Item 1221(a)(12) of Regulation AB); and
 - (C) information regarding new asset-backed securities issuances backed by the same pool assets, any pool asset changes (such as, additions, substitutions or repurchases), and any material changes in origination, underwriting or other criteria for acquisition or selection of pool assets (Item 1221(a)(14) of Regulation AB).
 - (viii) The Servicer shall provide to the Owner, any Master Servicer and any Depositor, evidence of the authorization of the person signing any certification or statement, copies or other evidence of Fidelity Bond Insurance and Errors and Omission Insurance policy, financial information and reports, and such other information related to the Servicer or any Subservicer or the Servicer or such Subservicer or the Servicer or such Subservicer's performance hereunder."
- (uu) Section 10.01(ii) is modified by inserting the words "(other than as set forth in Section 6.07)" after the words "set forth in this Agreement".
- (vv) Section 10.01(ix) is modified by deleting such section in its entirety.
- (ww) [Reserved]
- (xx) Exhibit D is modified to include the information set forth on <u>Attachment 5</u> hereto or in such other mutually agreeable format agreed upon between the Servicer and the Master Servicer.

(yy) Exhibit H is modified by deleting such exhibit in its entirety and replacing it with <u>Attachment 6</u> attached hereto.

Miscellaneous

- 8. All demands, notices and communications related to the Serviced Loans, the Servicing Agreement and this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered at or mailed by registered mail, postage prepaid, as follows:
 - (a) In the case of the Servicer,

Wells Fargo Bank, N.A.

1 Home Campus
Des Moines, Iowa 50328-0001
Attention: General Counsel- MAC X2401-06T

(b) In the case of the Master Servicer,

Wells Fargo Bank, N.A. 9062 Old Annapolis Road Columbia, Maryland 21045 Attention: Client Manager - DBALT 2007 - AR3 Telecopier: (410) 715-2380

(c) In the case of the Trustee,

HSBC Bank USA, National Association 452 Fifth Avenue New York, New York 10018 Attention: Deutsche Alt-A Securities Mortgage Loan Trust, Series 2007-AR3

- 9. Each party will pay any commissions, fees and expenses, including attorney's fees, it has incurred in connection with the negotiations for, documenting of and closing of the transactions contemplated by this Agreement.
- 10. This Agreement shall be construed in accordance with the laws of the State of New York, without regard to conflicts of law principles (other than Section 5-1401 of the General Obligations Law), and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with such laws.
- 11. No term or provision of this Agreement may be waived or modified unless such waiver or modification is in writing and signed by the party against whom such waiver or modification is sought to be enforced.
- 12. This Agreement shall inure to the benefit of the successors and assigns of the parties hereto. Any entity into which Servicer or Trustee may be merged or consolidated shall, without the requirement for any further writing, be deemed Servicer or Trustee, respectively, hereunder.
- 13. This Agreement may be executed simultaneously in any number of counterparts. Each counterpart shall be deemed to be an original and all such counterparts shall constitute one and the same instrument.
- 14. In the event that any provision of this Agreement conflicts with any provision of the Servicing Agreement with respect to the Serviced Loans, the terms of this Agreement shall control.

15.

For purposes of this Agreement, the Master Servicer shall be considered a third party beneficiary to this Agreement entitled to all the rights and benefits accruing to the Master Servicer, herein as if it were a direct party to this Agreement.

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

WELLS FARGO BANK, N.A. Servicer

By: <u>/s/ Laurie McGoogan</u> Name: Laurie McGoogan Title: Vice President

HSBC BANK USA, NATIONAL ASSOCIATION

Trustee for the holders of the Deutsche Alt-A Securities Mortgage Loan Trust, Series 2007-AR3
Mortgage Pass-Through Certificates

By: /s/ Fernando Acebedo

Title: Vice President

Name: Fernando Acebedo

ACKNOWLEDGED AND AGREED TO:

DEUTSCHE ALT-A SECURITIES, INC.

Depositor

By: <u>/s/ Ernest Calabrese</u> Name: Ernest Calabrese

Title: Director

By:/s/ Rika Yano Name: Rika Yano Title: Vice President

DB STRUCTURED PRODUCTS, INC.

Seller

By: <u>/s/ Ernest Calabrese</u> Name: Ernest Calabrese

Title: Director

By:/s/ Rika Yano Name: Rika Yano Title: Vice President

WELLS FARGO BANK, N.A.

Master Servicer and Securities Administrator

By:/s/ Kristen Ann Cronin Name: Kristen Ann Cronin

Title: Vice President

POOLING AND SERVICING AGREEMENT

[On File with McKee Nelson LLP]

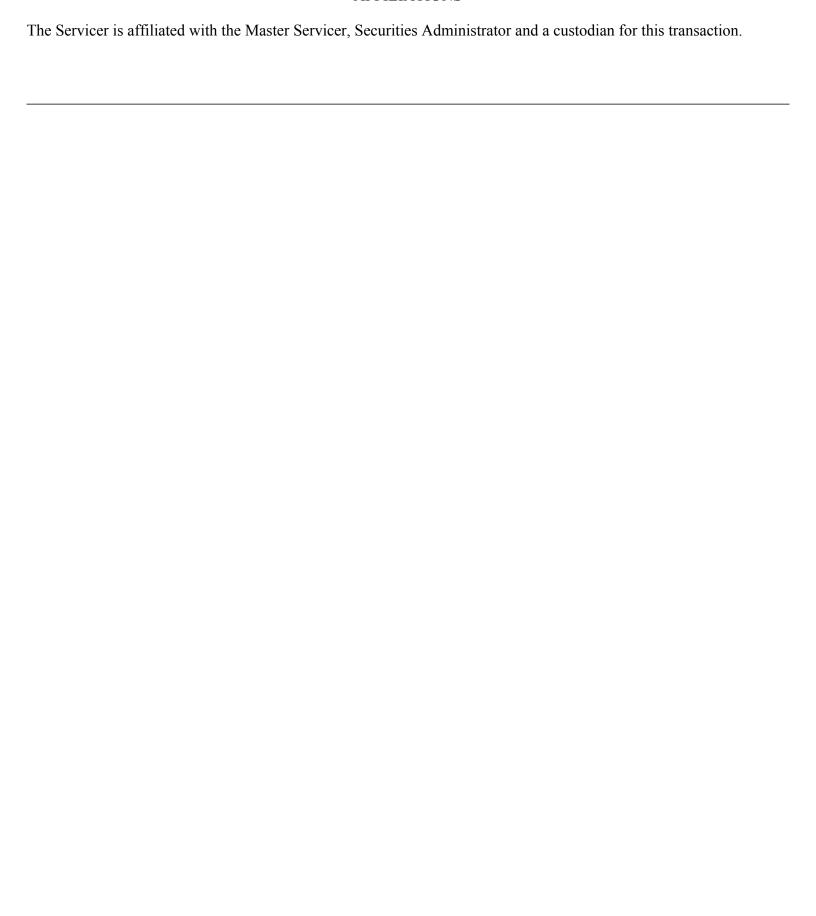
ATTACHMENT 2 SERVICED LOANS

[ON FILE WITH DBSP]

ATTACHMENT 3 SERVICING AGREEMENT

[ON FILE]

AFFILIATIONS



NEW EXHIBIT D TO THE SERVICING AGREEMENT

STANDARD FILE LAYOUT- MASTER SERVICING

	Standard Loan Level File Layout - Master Servicing			
Exhibit 1: Layout				
Column Name	Description	Decimal		Max Size
Each file requires the follo	wing fields:			
SER_INVESTOR_NBR	A value assigned by the Servicer to define a group of loans.		Text up to 20 digits	20
LOAN_NBR	A unique identifier assigned to each loan by the investor.		Text up to 10 digits	10
SERVICER_LOAN_NBR	A unique number assigned to a loan by the Servicer. This may be different than the LOAN_NBR.		Text up to 10 digits	10
SCHED_PAY_AMT	Scheduled monthly principal and scheduled interest payment that a borrower is expected to pay, P&I constant.	2	No commas(,) or dollar signs (\$)	11
NOTE_INT_RATE	The loan interest rate as reported by the Servicer.	2	Max length of 6	6
NET_INT_RATE	The loan gross interest rate less the service fee rate as reported by the Servicer.	2	Max length of 6	6
SERV_FEE_RATE	The servicer's fee rate for a loan as reported by the Servicer.	2	Max length of 6	6
SERV_FEE_AMT	The servicer's fee amount for a loan as reported by the Servicer.	2	No commas(,) or dollar signs (\$)	11
NEW_PAY_AMT	The new loan payment amount as reported by the Servicer.	2	No commas(,) or dollar signs (\$)	11
NEW_LOAN_RATE	The new loan rate as reported by the Servicer.	4	Max length of 6	6
ARM_INDEX_RATE	The index the Servicer is using to calculate a forecasted rate.	4	Max length of 6	6
ACTL_BEG_PRIN_BAL	The borrower's actual principal balance at the beginning of the processing cycle.	2	No commas(,) or dollar signs (\$)	11
ACTL_END_PRIN_BAL	The borrower's actual principal balance at the end of the processing cycle.	2	No commas(,) or dollar signs (\$)	11
BORR_NEXT_PAY_DUE_DATE	The date at the end of processing cycle that the borrower's next payment is due to the Servicer, as reported by Servicer.		MM/DD/YYYY	10
SERV_CURT_AMT_1	The first curtailment amount to be applied.	2	No commas(,) or dollar signs (\$)	11
SERV_CURT_DATE_1	The curtailment date associated with the first curtailment amount.		MM/DD/YYYY	10
CURT_ADJ_ AMT_1	The curtailment interest on the first curtailment amount, if applicable.	2	No commas(,) or dollar signs (\$)	11
SERV_CURT_AMT_2	The second curtailment amount to be applied.	2	No commas(,) or dollar signs (\$)	11
SERV_CURT_DATE_2	The curtailment date associated with the second curtailment amount.		MM/DD/YYYY	10
CURT_ADJ_ AMT_2	The curtailment interest on the second curtailment amount, if applicable.	2	No commas(,) or dollar signs (\$)	11

Exhibit 1: Continued	Standard Loan Level File Layout			
Column Name	Description	Decimal	Format Comment	Max Size
SERV_CURT_AMT_3	The third curtailment amount to be applied.		2No commas(,) or dollar signs (\$)	11
SERV_CURT_DATE_3	The curtailment date associated with the third curtailment amount.	t	MM/DD/YYYY	10
CURT_ADJ_AMT_3	The curtailment interest on the third curtailment amount, in applicable.	f	2No commas(,) or dollar signs (\$)	11
PIF_AMT	The loan "paid in full" amount as reported by the Servicer		2No commas(,) or dollar signs (\$)	11
PIF_DATE	The paid in full date as reported by the Servicer.		MM/DD/YYYY	10
ACTION_CODE	The standard FNMA numeric code used to indicate the default/delinquent status of a particular loan.	ġ.	Action Code Key: 15=Bankruptcy, 30=Foreclosure, 63=Substitution, 65=Repurchase, 70=REO	2
INT_ADJ_AMT	The amount of the interest adjustment as reported by the Servicer.	÷	2 No commas(,) or dollar signs (\$)	11
SOLDIER_SAILOR_ADJ_AMT	The Soldier and Sailor Adjustment amount, if applicable.		2 No commas(,) or dollar signs (\$)	11
NON_ADV_LOAN_AMT	The Non Recoverable Loan Amount, if applicable.		2 No commas(,) or dollar signs (\$)	11
LOAN_LOSS_AMT	The amount the Servicer is passing as a loss, in applicable.	f	2 No commas(,) or dollar signs (\$)	11
Plus the following appli	cable fields:			
SCHED_BEG_PRIN_BAL	The scheduled outstanding principal amount due at the beginning of the cycle date to be passed through to investors.		2No commas(,) or dollar signs (\$)	11
SCHED_END_PRIN_BAL	The scheduled principal balance due to investors at the end of a processing cycle.	,	2No commas(,) or dollar signs (\$)	11
SCHED_PRIN_AMT	The scheduled principal amount as reported by the Servicer for the current cycle only applicable for Scheduled/Scheduled Loans.		2No commas(,) or dollar signs (\$)	11
SCHED_NET_INT	The scheduled gross interest amount less the service fee amount for the current cycle as reported by the Servicer only applicable for Scheduled/Scheduled Loans.		2No commas(,) or dollar signs (\$)	11
ACTL_PRIN_AMT	The actual principal amount collected by the Servicer for the current reporting cycle only applicable for Actual Actual Loans.		2No commas(,) or dollar signs (\$)	11
ACTL_NET_INT	The actual gross interest amount less the service fee amount for the current reporting cycle as reported by the Servicer only applicable for Actual/Actual Loans.		2No commas(,) or dollar signs (\$)	11
PREPAY_PENALTY_ AMT	The penalty amount received when a borrower prepays or his loan as reported by the Servicer.	1	2No commas(,) or dollar signs (\$)	11
PREPAY_PENALTY_ WAIVED	The prepayment penalty amount for the loan waived by the servicer.	'	2No commas(,) or dollar signs (\$)	11

Exhibit 1: Continued	Standard Loan Level File Layout			
Column Name	Description	Decimal	Format Comment	Max Size
MOD_DATE	The Effective Payment Date of the Modification for the loan.		MM/DD/YYYY	10
MOD_TYPE	The Modification Type.		Varchar - value can be alpha or numeric	30
DELINQ_P&I_ADVANCE_AMT	The current outstanding principal and interest advances made by Servicer.		No commas(,) or dollar signs (\$)	11
BREACH_FLAG	Flag to indicate if the repurchase of a loan is due to a breach of Representations and Warranties		Y=Breach N=NO Breach Let blank if N/A	1

STANDARD FILE LAYOUT- DELINQUENCY REPORTING

Exhibit D-2: Standard File Layout - Delinquency Reporting

*The column/header names in bold are the minimum fields Wells Fargo must receive from every Servicer

Column/Header Name	Description	Decimal	Format Comment
SERVICER_LOAN_NBR	A unique number assigned to a loan by the Servicer. This may be different than the LOAN_NBR		
LOAN_NBR	A unique identifier assigned to each loan by the originator.		
CLIENT_NBR	Servicer Client Number		
SERV_INVESTOR_NBR	Contains a unique number as assigned by an external servicer to identify a group of loans in their system.		
BORROWER_FIRST_NAME	First Name of the Borrower.		
BORROWER_LAST_NAME	Last name of the borrower.		
PROP_ADDRESS	Street Name and Number of Property		
PROP_STATE	The state where the property located.		
PROP_ZIP	Zip code where the property is located.		
BORR_NEXT_PAY_DUE_DATE	The date that the borrower's next payment is due to the servicer at the end of processing cycle, as reported by Servicer.		MM/DD/YYYY
LOAN_TYPE	Loan Type (i.e. FHA, VA, Conv)		
BANKRUPTCY_FILED_DATE	The date a particular bankruptcy claim was filed.		MM/DD/YYYY
BANKRUPTCY_CHAPTER_CODE	The chapter under which the bankruptcy was filed.		
BANKRUPTCY_CASE_NBR	The case number assigned by the court to the bankruptcy filing.		
POST_PETITION_DUE_DATE	The payment due date once the bankruptcy has been approved by the courts		MM/DD/YYYY
BANKRUPTCY_DCHRG_DISM_DATE	The Date The Loan Is Removed From Bankruptcy. Either by Dismissal, Discharged and/or a Motion For Relief Was Granted.		MM/DD/YYYY
LOSS_MIT_APPR_DATE	The Date The Loss Mitigation Was Approved By The Servicer		MM/DD/YYYY
LOSS_MIT_TYPE	The Type Of Loss Mitigation Approved For A Loan Such As;		
LOSS_MIT_EST_COMP_DATE	The Date The Loss Mitigation /Plan Is Scheduled To End/Close		MM/DD/YYYY
LOSS_MIT_ACT_COMP_DATE	The Date The Loss Mitigation Is Actually Completed		MM/DD/YYYY
FRCLSR_APPROVED_DATE	The date DA Admin sends a letter to the servicer with instructions to begin foreclosure proceedings.		MM/DD/YYYY
ATTORNEY_REFERRAL_DATE	Date File Was Referred To Attorney to Pursue Foreclosure		MM/DD/YYYY
FIRST_LEGAL_DATE	Notice of 1st legal filed by an Attorney in a Foreclosure Action		MM/DD/YYYY
FRCLSR_SALE_EXPECTED_DATE	The date by which a foreclosure sale is expected to occur.		MM/DD/YYYY
FRCLSR_SALE_DATE	The actual date of the foreclosure sale.		MM/DD/YYYY
FRCLSR_SALE_AMT	The amount a property sold for at the foreclosure sale.	2	No commas(,) dollar signs (\$)
EVICTION_START_DATE	The date the servicer initiates eviction of the borrower.		MM/DD/YYYY
EVICTION_COMPLETED_DATE	The date the court revokes legal possession of the property from the borrower.		MM/DD/YYYY
LIST_PRICE	The price at which an REO property is marketed.	2	No commas(,) dollar signs (\$)
LIST_DATE	The date an REO property is listed at a particular price.		MM/DD/YYYY
OFFER_AMT	The dollar value of an offer for an REO property.	2	No commas(,) dollar signs (\$)
OFFER_DATE_TIME	The date an offer is received by DA Admin or by the Servicer.		MM/DD/YYYY
REO_CLOSING_DATE	The date the REO sale of the property is scheduled to close.		MM/DD/YYYY
REO_ACTUAL_CLOSING_DATE	Actual Date Of REO Sale		MM/DD/YYYY
OCCUPANT_CODE	Classification of how the property is occupied.		

PROP_CONDITION_CODE	A code that indicates the condition of the property.		
PROP_INSPECTION_DATE	The date a property inspection is performed.		MM/DD/YYYY
APPRAISAL_DATE	The date the appraisal was done.		MM/DD/YYYY
CURR_PROP_VAL	The current "as is" value of the property based on brokers price opinion or appraisal.	2	
REPAIRED_PROP_VAL	The amount the property would be worth if repairs are completed pursuant to a broker's price opinion or appraisal.	2	
If applicable:			
DELINQ_STATUS_CODE	FNMA Code Describing Status of Loan		
DELINQ_REASON_CODE	The circumstances which caused a borrower to stop paying on a loan. Code indicates the reason why the loan is in default for this cycle.		
MI_CLAIM_FILED_DATE	Date Mortgage Insurance Claim Was Filed With Mortgage Insurance Company.		MM/DD/YYYY
MI_CLAIM_AMT	Amount of Mortgage Insurance Claim Filed		No commas(,) or dollar signs (\$)
MI_CLAIM_PAID_DATE	Date Mortgage Insurance Company Disbursed Claim Payment		MM/DD/YYYY
MI_CLAIM_AMT_PAID	Amount Mortgage Insurance Company Paid On Claim	2	No commas(,) or dollar signs (\$)
POOL_CLAIM_FILED_DATE	Date Claim Was Filed With Pool Insurance Company		MM/DD/YYYY
POOL_CLAIM_AMT	Amount of Claim Filed With Pool Insurance Company	2	No commas(,) or dollar signs (\$)
POOL_CLAIM_PAID_DATE	Date Claim Was Settled and The Check Was Issued By The Pool Insurer		MM/DD/YYYY
POOL_CLAIM_AMT_PAID	Amount Paid On Claim By Pool Insurance Company	2	No commas(,) or dollar signs (\$)
FHA_PART_A_CLAIM_FILED_DATE	Date FHA Part A Claim Was Filed With HUD		MM/DD/YYYY
FHA_PART_A_CLAIM_AMT	Amount of FHA Part A Claim Filed	2	No commas(,) or dollar signs (\$)
FHA_PART_A_CLAIM_PAID_DATE	Date HUD Disbursed Part A Claim Payment		MM/DD/YYYY
FHA_PART_A_CLAIM_PAID_AMT	Amount HUD Paid on Part A Claim	2	No commas(,) or
FHA_PART_B_CLAIM_FILED_DATE	Date FHA Part B Claim Was Filed With HUD		dollar signs (\$) MM/DD/YYYY
FHA_PART_B_CLAIM_AMT	Amount of FHA Part B Claim Filed	2	No commas(,) or dollar signs (\$)
FHA_PART_B_CLAIM_PAID_DATE	Date HUD Disbursed Part B Claim Payment		MM/DD/YYYY
FHA_PART_B_CLAIM_PAID_AMT	Amount HUD Paid on Part B Claim	2	No commas(,) or dollar signs (\$)
VA_CLAIM_FILED_DATE	Date VA Claim Was Filed With the Veterans Admin		MM/DD/YYYY
VA_CLAIM_PAID_DATE	Date Veterans Admin. Disbursed VA Claim Payment		MM/DD/YYYY
VA_CLAIM_PAID_AMT	Amount Veterans Admin. Paid on VA Claim	2	No commas(,) or dollar signs (\$)
MOTION_FOR_RELIEF_DATE	The date the Motion for Relief was filed		MM/DD/YYYY
FRCLSR_BID_AMT	The foreclosure sale bid amount	<u> </u>	No commas(,) or I1dollar signs (\$)
FRCLSR_SALE_TYPE	The foreclosure sales results: REO, Third Party, Conveyance to HUD/VA		i Idoliai siglis (\$)
REO_PROCEEDS	The net proceeds from the sale of the REO property.		No commas(,) or
BPO_DATE	The date the BPO was done.		dollar signs (\$)
CURRENT_FICO	The current FICO score		
HAZARD_CLAIM_FILED_DATE	The date the Hazard Claim was filed with the Hazard Insurance		MM/DD/YYYY
HAZARD_CLAIM_AMT	Company. The amount of the Hazard Insurance Claim filed.		No commas(,) or
HAZARD_CLAIM_PAID_DATE	The date the Hazard Insurance Company disbursed the claim payment.		I1dollar signs (\$) MM/DD/YYYY
HAZARD_CLAIM_PAID_AMT	The amount the Hazard Insurance Company paid on the claim.	<u> </u>	No commas(,) or I1dollar signs (\$)
ACTION_CODE	Indicates loan status		Number
NOD_DATE			MM/DD/YYYY

NOI_DATE		MM/DD/YYYY
ACTUAL_PAYMENT_PLAN_START_DATE		MM/DD/YYYY
ACTUAL_PAYMENT_ PLAN_END_DATE		
ACTUAL_REO_START_DATE		MM/DD/YYYY
REO_SALES_PRICE		Number
REALIZED_LOSS/GAIN	As defined in the Servicing Agreement	Number

Exhibit 2: Standard File Codes - Delinquency Reporting

The **Loss Mit Type** field should show the approved Loss Mitigation Code as follows:

- ASUM- Approved Assumption
- BAP- Borrower Assistance Program
- CO- Charge Off
- DIL- Deed-in-Lieu
- FFA- Formal Forbearance Agreement
- MOD- Loan Modification
- PRE- Pre-Sale
- SS- Short Sale
- MISC- Anything else approved by the PMI or Pool Insurer

NOTE: Wells Fargo Bank will accept alternative Loss Mitigation Types to those above, provided that they are consistent with industry standards. If Loss Mitigation Types other than those above are used, the Servicer must supply Wells Fargo Bank with a description of each of the Loss Mitigation Types prior to sending the file.

The **Occupant Code** field should show the current status of the property code as follows:

- Mortgagor
- Tenant
- Unknown
- Vacant

The **Property Condition** field should show the last reported condition of the property as follows:

- Damaged
- Excellent
- Fair
- Gone
- Good
- Poor
- Special Hazard
- Unknown

Exhibit 2: Standard File Codes – Delinquency Reporting, Continued

The **FNMA Delinquent Reason Code** field should show the Reason for Delinquency as follows:

Delinquency Code	Delinquency Description
001	FNMA-Death of principal mortgagor
002	FNMA-Illness of principal mortgagor
003	FNMA-Illness of mortgagor's family member
004	FNMA-Death of mortgagor's family member
005	FNMA-Marital difficulties
006	FNMA-Curtailment of income
007	FNMA-Excessive Obligation
800	FNMA-Abandonment of property
009	FNMA-Distant employee transfer
011	FNMA-Property problem
012	FNMA-Inability to sell property
013	FNMA-Inability to rent property
014	FNMA-Military Service
015	FNMA-Other
016	FNMA-Unemployment
017	FNMA-Business failure
019	FNMA-Casualty loss
022	FNMA-Energy environment costs
023	FNMA-Servicing problems
026	FNMA-Payment adjustment
027	FNMA-Payment dispute
029	FNMA-Transfer of ownership pending
030	FNMA-Fraud
031	FNMA-Unable to contact borrower
INC	FNMA-Incarceration

Exhibit 2: Standard File Codes - Delinquency Reporting, *Continued*

The **FNMA Delinquent Status Code** field should show the Status of Default as follows:

Status Code	Status Description
09	Forbearance
17	Pre-foreclosure Sale Closing Plan Accepted
24	Government Seizure
26	Refinance
27	Assumption
28	Modification
29	Charge-Off
30	Third Party Sale
31	Probate
32	Military Indulgence
43	Foreclosure Started
44	Deed-in-Lieu Started
49	Assignment Completed
61	Second Lien Considerations
62	Veteran' s Affairs-No Bid
63	Veteran' s Affairs-Refund
64	Veteran' s Affairs-Buydown
65	Chapter 7 Bankruptcy
66	Chapter 11 Bankruptcy
67	Chapter 13 Bankruptcy

NEW EXHIBIT H TO THE SERVICING AGREEMENT

SERVICING CRITERIA TO BE ADDRESSED IN ASSESSMENT OF COMPLIANCE

The assessment of compliance to be delivered by [the Company][Name of Subservicer] shall address, as a minimum, the criteria identified below as "Applicable Servicing Criteria"

Reg AB	Servicing Criteria	Applicable Servicing	
Reference	General Servicing Considerations	Criteria	Servicing Criteria
		v	
1122(d)(1)(i)	Policies and procedures are instituted to monitor any performance or other triggers and events of default in accordance with the transaction agreements.	Х	
	If any material servicing activities are outsourced to third parties, policies and procedures		
1122(4)(1)(;;)	are instituted to monitor the third party's performance and compliance with such servicing		
1122(d)(1)(ii)	activities. Any requirements in the transaction agreements to maintain a back-up servicer for the		X
1122(d)(1)(iii)	mortgage loans are maintained.		Λ
(*)()()	A fidelity bond and errors and omissions policy is in effect on the party participating in	X	
	the servicing function throughout the reporting period in the amount of coverage required		
1122(d)(1)(iv)	by and otherwise in accordance with the terms of the transaction agreements.		
	Cash Collection and Administration		
	Payments on mortgage loans are deposited into the appropriate custodial bank accounts	X	
	and related bank clearing accounts no more than two business days following receipt, or		
1122(d)(2)(i)	such other number of days specified in the transaction agreements.		
	Disbursements made via wire transfer on behalf of an obligor or to an investor are made	X	
1122(d)(2)(ii)	only by authorized personnel.	37	
	Advances of funds or guarantees regarding collections, cash flows or distributions, and		
1122(d)(2)(iii)	any interest or other fees charged for such advances, are made, reviewed and approved as specified in the transaction agreements.		
1122(u)(2)(III)	The related accounts for the transaction, such as cash reserve accounts or accounts	X	
	established as a form of overcollateralization, are separately maintained (e.g., with respect		
1122(d)(2)(iv)	to commingling of cash) as set forth in the transaction agreements.		
	Each custodial account is maintained at a federally insured depository institution as set	X	
	forth in the transaction agreements. For purposes of this criterion, "federally insured		
	depository institution" with respect to a foreign financial institution means a foreign		
1122(4)(2)(-)	financial institution that meets the requirements of Rule 13k-1(b)(1) of the Securities		
1122(d)(2)(v)	Exchange Act.	X	
1122(d)(2)(vi)	Unissued checks are safeguarded so as to prevent unauthorized access.		
	Reconciliations are prepared on a monthly basis for all asset-backed securities related		
	bank accounts, including custodial accounts and related bank clearing accounts. These		
	reconciliations are (A) mathematically accurate; (B) prepared within 30 calendar days		
	after the bank statement cutoff date, or such other number of days specified in the transaction agreements; (C) reviewed and approved by someone other than the person		
	who prepared the reconciliation; and (D) contain explanations for reconciling items. These		
	reconciling items are resolved within 90 calendar days of their original identification, or		
1122(d)(2)(vii)	such other number of days specified in the transaction agreements.		
	Investor Remittances and Reporting		
	Reports to investors, including those to be filed with the Commission, are maintained	X	
	in accordance with the transaction agreements and applicable Commission requirements.		
	Specifically, such reports (A) are prepared in accordance with timeframes and other terms		
	set forth in the transaction agreements; (B) provide information calculated in accordance		
	with the terms specified in the transaction agreements; (C) are filed with the Commission as required by its rules and regulations; and (D) agree with investors' or the trustee's		
	records as to the total unpaid principal balance and number of mortgage loans serviced by		
1122(d)(3)(i)	the Servicer.		
\"/\-/\ - /	Amounts due to investors are allocated and remitted in accordance with timeframes,	X	
1122(d)(3)(ii)	distribution priority and other terms set forth in the transaction agreements.		
	Disbursements made to an investor are posted within two business days to the Servicer's	X	
1122(d)(3)(iii)	investor records, or such other number of days specified in the transaction agreements.		

	Amounts remitted to investors per the investor reports agree with cancelled checks, or	X	
1122(d)(3)(iv)	other form of payment, or custodial bank statements.		

Reg AB Reference	Servicing Criteria	Applicable Servicing Criteria	Inapplicable Servicing Criteria
	Pool Asset Administration		
1122(d)(4)(i)	Collateral or security on mortgage loans is maintained as required by the transaction agreements or related mortgage loan documents.	X	
1122(d)(4)(ii)	Mortgage loan and related documents are safeguarded as required by the transaction agreements	X	
	Any additions, removals or substitutions to the asset pool are made, reviewed and approved in accordance with any conditions or requirements in the transaction		
1122(d)(4)(iii)	agreements.		
1122(d)(4)(iv)	Payments on mortgage loans, including any payoffs, made in accordance with the related mortgage loan documents are posted to the Servicer's obligor records maintained no more than two business days after receipt, or such other number of days specified in the transaction agreements, and allocated to principal, interest or other items (e.g., escrow) in accordance with the related mortgage loan documents.		
1122(d)(4)(v)	The Servicer's records regarding the mortgage loans agree with the Servicer's records with respect to an obligor's unpaid principal balance.	X	
1122(d)(4)(vi)	Changes with respect to the terms or status of an obligor's mortgage loans (e.g., loan modifications or re-agings) are made, reviewed and approved by authorized personnel in accordance with the transaction agreements and related pool asset documents.		
	Loss mitigation or recovery actions (e.g., forbearance plans, modifications and deeds in lieu of foreclosure, foreclosures and repossessions, as applicable) are initiated, conducted and concluded in accordance with the timeframes or other requirements established by the		
1122(d)(4)(vii)	transaction agreements. Records documenting collection efforts are maintained during the period a mortgage loan is delinquent in accordance with the transaction agreements. Such records are maintained on at least a monthly basis, or such other period specified in the transaction agreements, and describe the entity's activities in monitoring delinquent mortgage loans including, for		
1122(d)(4)(viii)	example, phone calls, letters and payment rescheduling plans in cases where delinquency is deemed temporary (e.g., illness or unemployment).		
1122(d)(4)(ix)	Adjustments to interest rates or rates of return for mortgage loans with variable rates are computed based on the related mortgage loan documents.		
1122(d)(4)(x)	Regarding any funds held in trust for an obligor (such as escrow accounts): (A) such funds are analyzed, in accordance with the obligor's mortgage loan documents, on at least an annual basis, or such other period specified in the transaction agreements; (B) interest on such funds is paid, or credited, to obligors in accordance with applicable mortgage loan documents and state laws; and (C) such funds are returned to the obligor within 30 calendar days of full repayment of the related mortgage loans, or such other number of days specified in the transaction agreements.		
	Payments made on behalf of an obligor (such as tax or insurance payments) are made on or before the related penalty or expiration dates, as indicated on the appropriate bills or notices for such payments, provided that such support has been received by the servicer at least 30 calendar days prior to these dates, or such other number of days specified in the		
1122(d)(4)(xi)	transaction agreements. Any late payment penalties in connection with any payment to be made on behalf of an		
1122(d)(4)(xii)	obligor are paid from the Servicer's funds and not charged to the obligor, unless the late payment was due to the obligor's error or omission.		
1122(d)(4)(xiii)	Disbursements made on behalf of an obligor are posted within two business days to the obligor's records maintained by the servicer, or such other number of days specified in the transaction agreements.		
1122(d)(4)(xiv)	Delinquencies, charge-offs and uncollectible accounts are recognized and recorded in accordance with the transaction agreements.	X	
1122(d)(4)(xv)	Any external enhancement or other support, identified in Item 1114(a)(1) through (3) or Item 1115 of Regulation AB, is maintained as set forth in the transaction agreements.		X

SERVICING AGREEMENT

This Servicing Agreement (this "Agreement") is made and entered into as of June 1, 2007 (the "Effective Date"), between Wells Fargo Bank, N.A., having an address at 1 Home Campus, Des Moines, Iowa 50328-0001 (the "Servicer" or the "Company") and HSBC Bank USA, National Association, as trustee for the holders of the certificates issued by Deutsche Alt-A Securities Mortgage Loan Trust, Series 2007-AR3 (including its successors in interest and any successor trustee under the Pooling Agreement as defined below, the "Trustee") and acknowledged and agreed to by Deutsche Alt-A Securities, Inc. as depositor (the "Depositor"), DB Structured Products, Inc., as seller ("DBSP") and Wells Fargo Bank, N.A., as master servicer (the "Master Servicer") and as securities administrator (the "Securities Administrator").

WITNESSETH

WHEREAS, the Depositor, the Master Servicer, the Securities Administrator, Clayton Fixed Income Services, Inc. as credit risk manager and the Trustee entered into the Pooling and Servicing Agreement (the "Pooling and Servicing Agreement"), dated as of April 1, 2007, relating to Deutsche Alt-A Securities Mortgage Loan Trust, Series 2007-AR3, Mortgage Pass-Through Certificates and attached hereto as <u>Attachment 1</u>;

WHEREAS, GMAC Mortgage, LLC ("GMACM") is currently servicing certain residential mortgage loans identified on the schedule annexed hereto as <u>Attachment 2</u> (the "Serviced Loans"), until the Effective Date for the benefit of the Trustee pursuant to the provisions of the Amended and Restated Servicing Agreement, dated as of January 2, 2007, between DBSP and the GMACM (the "GMAC Servicing Agreement") as modified in accordance with the terms of assignment, assumption and recognition agreements, dated as of April 30, 2007, among DBSP as assignor, the Depositor as assignee and GMACM, and acknowledged and agreed to by the Master Servicer;

WHEREAS, pursuant to Section 6.2 of the GMAC Servicing Agreement, DBSP has the right to transfer the servicing responsibilities of GMACM with respect to the Serviced Loans upon the satisfaction of certain conditions set forth in the GMAC Servicing Agreement;

WHEREAS, pursuant to the deboarding agreement, dated as of April 1, 2007, by and between DBSP and GMACM, DBSP and GMACM agree, by mutual consent, to terminate the GMAC Servicing Agreement, with respect to the Serviced Loans, effective as of the Effective Date.

WHEREAS, the Depositor and DBSP desire to effectuate the replacement of GMACM as the Servicer with respect to the Serviced Loans;

Therefore, in consideration of the mutual promises contained herein, the parties hereto agree that the Servicer shall service the Serviced Loans, for the benefit of the Trustee pursuant to the provisions of that certain Servicing Agreement, dated as of December 1, 2005, between DBSP and the Company (the "Servicing Agreement") as modified in accordance with the terms of this Agreement; provided that to the extent any mortgage loan identified on Attachment 2 is repurchased by the Company, such mortgage loan shall no longer be a "Serviced Loan" and shall no longer be subject to this Agreement.

Defined Terms

1. Capitalized terms used herein but not defined shall have the meanings ascribed to them in the Servicing Agreement or, with respect to such undefined terms in Section 6 herein, to the Pooling and Servicing Agreement.

Appointment of Servicer

2. Each of the Depositor, DBSP, the Master Servicer and the Trustee consents to the appointment of the Servicer, and hereby designates Wells Fargo Bank, N.A., as Servicer of the Serviced Loans from and after the Effective

Date. Any fees and expenses incurred by the Master Servicer in connection with the appointment of the Servicer shall be paid by DBSP.

Representations, Warranties and Covenants

- 3. The Servicer warrants and represents to, and covenants with, the Trustee as of the Effective Date:
- (a) Attached hereto as <u>Attachment 3</u> is a true and accurate copy of the Servicing Agreement, which Servicing Agreement is in full force and effect as of the Effective Date and the provisions of which, except as set forth herein, have not been waived, amended or modified in any respect, nor has any notice of termination been given thereunder;
- (b) The Servicer is a national banking association, duly organized, validly existing and in good standing under the laws of the United States of America, and has all requisite power and authority to service the Serviced Loans and otherwise to perform its obligations under the Servicing Agreement, as modified by this Agreement;
- (c) The Servicer has full power and authority to execute, deliver and perform its obligations under this Agreement, and to consummate the transactions set forth herein. The consummation of the transactions contemplated by this Agreement is in the ordinary course of the Servicer's business and will not conflict with, or result in a breach of, any of the terms, conditions or provisions of the Servicer's charter or by-laws or any legal restriction, or any material agreement or instrument to which the Servicer is now a party or by which it is bound, or result in the violation of any law, rule, regulation, order, judgment or decree to which the Servicer or its property is subject. The execution, delivery and performance by the Servicer of this Agreement and the consummation by it of the transactions contemplated hereby, have been duly authorized by all necessary action on the part of the Servicer. This Agreement has been duly executed and delivered by the Servicer, and, upon the due authorization, execution and delivery by Trustee and Master Servicer, will constitute the valid and legally binding obligation of the Servicer, enforceable against the Servicer in accordance with its terms except as enforceability may be limited by bankruptcy, reorganization, insolvency, moratorium or other similar laws administered by the FDIC affecting the contract obligations of insured banks now or hereafter in effect, and by general principles of equity regardless of whether enforceability is considered in a proceeding in equity or at law;
- (d) No consent, approval, order or authorization of, or declaration, filing or registration with, any governmental entity is required to be obtained or made by the Servicer in connection with the execution, delivery or performance by the Servicer of this Agreement, or the consummation by it of the transactions contemplated hereby;
- (e) From and after the Effective Date, the Servicer shall service the Serviced Loans in accordance with the terms and provisions of the Servicing Agreement, as modified by this Agreement. The Servicer shall establish a Custodial Account and an Escrow Account under the Servicing Agreement with respect to the Serviced Loans separate from the Custodial Account and Escrow Account previously established under the Servicing Agreement in favor of Trustee, and shall remit collections received on the Serviced Loans to the appropriate account as required by the Servicing Agreement. The Custodial Account and the Escrow Account each shall be entitled "Wells Fargo Bank, National Association, as servicer in trust for Deutsche Alt-A Securities Mortgage Loan Trust, Series 2007-AR3" and shall be established and maintained with a Qualified Depository. Any funds held in the Custodial Account are and shall remain uninvested.
- (f) There are no legal proceedings pending or threatened against the Servicer or proceedings known to be contemplated by governmental authorities against the Servicer which in the judgment of the Servicer would result, in each case, in any material adverse change in the ability of the Servicer to perform its obligations under this Agreement or the Servicing Agreement. The Servicer is solvent;
- (g) Except as disclosed on Attachment 4 hereto, there are no affiliations with nor any relationships or transactions of a type described in Item 1119(b) of Regulation AB with respect to the Servicer and any of the following parties:

- (1) DB Structured Products, Inc.;
- (2) Deutsche Alt-A Securities, Inc.;
- (3) Deutsche Alt-A Securities Mortgage Loan Trust, Series 2007-AR3;
- (4) the Master Servicer (as master servicer and securities administrator);
- (5) the Trustee;
- (6) Wells Fargo Bank, N.A. and Deutsche Bank National Trust Company as custodians;
- (7) Swiss Re Financial Products Corporation (as cap provider); and
- (8) Deutsche Bank AG New York Branch (as swap provider)
- (9) MBIA Insurance Corporation (as group I senior certificate insurer)
- (h) To make all the representations and warranties regarding the Servicer set forth in Section 3.01 of the Servicing Agreement as of the Effective Date. No other document need be prepared indicating that the Servicer is making such representations and warranties as to the applicable Serviced Loans as of such date.

Recognition of Trustee.

- 4. The Servicer recognizes the Trustee as owner of the Serviced Loans, and acknowledges that the Serviced Loans are part of a REMIC, and from and after the Effective Date, will service the Serviced Loans in accordance with the Servicing Agreement, as modified by this Agreement, but in no event in a manner that would (i) cause any REMIC to fail to qualify as a REMIC or (ii) result in the imposition of a tax upon any REMIC (including but not limited to the tax on prohibited transactions as defined in Section 860F(a)(2) of the Internal Revenue Code of 1986 (the "Code") and the tax on contributions to a REMIC set forth in Section 860G(d) of the Code). It is the intention of the Servicer and the Trustee that this Agreement shall be binding upon and for the benefit of the respective successors and assigns of the parties hereto. The Servicer shall not amend or agree to amend, modify, waive, or otherwise alter any of the terms or provisions of the Servicing Agreement which amendment, modification, waiver or other alteration would in any way affect the Serviced Loans without the prior written consent of the Trustee.
- The Servicer hereby acknowledges that the Trustee, acting pursuant to the terms of the Pooling and Servicing Agreement, has the right to enforce all obligations of the Servicer, as they relate to the Serviced Loans, under the Servicing Agreement. Such right will include, without limitation, the right to indemnification, the right to terminate the Servicer under the Servicing Agreement upon the occurrence of an Event of Default thereunder and the right to exercise certain rights of consent and approval relating to actions taken by the Servicer under the Servicing Agreement. In addition, any notice required to be given by the "Owner" pursuant to Section 10.01 of the Servicing Agreement shall be given by the Trustee. The Servicer further acknowledges that pursuant to the terms of the Pooling and Servicing Agreement, the Master Servicer is required to monitor the performance of the Servicer under the Servicing Agreement. The Master Servicer shall have the right to receive all remittances required to be made by the Servicer under the Servicing Agreement, the right to receive all monthly reports and other data required to be delivered by the Servicer under the Servicing Agreement, the right to examine the books and records of the Servicer under the Servicing Agreement and the right to indemnification under the Servicing Agreement. In addition, if the Servicer shall fail to remit any payment pursuant to the Servicing Agreement, the Master Servicer shall notify the Trustee and the Trustee shall notify the Servicer of such failure as set forth in Section 10.01 of the Servicing Agreement. The Servicer hereby agrees to make all remittances required under the Servicing Agreement to the Master Servicer for the benefit of the Certificateholders in accordance with the following wire instructions:

Wells Fargo Bank, N.A. ABA Number: 121000248 Account Name: SAS Clearing Account Number: 3970771416

For further credit to: DBALT 2007-AR3 Account Number 53136000.

The Servicer shall deliver all reports required to be delivered under the Servicing Agreement to the Master Servicer at its address set forth in Section 8 herein.

6. In the event that DBSP substitutes any Deleted Mortgage Loans with any Qualified Substitute Mortgage Loans in the manner set forth in the Pooling and Servicing Agreement, the Servicer shall determine the amount (the "Substitution Shortfall Amount"), if any, by which the aggregate purchase price of all such Deleted Mortgage Loans exceeds the aggregate of, as to each such Qualified Substitute Mortgage Loan, (x) the scheduled principal balance thereof as of the date of substitution, together with one month's interest on such scheduled principal balance at the applicable Mortgage Interest Rate (minus the Administration Fee Rate (as defined below)), plus (y) all outstanding Monthly Advances and Servicing Advances (including nonrecoverable Monthly Advances and nonrecoverable Servicing Advances) related thereto. On the date of such substitution, DBSP will deliver or cause to be delivered to the Servicer for deposit in the Custodial Account an amount equal to the Substitution Shortfall Amount, if any, and the Servicer shall certify in writing to the Trustee that it has received such Substitution Shortfall Amount from DBSP. The Servicer shall remit such Substitution Shortfall Amount to the securities administrator on the next succeeding Servicer Remittance Date. As used in this Section, the "Administration Fee Rate" means the sum of the rates used to calculate the fees payable to the Servicer and the Master Servicer under the Pooling and Servicing Agreement.

Modification of the Servicing Agreement

- 7. Only insofar as it relates to the Serviced Loans, the parties hereto hereby amend the Servicing Agreement as follows:
 - (a) The following definitions are added to Article I of the Servicing Agreement:
 - "<u>Determination Date</u>": With respect to any Remittance Date, the Business Day immediately preceding such Remittance Date.
 - "<u>Distribution Date</u>": The 25th day of any month, or if such 25th day is not a Business Day, the Business Day immediately following such 25th day, commencing in June 2007.
 - "<u>Due Period</u>": With respect to each Remittance Date, the period commencing on the second day of the month preceding the month of the Remittance Date and ending on the first day of the month of the Remittance Date.
 - "<u>Monthly Advance</u>": The portion of each Monthly Payment that is delinquent with respect to each Mortgage Loan at the close of business on the Determination Date required to be advanced by the Servicer pursuant to Section 5.03 on the Business Day immediately preceding the Remittance Date of the related month.
 - "Rating Agencies": Fitch Ratings, Moody's Investors Services, Inc. and Standard & Poor's Ratings Services, or their successors. If such agencies or their successors are no longer in existence, "Rating Agencies" shall be such nationally recognized statistical rating agencies, or other comparable Persons, designated by the Depositor, notice of which designation shall be given to the Trustee.
 - "Securities Administrator": Wells Fargo Bank, National Association or any successor thereto.
 - "Trust": Deutsche Alt-A Securities Mortgage Loan Trust, Series 2007-AR3.

"Trustee": HSBC Bank USA, National Association a national banking association, or its successor in interest, or any successor trustee.

"Trustee MIN": 1003169

- (b) The definition of "Business Day" is modified by replacing clause (ii) with the following:
 - "(ii) a day on which banking institutions in the State of New York, the State of Maryland, the State of Iowa, the State of California, the State of Minnesota, the State of South Carolina, the State in which any Corporate Trust Office of the Trustee is located are authorized or obligated by law or executive order to be closed."
- (c) The definition of "Depositor" is hereby deleted in its entirety and replaced with the following:
 - "Depositor": Deutsche Alt-A Securities, Inc.
- (d) The definition of "First Remittance Date" in Article I of the Servicing Agreement is modified by deleting such definition in its entirety and replacing it with the following:
 - "First Remittance Date": June 18th, 2007.
- (e) The definition of "Master Servicer" is hereby deleted in its entirety and replaced with the following: "Master Servicer": Wells Fargo Bank, N.A. or any successor thereto.
- (f) All references to "Monthly Accounting Cut-Off Date" are hereby replaced with "Determination Date".
- (g) The definition of "Opinion of Counsel" is hereby deleted in its entirety and replaced with the following:
 - "Opinion of Counsel": A written opinion of counsel, who may, without limitation, be salaried counsel for the Depositor, the Servicer, the Securities Administrator or the Master Servicer, acceptable to the Trustee, except that any opinion of counsel relating to (a) the qualification of any REMIC as a REMIC or (b) compliance with the REMIC Provisions must be an opinion of independent counsel; provided, however, any Opinion of Counsel provided by the Servicer pursuant to clause (b) above may be provided by internal counsel; provided that the delivery of such Opinion of Counsel shall not release the Servicer from any of its obligations hereunder and the Servicer shall be responsible for such contemplated actions or inaction, as the case may be, to the extent it conflicts with the terms of this Agreement.
- (h) The definition of "Principal Prepayment Period" is hereby deleted in its entirety and replaced with the following:
 - <u>"Principal Prepayment Period"</u>: With respect to any Distribution Date, the period commencing on the 14th day of the calendar month preceding the calendar month in which such Distribution Date occurs and ending on the 13th day of the calendar month in which the related Distribution Date occurs.
- (i) The definition of "Qualified Depository" is hereby amended by deleting the word "or" following the words "Standard & Poor's Ratings Services" and replacing it with "and".
- (j) The following language is added to the end of the definition of "REMIC Provisions": "as well as provisions of applicable state laws".
- (k) The definition of "Remittance Date" is hereby deleted in its entirety and replaced with the following:
 - "Servicer Remittance Date: With respect to any Distribution Date, the 18th day of the month in which such Distribution Date occurs; provided that if such 18th day of a given month is not a Business Day, the

Servicer Remittance Date for such month shall be the Business Day immediately preceding such 18th day."

All references to "Remittance Date" set forth in this Agreement are hereby replaced with "Servicer Remittance Date".

- (l) The definition of "Servicing Advances" is hereby amended by adding the following language after the phrase "including reasonable attorney's fees and disbursements": "but excluding any fees associated with the registration of any Mortgage Loan on the MERS System as required under Section 4.01".
- (m) The definition of "Servicing Fee Rate" is hereby deleted in its entirety and replaced with the following:
 - "Servicing Fee Rate: With respect to each Mortgage Loan, the per annum rate specified per Mortgage Loan on the Mortgage Loan Schedule."
- (n) Section 3.01(k) shall be inapplicable.
- (o) Section 4.01 is modified by adding the following to the second paragraph, after the third sentence:
 - In the event of any such modification which permits the deferral of interest or principal payments on any Mortgage Loan, the Servicer shall, on the Business Day immediately preceding the Remittance Date in any month in which any such principal or interest payment has been deferred, deposit in the Custodial Account from its own funds, in accordance with Section 5.03, the difference between (a) such month's principal and one month's interest at the Mortgage Loan Remittance Rate on the unpaid principal balance of such Mortgage Loan and (b) the amount paid by the Mortgagor.
- (p) Section 4.01 is modified by adding the following to the first sentence in the second paragraph after the words "future advances":
 - ", other than Servicing Advances,"
- (q) Section 4.01 is modified by deleting the last paragraph from such section and replacing it with the following: "Notwithstanding anything to the contrary contained herein, the Servicer may not waive a Prepayment Penalty except under the following circumstances: (i) such waiver is standard and customary in servicing similar Mortgage Loans and such waiver is related to a default or reasonably foreseeable default and would, in the reasonable judgment of the Servicer, maximize recovery of total proceeds taking into account the value of such Prepayment Penalty and the related Mortgage Loan and, if such waiver is made in connection with a refinancing of the related Mortgage Loan, such refinancing is related to a default or a reasonably foreseeable default, (ii) such Prepayment Penalty is unenforceable in accordance with applicable law or the collection of such related Prepayment Penalty would otherwise violate applicable law or (iii) the collection of such Prepayment Penalty would be considered "predatory" pursuant to written guidance published or issued by any applicable federal, state or local regulatory authority acting in its official capacity and having jurisdiction over such matters. In the event the Servicer waives any Prepayment Penalty, other than as set forth in (i), (ii) and (iii) above, the Servicer shall deposit the amount of any such Prepayment Penalty in the Custodial Account for distribution to the Owner on the next Remittance Date."
- (r) Section 4.04 (vi) is modified by adding after the word "Sections", "4.01, 5.03".
- (s) Section 4.04 is also modified by deleting the "and" at the end of clause (viii), deleting the "." at the end of clause (ix) and adding a "," and adding the following clause: "(x) with respect to each Principal Prepayment an amount (to be paid by the Servicer out of its funds) which, when added to all amounts allocable to interest received in connection with the Principal Prepayment, equals one month's interest on the amount of principal so prepaid at the Mortgage Loan Remittance Rate;

- (t) Section 4.05 is modified by deleting the word "and" at the end of clause (ix), deleting the "." at the end of clause (x) and adding ";" and adding the following clauses: "(xi) to reimburse itself for expenses incurred and reimbursable to it pursuant to the fees paid to MERS under Section 4.01; and (xii) to reimburse itself for any Monthly Advance or Servicing Advance previously made by it which the Servicer has determined to be a nonrecoverable Monthly Advance or a nonrecoverable Servicing Advance, as evidenced by the delivery to the Master Servicer of a certificate signed by two officers of the Servicer".
- (u) Section 4.10 is modified by deleting the following from the end of the fourth paragraph of such section: "and if the Mortgage does not obtain such coverage, the Servicer shall immediately force place the required coverage on the Mortgagor's behalf."
- (v) Section 4.13 is deleted in its entirety and replaced with the following: "The Servicer or its agent shall inspect the Mortgaged Property as often as deemed necessary by the Servicer in accordance with Accepted Servicing Practices or as may be required by the primary mortgage guaranty insurer, to assure itself that the value of the Mortgaged Property is being preserved. The Servicer shall keep a record of each such inspection and, upon request, shall provide the Owner with an electronic report of each such inspection."
- (w) Section 4.15 is modified by adding the "or other applicable law" after "(ii), after Homeowners Protection Act of 1998, 12 U.S.C. § 4901, et seq.,".
- (x) Section 4.16 is modified by deleting the "." from the first sentence in the second paragraph and adding the following: "in a manner which does not cause such REO Property to fail to qualify as "foreclosure property" within the meaning of Section 860G(a)(8) of the Code or result in the receipt by any Trust REMIC created hereunder of any "income from non-permitted assets" within the meaning of Section 860F(a)(2)(B) of the Code, or any "net income from foreclosure property" which is subject to taxation under the REMIC Provisions."
- (y) Section 4.16 is further modified by deleting the first sentence from the third paragraph and replacing it with the following: "The Servicer, shall either sell any REO Property by the close of the third calendar year following the calendar year in which the Trust acquires ownership of such REO Property for purposes of Section 860(a)(8) of the Code or request from the Internal Revenue Service, no later than 60 days before the day on which the three-year grace period would otherwise expire an extension of the three-year grace period, unless the Servicer had delivered to the Trustee an Opinion of Counsel, addressed to the Trustee and the Depositor, to the effect that the holding by the Trust of such REO Property subsequent to three years after its acquisition will not result in the imposition on any Trust REMIC created hereunder of taxes on "prohibited transactions" thereof, as defined in Section 860F of the Code, or cause any Trust REMIC hereunder to fail to qualify as a REMIC under Federal law at any time that any Certificates issued by the Trust are outstanding."
- (z) Section 4.24(a) is modified by inserting ", 9.01(e)(vii)" after "9.01(e)(vi)".
- (aa) The last paragraph of Section 4.24 is modified by inserting the words "and the other certifications" after the words "assessment of compliance and attestation".
- (bb) The first paragraph of Section 5.01 is deleted in its entirety and replaced with the following: "On each Remittance Date the Servicer shall remit by wire transfer of immediately available funds to the Owner (a) all amounts deposited in the Custodial Account as of the close of business on the Determination Date (net of charges against or withdrawals from the Custodial Account pursuant to Section 4.05), plus (b) all amounts, if any, which the Servicer is obligated to distribute pursuant to Section 5.03, minus (c) any amounts attributable to Principal Prepayments received after the applicable Principal Prepayment Period which amounts shall be remitted on the following Remittance Date, together with any additional interest required to be deposited in the Custodial Account in connection with such Principal Prepayment in accordance with Section 4.04(viii); and minus (d) any amounts attributable to Monthly Payments collected but due on a Due Date or Dates subsequent to the first day of the month of the Remittance Date."

The second paragraph of Section 5.01 of the Servicing Agreement is modified by deleting from the first sentence therein the words "second Business Day following the" and by deleting the word "second" from the second sentence therein.

(dd) Section 5.02 is deleted in its entirety and replaced with the following:

"No later than the tenth (10th) calendar day (or if such tenth (10th) day is not a Business Day, the first Business Day immediately preceding such tenth (10th) day) of each month, Servicer shall furnish to the Master Servicer a computer tape or data file containing the data specified in Exhibit D, which data shall reflect information from the Due Period immediately preceding the Servicer Remittance Date and such other information with respect to the Mortgage Loans as the Master Servicer may reasonably require to allocate remittances made pursuant to this Agreement and provide appropriate statements with respect to such remittances.

No later than the tenth (10th) calendar day (or if such tenth (10th) day is not a Business Day, the first Business Day immediately preceding such tenth (10th) day) of each month, the Servicer shall deliver to the Master Servicer by electronic mail (or by such other means as the Servicer and the Master Servicer may agree from time to time) a prepayment report with respect to the related Servicer Remittance Date (which may be included as part of the computer tape or data file described in the immediately preceding paragraph). Such prepayment report shall include such information with respect to Prepayment Penalties as the Master Servicer may reasonable require in order for it to perform its prepayment verification duties and to issue its findings in a verification report (the "Verification Report"). The Master Servicer shall forward the Verification Report to the Servicer and shall notify the Servicer if the Master Servicer has determined that the Servicer did not deliver the appropriate Prepayment Penalties to the Securities Administrator in accordance with the this Agreement. If the Servicer agrees with the verified amounts, the Servicer shall adjust the immediately succeeding remittance report and the amount remitted to the Securities Administrator with respect to prepayments accordingly. If the Servicer disagrees with the determination of the Master Servicer, the Servicer shall, within five (5) Business Days of its receipt of the Verification Report, notify the Master Servicer of such disagreement and provide the Master Servicer with detailed information to support its position. The Servicer and the Master Servicer shall cooperate to resolve any discrepancy on or prior to the immediately succeeding Servicer Remittance Date, and the Servicer will indicate the effect of such resolution on the related remittance report and shall adjust the amount remitted with respect to prepayments on such Servicer Remittance Date accordingly. During such time as the Servicer and the Master Servicer are resolving discrepancies with respect to the Prepayment Penalties, no payments in respect of any disputed Prepayment Penalties will be remitted to the Securities Administrator for deposit in the related distribution account established under the Pooling and Servicing Agreement. In connection with its duties, the Master Servicer shall be able to rely solely on the information provided to it by the Servicer in accordance with this Agreement. The Master Servicer shall not be responsible for verifying the accuracy of any of the information provided to it by the Servicer. Supplemental reporting for the Mortgage Loans which have been paid in full will be furnished to the Master Servicer two Business Days following the 13th calendar day of each month"

(ee) Section 5.03 "Reserved" is replaced with the following:

Monthly Advances by Servicer. On the Business Day immediately preceding each Remittance Date, the Servicer shall deposit in the Custodial Account from its own funds or from amounts held for future distribution an amount equal to all Monthly Payments (with interest adjusted to the Mortgage Loan Remittance Rate) which were due on the Mortgage Loans during the applicable Due Period and which were delinquent at the close of business on the immediately preceding Determination Date or which were deferred pursuant to Section 4.01. Any amounts held for future distribution and so used shall be replaced by the Servicer by deposit in the Custodial Account on or before any future Remittance Date if funds in the Custodial Account on such Remittance Date shall be less than payments to the Owner required to be made on such Remittance Date. The Servicer's obligation to make such Monthly Advances as to

any Mortgage Loan will continue through the last Monthly Payment due prior to the payment in full of the Mortgage Loan, or through the last Remittance Date prior to the Remittance Date for the distribution of all Liquidation Proceeds and other payments or recoveries (including REO Disposition Proceeds, Insurance Proceeds and Condemnation Proceeds) with respect to the Mortgage Loan; provided, however, that such obligation shall cease if the Servicer determines, in its sole reasonable opinion, that advances with respect to such Mortgage Loan are non-recoverable by the Servicer from Liquidation Proceeds, REO Disposition Proceeds, Insurance Proceeds, Condemnation Proceeds, or otherwise with respect to a particular Mortgage Loan. In the event that the Servicer determines that any such advances are non-recoverable, the Servicer shall provide the Owner with a certificate signed by two officers of the Servicer evidencing such determination.

- (ff) The second paragraph of Section 6.02 is modified by inserting the words "other than as a result of a modification of the Mortgage pursuant to the terms of this agreement or a liquidation of the Mortgaged Property pursuant to the terms of this agreement" after the words "by the Mortgage" in the first sentence of such paragraph.
- (gg) Section 6.04(i) and the number "(ii)" are deleted in their entirety.
- (hh) Section 6.04 is modified by replacing each reference to (i) "Owner, any Master Servicer and any Depositor" or (ii) "Owner, such Master Servicer and such Depositor" with "Master Servicer".
- (ii) Section 6.05 is hereby deleted in its entirety and replaced with the following "Reserved".
- (jj) Section 6.06(i) is modified by inserting a quotation mark after the words "Applicable Servicing Criteria".
- (kk) Section 6.06(iv) is modified by inserting the words ", and cause each Subservicer and Subcontractor described in clause (iii) above to provide," after the word "deliver".
- (II) Section 6.06(iv) is modified by inserting the words ", signed by the appropriate officer of the Servicer, the related Subservicer or the related Subcontractor, as applicable," after the words "a certification".
- (mm) Section 6.06 is modified by replacing each reference to (i) "Owner, any Master Servicer and any Depositor" or (ii) "Owner, such Master Servicer and such Depositor" with "Master Servicer."
- (nn) Section 6.06 is modified by adding the following new paragraph after subpart (iv):
 - "The Servicer acknowledges that the parties identified in clause (iv) above may rely on the certification provided by the Servicer pursuant to such clause in signing a Sarbanes Certification and filing such with the Commission."
- (oo) Section 6.07(i) is modified by inserting the words "(and if the Servicer is servicing any of the Mortgage Loans in a Securitization Transaction, appoint a successor servicer reasonably acceptable to any Master Servicer for such Securitization Transaction)" after the words "any compensation to the Servicer".
- (pp) The following paragraph is added to Section 6.09:
 - "The Servicer shall not permit the creation of any "interests" (within the meaning of Section 860G of the Code) in any REMIC. The Servicer shall not enter into any arrangement by which a REMIC will receive a fee or other compensation for services nor permit a REMIC to receive any income from assets other than "qualified mortgages" as defined in Section 860G(a)(3) of the Code or "permitted investments" as defined in Section 860G(a)(5) of the Code."

The first paragraph of 9.01(e) is modified by deleting the words "paragraphs (i), (iii) and (vii)" and replacing such words with "paragraphs (i), (iii) and (viii)".

- (rr) The first line of Section 9.01(e)(iv) is modified by deleting the word "its" and replacing such word with "the".
- (ss) Section 9.01(e)(iv) is modified by inserting the words "(or cause each Subservicer to)" after the words "the Servicer shall".
- (tt) Section 9.01(e)(vii) is modified by deleting such section in its entirety and replacing it with the following:
 - "(vii) In addition to such information as the Servicer, as servicer, is obligated to provided pursuant to other provisions of this Agreement, not later than ten days prior to the deadline for the filing of any distribution report on Form 10-D in respect of any Securitization Transaction that includes any of the Mortgage Loans serviced by the Servicer or any Subservicer, the Servicer or such Subservicer, as applicable, shall, to the extent the Servicer or such Subservicer has knowledge, provided to the party responsible for filing such report (including, if applicable, the Master Servicer) notice of the occurrence of any of the following events along with all information, data, and materials related thereto as may be required to be included in the related distribution report on Form 10-D (as specified in the provisions of Regulation AB referenced below):
 - (A) any material modifications, extensions or waivers of pool asset terms, fees, penalties or payments during the distribution period (Item 1121(a) of Regulation AB);
 - (B) material breaches of pool asset representations or warranties or transaction covenants (Item 1221(a)(12) of Regulation AB); and
 - (C) information regarding new asset-backed securities issuances backed by the same pool assets, any pool asset changes (such as, additions, substitutions or repurchases), and any material changes in origination, underwriting or other criteria for acquisition or selection of pool assets (Item 1221(a)(14) of Regulation AB).
 - (viii) The Servicer shall provide to the Owner, any Master Servicer and any Depositor, evidence of the authorization of the person signing any certification or statement, copies or other evidence of Fidelity Bond Insurance and Errors and Omission Insurance policy, financial information and reports, and such other information related to the Servicer or any Subservicer or the Servicer or such Subservicer or the Servicer or such Subservicer's performance hereunder."
- (uu) Section 10.01(ii) is modified by inserting the words "(other than as set forth in Section 6.07)" after the words "set forth in this Agreement".
- (vv) Section 10.01(ix) is modified by deleting such section in its entirety.
- (ww) [Reserved]
- (xx) Exhibit D is modified to include the information set forth on <u>Attachment 5</u> hereto or in such other mutually agreeable format agreed upon between the Servicer and the Master Servicer.
- (yy) Exhibit H is modified by deleting such exhibit in its entirety and replacing it with <u>Attachment 6</u> attached hereto.

Miscellaneous

8.

All demands, notices and communications related to the Serviced Loans, the Servicing Agreement and this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered at or mailed by registered mail, postage prepaid, as follows:

(a) In the case of the Servicer,

Wells Fargo Bank, N.A.

1 Home Campus
Des Moines, Iowa 50328-0001
Attention: General Counsel- MAC X2401-06T

(b) In the case of the Master Servicer,

Wells Fargo Bank, N.A. 9062 Old Annapolis Road Columbia, Maryland 21045 Attention: Client Manager - DBALT 2007 - AR3

Telecopier: (410) 715-2380

(c) In the case of the Trustee,

HSBC Bank USA, National Association 452 Fifth Avenue New York, New York 10018 Attention: Deutsche Alt-A Securities Mortgage Loan Trust, Series 2007-AR3

- 9. Each party will pay any commissions, fees and expenses, including attorney's fees, it has incurred in connection with the negotiations for, documenting of and closing of the transactions contemplated by this Agreement.
- 10. This Agreement shall be construed in accordance with the laws of the State of New York, without regard to conflicts of law principles (other than Section 5-1401 of the General Obligations Law), and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with such laws.
- 11. No term or provision of this Agreement may be waived or modified unless such waiver or modification is in writing and signed by the party against whom such waiver or modification is sought to be enforced.
- 12. This Agreement shall inure to the benefit of the successors and assigns of the parties hereto. Any entity into which Servicer or Trustee may be merged or consolidated shall, without the requirement for any further writing, be deemed Servicer or Trustee, respectively, hereunder.
- 13. This Agreement may be executed simultaneously in any number of counterparts. Each counterpart shall be deemed to be an original and all such counterparts shall constitute one and the same instrument.
- 14. In the event that any provision of this Agreement conflicts with any provision of the Servicing Agreement with respect to the Serviced Loans, the terms of this Agreement shall control.
- 15. For purposes of this Agreement, the Master Servicer shall be considered a third party beneficiary to this Agreement entitled to all the rights and benefits accruing to the Master Servicer, herein as if it were a direct party to this Agreement.

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

WELLS FARGO BANK, N.A. Servicer

By: <u>/s/ Laurie McGoogan</u> Name: Laurie McGoogan Title: Vice President

HSBC BANK USA, NATIONAL ASSOCIATION

Trustee for the holders of the Deutsche Alt-A Securities Mortgage Loan Trust, Series 2007-AR3

Mortgage Pass-Through Certificates

By: <u>/s/ Fernando Acebedo</u> Name: Fernando Acebedo Title: Vice President

ACKNOWLEDGED AND AGREED TO:

DEUTSCHE ALT-A SECURITIES, INC.

Depositor

By: <u>/s/ Ernest Calabrese</u> Name: Ernest Calabrese

Title: Director

By:/s/ Rika Yano Name: Rika Yano Title: Vice President

DB STRUCTURED PRODUCTS, INC.

Seller

By: <u>/s/ Ernest Calabrese</u> Name: Ernest Calabrese

Title: Director

By:/s/ Rika Yano Name: Rika Yano Title: Vice President

WELLS FARGO BANK, N.A.

Master Servicer and Securities Administrator

By:/s/ Kristen Ann Cronin Name: Kristen Ann Cronin

Title: Vice President

POOLING AND SERVICING AGREEMENT

[On File with McKee Nelson LLP]

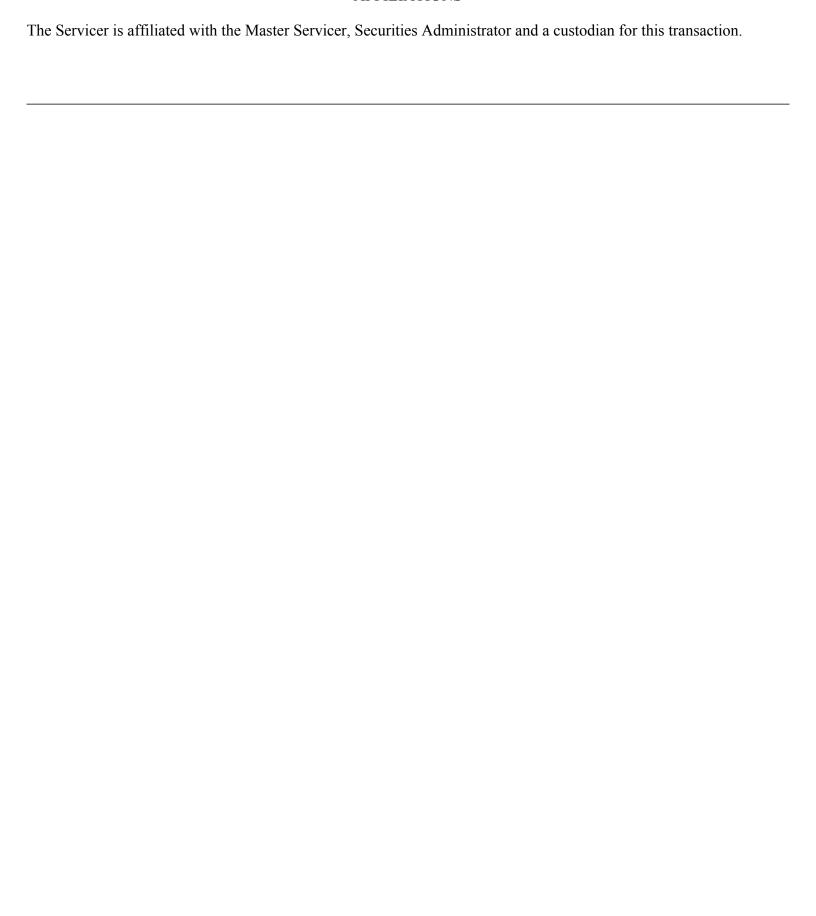
ATTACHMENT 2 SERVICED LOANS

[ON FILE WITH DBSP]

ATTACHMENT 3 SERVICING AGREEMENT

[ON FILE]

AFFILIATIONS



NEW EXHIBIT D TO THE SERVICING AGREEMENT

STANDARD FILE LAYOUT- MASTER SERVICING

	Standard Loan Level File Layout - Master Servicing			
Exhibit 1: Layout				
Column Name	Description	Decimal		Max Size
Each file requires the follo	wing fields:			
SER_INVESTOR_NBR	A value assigned by the Servicer to define a group of loans.		Text up to 20 digits	20
LOAN_NBR	A unique identifier assigned to each loan by the investor.		Text up to 10 digits	10
SERVICER_LOAN_NBR	A unique number assigned to a loan by the Servicer. This may be different than the LOAN_NBR.		Text up to 10 digits	10
SCHED_PAY_AMT	Scheduled monthly principal and scheduled interest payment that a borrower is expected to pay, P&I constant.	2	No commas(,) or dollar signs (\$)	11
NOTE_INT_RATE	The loan interest rate as reported by the Servicer.	2	Max length of 6	6
NET_INT_RATE	The loan gross interest rate less the service fee rate as reported by the Servicer.	2	Max length of 6	6
SERV_FEE_RATE	The servicer's fee rate for a loan as reported by the Servicer.	2	Max length of 6	6
SERV_FEE_AMT	The servicer's fee amount for a loan as reported by the Servicer.	2	No commas(,) or dollar signs (\$)	11
NEW_PAY_AMT	The new loan payment amount as reported by the Servicer.	2	No commas(,) or dollar signs (\$)	11
NEW_LOAN_RATE	The new loan rate as reported by the Servicer.	4	Max length of 6	6
ARM_INDEX_RATE	The index the Servicer is using to calculate a forecasted rate.	4	Max length of 6	6
ACTL_BEG_PRIN_BAL	The borrower's actual principal balance at the beginning of the processing cycle.	2	No commas(,) or dollar signs (\$)	11
ACTL_END_PRIN_BAL	The borrower's actual principal balance at the end of the processing cycle.	2	No commas(,) or dollar signs (\$)	11
BORR_NEXT_PAY_DUE_DATE	The date at the end of processing cycle that the borrower's next payment is due to the Servicer, as reported by Servicer.		MM/DD/YYYY	10
SERV_CURT_AMT_1	The first curtailment amount to be applied.	2	No commas(,) or dollar signs (\$)	11
SERV_CURT_DATE_1	The curtailment date associated with the first curtailment amount.		MM/DD/YYYY	10
CURT_ADJ_ AMT_1	The curtailment interest on the first curtailment amount, if applicable.	2	No commas(,) or dollar signs (\$)	11
SERV_CURT_AMT_2	The second curtailment amount to be applied.	2	No commas(,) or dollar signs (\$)	11
SERV_CURT_DATE_2	The curtailment date associated with the second curtailment amount.		MM/DD/YYYY	10
CURT_ADJ_ AMT_2	The curtailment interest on the second curtailment amount, if applicable.	2	No commas(,) or dollar signs (\$)	11

Exhibit 1: Continued	Standard Loan Level File Layout			
Column Name	Description	Decimal	Format Comment	Max Size
SERV_CURT_AMT_3	The third curtailment amount to be applied.		2No commas(,) or dollar signs (\$)	11
SERV_CURT_DATE_3	The curtailment date associated with the third curtailment amount.	t	MM/DD/YYYY	10
CURT_ADJ_AMT_3	The curtailment interest on the third curtailment amount, in applicable.	f	2No commas(,) or dollar signs (\$)	11
PIF_AMT	The loan "paid in full" amount as reported by the Servicer		2No commas(,) or dollar signs (\$)	11
PIF_DATE	The paid in full date as reported by the Servicer.		MM/DD/YYYY	10
ACTION_CODE	The standard FNMA numeric code used to indicate the default/delinquent status of a particular loan.	ġ.	Action Code Key: 15=Bankruptcy, 30=Foreclosure, 63=Substitution, 65=Repurchase, 70=REO	2
INT_ADJ_AMT	The amount of the interest adjustment as reported by the Servicer.	÷	2 No commas(,) or dollar signs (\$)	11
SOLDIER_SAILOR_ADJ_AMT	The Soldier and Sailor Adjustment amount, if applicable.		2 No commas(,) or dollar signs (\$)	11
NON_ADV_LOAN_AMT	The Non Recoverable Loan Amount, if applicable.		2 No commas(,) or dollar signs (\$)	11
LOAN_LOSS_AMT	The amount the Servicer is passing as a loss, in applicable.	f	2 No commas(,) or dollar signs (\$)	11
Plus the following appli	cable fields:			
SCHED_BEG_PRIN_BAL	The scheduled outstanding principal amount due at the beginning of the cycle date to be passed through to investors.		2No commas(,) or dollar signs (\$)	11
SCHED_END_PRIN_BAL	The scheduled principal balance due to investors at the end of a processing cycle.	÷	2No commas(,) or dollar signs (\$)	11
SCHED_PRIN_AMT	The scheduled principal amount as reported by the Servicer for the current cycle only applicable for Scheduled/Scheduled Loans.		2No commas(,) or dollar signs (\$)	11
SCHED_NET_INT	The scheduled gross interest amount less the service fee amount for the current cycle as reported by the Servicer only applicable for Scheduled/Scheduled Loans.		2No commas(,) or dollar signs (\$)	11
ACTL_PRIN_AMT	The actual principal amount collected by the Servicer for the current reporting cycle only applicable for Actual Actual Loans.		2No commas(,) or dollar signs (\$)	11
ACTL_NET_INT	The actual gross interest amount less the service fee amount for the current reporting cycle as reported by the Servicer only applicable for Actual/Actual Loans.		2No commas(,) or dollar signs (\$)	11
PREPAY_PENALTY_ AMT	The penalty amount received when a borrower prepays or his loan as reported by the Servicer.	1	2No commas(,) or dollar signs (\$)	11
PREPAY_PENALTY_ WAIVED	The prepayment penalty amount for the loan waived by the servicer.	'	2No commas(,) or dollar signs (\$)	11

Exhibit 1: Continued	Standard Loan Level File Layout			
Column Name	Description	Decimal	Format Comment	Max Size
MOD_DATE	The Effective Payment Date of the Modification for the loan.		MM/DD/YYYY	10
MOD_TYPE	The Modification Type.		Varchar - value can be alpha or numeric	30
DELINQ_P&I_ADVANCE_AMT	The current outstanding principal and interest advances made by Servicer.		No commas(,) or dollar signs (\$)	11
BREACH_FLAG	Flag to indicate if the repurchase of a loan is due to a breach of Representations and Warranties		Y=Breach N=NO Breach Let blank if N/A	1

STANDARD FILE LAYOUT- DELINQUENCY REPORTING

Exhibit D-2: Standard File Layout - Delinquency Reporting

*The column/header names in bold are the minimum fields Wells Fargo must receive from every Servicer

Column/Header Name	Description	Decimal	Format Comment
SERVICER_LOAN_NBR	A unique number assigned to a loan by the Servicer. This may be different than the LOAN_NBR		
LOAN_NBR	A unique identifier assigned to each loan by the originator.		
CLIENT_NBR	Servicer Client Number		
SERV_INVESTOR_NBR	Contains a unique number as assigned by an external servicer to identify a group of loans in their system.		
BORROWER_FIRST_NAME	First Name of the Borrower.		
BORROWER_LAST_NAME	Last name of the borrower.		
PROP_ADDRESS	Street Name and Number of Property		
PROP_STATE	The state where the property located.		
PROP_ZIP	Zip code where the property is located.		
BORR_NEXT_PAY_DUE_DATE	The date that the borrower's next payment is due to the servicer at the end of processing cycle, as reported by Servicer.		MM/DD/YYYY
LOAN_TYPE	Loan Type (i.e. FHA, VA, Conv)		
BANKRUPTCY_FILED_DATE	The date a particular bankruptcy claim was filed.		MM/DD/YYYY
BANKRUPTCY_CHAPTER_CODE	The chapter under which the bankruptcy was filed.		
BANKRUPTCY_CASE_NBR	The case number assigned by the court to the bankruptcy filing.		
POST_PETITION_DUE_DATE	The payment due date once the bankruptcy has been approved by the courts		MM/DD/YYYY
BANKRUPTCY_DCHRG_DISM_DATE	The Date The Loan Is Removed From Bankruptcy. Either by Dismissal, Discharged and/or a Motion For Relief Was Granted.		MM/DD/YYYY
LOSS_MIT_APPR_DATE	The Date The Loss Mitigation Was Approved By The Servicer		MM/DD/YYYY
LOSS_MIT_TYPE	The Type Of Loss Mitigation Approved For A Loan Such As;		
LOSS_MIT_EST_COMP_DATE	The Date The Loss Mitigation /Plan Is Scheduled To End/Close		MM/DD/YYYY
LOSS_MIT_ACT_COMP_DATE	The Date The Loss Mitigation Is Actually Completed		MM/DD/YYYY
FRCLSR_APPROVED_DATE	The date DA Admin sends a letter to the servicer with instructions to begin foreclosure proceedings.		MM/DD/YYYY
ATTORNEY_REFERRAL_DATE	Date File Was Referred To Attorney to Pursue Foreclosure		MM/DD/YYYY
FIRST_LEGAL_DATE	Notice of 1st legal filed by an Attorney in a Foreclosure Action		MM/DD/YYYY
FRCLSR_SALE_EXPECTED_DATE	The date by which a foreclosure sale is expected to occur.		MM/DD/YYYY
FRCLSR_SALE_DATE	The actual date of the foreclosure sale.		MM/DD/YYYY
FRCLSR_SALE_AMT	The amount a property sold for at the foreclosure sale.	2	No commas(,) o
EVICTION_START_DATE	The date the servicer initiates eviction of the borrower.		MM/DD/YYYY
EVICTION_COMPLETED_DATE	The date the court revokes legal possession of the property from the borrower.		MM/DD/YYYY
LIST_PRICE	The price at which an REO property is marketed.	2	No commas(,) odollar signs (\$)
LIST_DATE	The date an REO property is listed at a particular price.		MM/DD/YYYY
OFFER_AMT	The dollar value of an offer for an REO property.	2	No commas(,) odollar signs (\$)
OFFER_DATE_TIME	The date an offer is received by DA Admin or by the Servicer.		MM/DD/YYYY
REO_CLOSING_DATE	The date the REO sale of the property is scheduled to close.		MM/DD/YYYY
REO_ACTUAL_CLOSING_DATE	Actual Date Of REO Sale		MM/DD/YYYY
OCCUPANT_CODE	Classification of how the property is occupied.		

PROP_CONDITION_CODE	A code that indicates the condition of the property.		
PROP_INSPECTION_DATE	The date a property inspection is performed.		MM/DD/YYYY
APPRAISAL_DATE	The date the appraisal was done.		MM/DD/YYYY
CURR_PROP_VAL	The current "as is" value of the property based on brokers price opinion or appraisal.	2	
REPAIRED_PROP_VAL	The amount the property would be worth if repairs are completed pursuant to a broker's price opinion or appraisal.	2	
If applicable:			
DELINQ_STATUS_CODE	FNMA Code Describing Status of Loan		
DELINQ_REASON_CODE	The circumstances which caused a borrower to stop paying on a loan. Code indicates the reason why the loan is in default for this cycle.		
MI_CLAIM_FILED_DATE	Date Mortgage Insurance Claim Was Filed With Mortgage Insurance Company.		MM/DD/YYYY
MI_CLAIM_AMT	Amount of Mortgage Insurance Claim Filed		No commas(,) or dollar signs (\$)
MI_CLAIM_PAID_DATE	Date Mortgage Insurance Company Disbursed Claim Payment		MM/DD/YYYY
MI_CLAIM_AMT_PAID	Amount Mortgage Insurance Company Paid On Claim	2	No commas(,) or dollar signs (\$)
POOL_CLAIM_FILED_DATE	Date Claim Was Filed With Pool Insurance Company		MM/DD/YYYY
POOL_CLAIM_AMT	Amount of Claim Filed With Pool Insurance Company	2	No commas(,) or dollar signs (\$)
POOL_CLAIM_PAID_DATE	Date Claim Was Settled and The Check Was Issued By The Pool Insurer		MM/DD/YYYY
POOL_CLAIM_AMT_PAID	Amount Paid On Claim By Pool Insurance Company	2	No commas(,) or dollar signs (\$)
FHA_PART_A_CLAIM_FILED_DATE	Date FHA Part A Claim Was Filed With HUD		MM/DD/YYYY
FHA_PART_A_CLAIM_AMT	Amount of FHA Part A Claim Filed	2	No commas(,) or dollar signs (\$)
FHA_PART_A_CLAIM_PAID_DATE	Date HUD Disbursed Part A Claim Payment		MM/DD/YYYY
FHA_PART_A_CLAIM_PAID_AMT	Amount HUD Paid on Part A Claim	2	No commas(,) or
FHA_PART_B_CLAIM_FILED_DATE	Date FHA Part B Claim Was Filed With HUD		dollar signs (\$) MM/DD/YYYY
FHA_PART_B_CLAIM_AMT	Amount of FHA Part B Claim Filed	2	No commas(,) or dollar signs (\$)
FHA_PART_B_CLAIM_PAID_DATE	Date HUD Disbursed Part B Claim Payment		MM/DD/YYYY
FHA_PART_B_CLAIM_PAID_AMT	Amount HUD Paid on Part B Claim	2	No commas(,) or dollar signs (\$)
VA_CLAIM_FILED_DATE	Date VA Claim Was Filed With the Veterans Admin		MM/DD/YYYY
VA_CLAIM_PAID_DATE	Date Veterans Admin. Disbursed VA Claim Payment		MM/DD/YYYY
VA_CLAIM_PAID_AMT	Amount Veterans Admin. Paid on VA Claim	2	No commas(,) or dollar signs (\$)
MOTION_FOR_RELIEF_DATE	The date the Motion for Relief was filed		MM/DD/YYYY
FRCLSR_BID_AMT	The foreclosure sale bid amount	<u> </u>	No commas(,) or I1dollar signs (\$)
FRCLSR_SALE_TYPE	The foreclosure sales results: REO, Third Party, Conveyance to HUD/VA		i Idoliai siglis (\$)
REO_PROCEEDS	The net proceeds from the sale of the REO property.		No commas(,) or
BPO_DATE	The date the BPO was done.		dollar signs (\$)
CURRENT_FICO	The current FICO score		
HAZARD_CLAIM_FILED_DATE	The date the Hazard Claim was filed with the Hazard Insurance		MM/DD/YYYY
HAZARD_CLAIM_AMT	Company. The amount of the Hazard Insurance Claim filed.		No commas(,) or
HAZARD_CLAIM_PAID_DATE	The date the Hazard Insurance Company disbursed the claim payment.		I1dollar signs (\$) MM/DD/YYYY
HAZARD_CLAIM_PAID_AMT	The amount the Hazard Insurance Company paid on the claim.	<u> </u>	No commas(,) or I1dollar signs (\$)
ACTION_CODE	Indicates loan status		Number
NOD_DATE			MM/DD/YYYY

NOI_DATE		MM/DD/YYYY
ACTUAL_PAYMENT_PLAN_START_DATE		MM/DD/YYYY
ACTUAL_PAYMENT_ PLAN_END_DATE		
ACTUAL_REO_START_DATE		MM/DD/YYYY
REO_SALES_PRICE		Number
REALIZED_LOSS/GAIN	As defined in the Servicing Agreement	Number

Exhibit 2: Standard File Codes - Delinquency Reporting

The **Loss Mit Type** field should show the approved Loss Mitigation Code as follows:

- ASUM- Approved Assumption
- BAP- Borrower Assistance Program
- CO- Charge Off
- DIL- Deed-in-Lieu
- FFA- Formal Forbearance Agreement
- MOD- Loan Modification
- PRE- Pre-Sale
- SS- Short Sale
- MISC- Anything else approved by the PMI or Pool Insurer

NOTE: Wells Fargo Bank will accept alternative Loss Mitigation Types to those above, provided that they are consistent with industry standards. If Loss Mitigation Types other than those above are used, the Servicer must supply Wells Fargo Bank with a description of each of the Loss Mitigation Types prior to sending the file.

The **Occupant Code** field should show the current status of the property code as follows:

- Mortgagor
- Tenant
- Unknown
- Vacant

The **Property Condition** field should show the last reported condition of the property as follows:

- Damaged
- Excellent
- Fair
- Gone
- Good
- Poor
- Special Hazard
- Unknown

Exhibit 2: Standard File Codes – Delinquency Reporting, Continued

The **FNMA Delinquent Reason Code** field should show the Reason for Delinquency as follows:

Delinquency Code	Delinquency Description
001	FNMA-Death of principal mortgagor
002	FNMA-Illness of principal mortgagor
003	FNMA-Illness of mortgagor's family member
004	FNMA-Death of mortgagor's family member
005	FNMA-Marital difficulties
006	FNMA-Curtailment of income
007	FNMA-Excessive Obligation
800	FNMA-Abandonment of property
009	FNMA-Distant employee transfer
011	FNMA-Property problem
012	FNMA-Inability to sell property
013	FNMA-Inability to rent property
014	FNMA-Military Service
015	FNMA-Other
016	FNMA-Unemployment
017	FNMA-Business failure
019	FNMA-Casualty loss
022	FNMA-Energy environment costs
023	FNMA-Servicing problems
026	FNMA-Payment adjustment
027	FNMA-Payment dispute
029	FNMA-Transfer of ownership pending
030	FNMA-Fraud
031	FNMA-Unable to contact borrower
INC	FNMA-Incarceration

Exhibit 2: Standard File Codes - Delinquency Reporting, *Continued*

The **FNMA Delinquent Status Code** field should show the Status of Default as follows:

Status Code	Status Description
09	Forbearance
17	Pre-foreclosure Sale Closing Plan Accepted
24	Government Seizure
26	Refinance
27	Assumption
28	Modification
29	Charge-Off
30	Third Party Sale
31	Probate
32	Military Indulgence
43	Foreclosure Started
44	Deed-in-Lieu Started
49	Assignment Completed
61	Second Lien Considerations
62	Veteran' s Affairs-No Bid
63	Veteran' s Affairs-Refund
64	Veteran' s Affairs-Buydown
65	Chapter 7 Bankruptcy
66	Chapter 11 Bankruptcy
67	Chapter 13 Bankruptcy

ATTACHMENT 6

NEW EXHIBIT H TO THE SERVICING AGREEMENT

SERVICING CRITERIA TO BE ADDRESSED IN ASSESSMENT OF COMPLIANCE

The assessment of compliance to be delivered by [the Company][Name of Subservicer] shall address, as a minimum, the criteria identified below as "Applicable Servicing Criteria"

Reg AB	Servicing Criteria	Applicable Servicing	
Reference	General Servicing Considerations	Criteria	Servicing Criteria
		v	
1122(d)(1)(i)	Policies and procedures are instituted to monitor any performance or other triggers and events of default in accordance with the transaction agreements.	Х	
	If any material servicing activities are outsourced to third parties, policies and procedures		
1122(4)(1)(;;)	are instituted to monitor the third party's performance and compliance with such servicing		
1122(d)(1)(ii)	activities. Any requirements in the transaction agreements to maintain a back-up servicer for the		X
1122(d)(1)(iii)	mortgage loans are maintained.		Λ
(*)()()	A fidelity bond and errors and omissions policy is in effect on the party participating in	X	
	the servicing function throughout the reporting period in the amount of coverage required		
1122(d)(1)(iv)	by and otherwise in accordance with the terms of the transaction agreements.		
	Cash Collection and Administration		
	Payments on mortgage loans are deposited into the appropriate custodial bank accounts	X	
	and related bank clearing accounts no more than two business days following receipt, or		
1122(d)(2)(i)	such other number of days specified in the transaction agreements.		
	Disbursements made via wire transfer on behalf of an obligor or to an investor are made	X	
1122(d)(2)(ii)	only by authorized personnel.	37	
	Advances of funds or guarantees regarding collections, cash flows or distributions, and		
1122(d)(2)(iii)	any interest or other fees charged for such advances, are made, reviewed and approved as specified in the transaction agreements.		
1122(u)(2)(III)	The related accounts for the transaction, such as cash reserve accounts or accounts	X	
	established as a form of overcollateralization, are separately maintained (e.g., with respect		
1122(d)(2)(iv)	to commingling of cash) as set forth in the transaction agreements.		
	Each custodial account is maintained at a federally insured depository institution as set	X	
	forth in the transaction agreements. For purposes of this criterion, "federally insured		
	depository institution" with respect to a foreign financial institution means a foreign		
1122(4)(2)(-)	financial institution that meets the requirements of Rule 13k-1(b)(1) of the Securities		
1122(d)(2)(v)	Exchange Act.	X	
1122(d)(2)(vi)	Unissued checks are safeguarded so as to prevent unauthorized access.		
	Reconciliations are prepared on a monthly basis for all asset-backed securities related		
	bank accounts, including custodial accounts and related bank clearing accounts. These		
	reconciliations are (A) mathematically accurate; (B) prepared within 30 calendar days		
	after the bank statement cutoff date, or such other number of days specified in the transaction agreements; (C) reviewed and approved by someone other than the person		
	who prepared the reconciliation; and (D) contain explanations for reconciling items. These		
	reconciling items are resolved within 90 calendar days of their original identification, or		
1122(d)(2)(vii)	such other number of days specified in the transaction agreements.		
	Investor Remittances and Reporting		
	Reports to investors, including those to be filed with the Commission, are maintained	X	
	in accordance with the transaction agreements and applicable Commission requirements.		
	Specifically, such reports (A) are prepared in accordance with timeframes and other terms		
	set forth in the transaction agreements; (B) provide information calculated in accordance		
	with the terms specified in the transaction agreements; (C) are filed with the Commission as required by its rules and regulations; and (D) agree with investors' or the trustee's		
	records as to the total unpaid principal balance and number of mortgage loans serviced by		
1122(d)(3)(i)	the Servicer.		
\"/\-/\ - /	Amounts due to investors are allocated and remitted in accordance with timeframes,	X	
1122(d)(3)(ii)	distribution priority and other terms set forth in the transaction agreements.		
	Disbursements made to an investor are posted within two business days to the Servicer's	X	
1122(d)(3)(iii)	investor records, or such other number of days specified in the transaction agreements.		

	Amounts remitted to investors per the investor reports agree with cancelled checks, or	X	
1122(d)(3)(iv)	other form of payment, or custodial bank statements.		

Reg AB Reference	Servicing Criteria	Applicable Servicing Criteria	Inapplicable Servicing Criteria
	Pool Asset Administration		
1122(d)(4)(i)	Collateral or security on mortgage loans is maintained as required by the transaction agreements or related mortgage loan documents.	X	
1122(d)(4)(ii)	Mortgage loan and related documents are safeguarded as required by the transaction agreements	X	
	Any additions, removals or substitutions to the asset pool are made, reviewed and approved in accordance with any conditions or requirements in the transaction		
1122(d)(4)(iii)	agreements.		
1122(d)(4)(iv)	Payments on mortgage loans, including any payoffs, made in accordance with the related mortgage loan documents are posted to the Servicer's obligor records maintained no more than two business days after receipt, or such other number of days specified in the transaction agreements, and allocated to principal, interest or other items (e.g., escrow) in accordance with the related mortgage loan documents.		
1122(d)(4)(v)	The Servicer's records regarding the mortgage loans agree with the Servicer's records with respect to an obligor's unpaid principal balance.	X	
1122(d)(4)(vi)	Changes with respect to the terms or status of an obligor's mortgage loans (e.g., loan modifications or re-agings) are made, reviewed and approved by authorized personnel in accordance with the transaction agreements and related pool asset documents.		
	Loss mitigation or recovery actions (e.g., forbearance plans, modifications and deeds in lieu of foreclosure, foreclosures and repossessions, as applicable) are initiated, conducted and concluded in accordance with the timeframes or other requirements established by the		
1122(d)(4)(vii)	transaction agreements. Records documenting collection efforts are maintained during the period a mortgage loan is delinquent in accordance with the transaction agreements. Such records are maintained on at least a monthly basis, or such other period specified in the transaction agreements, and describe the entity's activities in monitoring delinquent mortgage loans including, for		
1122(d)(4)(viii)	example, phone calls, letters and payment rescheduling plans in cases where delinquency is deemed temporary (e.g., illness or unemployment).		
1122(d)(4)(ix)	Adjustments to interest rates or rates of return for mortgage loans with variable rates are computed based on the related mortgage loan documents.		
1122(d)(4)(x)	Regarding any funds held in trust for an obligor (such as escrow accounts): (A) such funds are analyzed, in accordance with the obligor's mortgage loan documents, on at least an annual basis, or such other period specified in the transaction agreements; (B) interest on such funds is paid, or credited, to obligors in accordance with applicable mortgage loan documents and state laws; and (C) such funds are returned to the obligor within 30 calendar days of full repayment of the related mortgage loans, or such other number of days specified in the transaction agreements.		
	Payments made on behalf of an obligor (such as tax or insurance payments) are made on or before the related penalty or expiration dates, as indicated on the appropriate bills or notices for such payments, provided that such support has been received by the servicer at least 30 calendar days prior to these dates, or such other number of days specified in the		
1122(d)(4)(xi)	transaction agreements. Any late payment penalties in connection with any payment to be made on behalf of an		
1122(d)(4)(xii)	obligor are paid from the Servicer's funds and not charged to the obligor, unless the late payment was due to the obligor's error or omission.		
1122(d)(4)(xiii)	Disbursements made on behalf of an obligor are posted within two business days to the obligor's records maintained by the servicer, or such other number of days specified in the transaction agreements.		
1122(d)(4)(xiv)	Delinquencies, charge-offs and uncollectible accounts are recognized and recorded in accordance with the transaction agreements.	X	
1122(d)(4)(xv)	Any external enhancement or other support, identified in Item 1114(a)(1) through (3) or Item 1115 of Regulation AB, is maintained as set forth in the transaction agreements.		X

SERVICING AGREEMENT

This Servicing Agreement (this "Agreement") is made and entered into as of June 1, 2007 (the "Effective Date"), between Wells Fargo Bank, N.A., having an address at 1 Home Campus, Des Moines, Iowa 50328-0001 (the "Servicer" or the "Company") and HSBC Bank USA, National Association, as trustee for the holders of the certificates issued by Deutsche Alt-A Securities Mortgage Loan Trust, Series 2007-AR3 (including its successors in interest and any successor trustee under the Pooling Agreement as defined below, the "Trustee") and acknowledged and agreed to by Deutsche Alt-A Securities, Inc. as depositor (the "Depositor"), DB Structured Products, Inc., as seller ("DBSP") and Wells Fargo Bank, N.A., as master servicer (the "Master Servicer") and as securities administrator (the "Securities Administrator").

WITNESSETH

WHEREAS, the Depositor, the Master Servicer, the Securities Administrator, Clayton Fixed Income Services, Inc. as credit risk manager and the Trustee entered into the Pooling and Servicing Agreement (the "Pooling and Servicing Agreement"), dated as of April 1, 2007, relating to Deutsche Alt-A Securities Mortgage Loan Trust, Series 2007-AR3, Mortgage Pass-Through Certificates and attached hereto as <u>Attachment 1</u>;

WHEREAS, Countrywide Home Loans Servicing LP ("Countrywide Servicing") is currently servicing (i) certain residential mortgage loans identified on the schedule annexed hereto as Attachment 2 (the "Serviced Loans"), until the Effective Date for the benefit of the Trustee pursuant to the provisions of the Mortgage Loan Servicing Rights Purchase and Servicing Agreement, dated as of September 1, 2005, as amended by amendements dated as of August 31, 2006 and February 26, 2007, between DBSP, Countrywide Home Loans, Inc. and Countrywide Servicing (the "Countrywide 2005 Servicing Agreement"), as modified in accordance with the terms of that certain assignment, assumption and recognition agreement, dated as of April 30, 2007, among DBSP as assignor, Countrywide Home Loans, Inc., Countrywide Servicing and the Depositor as assignee, and acknowledged and agreed to by the Master Servicer and (ii) certain residential mortgage loans identified on the schedule annexed hereto as Attachment 2, until the Effective Date for the benefit of the Trustee pursuant to the provisions of the Flow Servicing Agreement, dated as of June 30, 2006, by and between DBSP and Countrywide Servicing (the "Countrywide 2006 Servicing Agreement"), as modified by that certain Commitment Letter, dated April 30, 2007, between DBSP and Countrywide Servicing and modified in accordance with the terms of an assignment, assumption and recognition agreement dated as of April 30, 2007 among DBSP as assignor, the Depositor as assignee, Countrywide Home Loans, Inc., and Countrywide Servicing and acknowledged and agreed to by the Master Servicer;

WHEREAS, pursuant to Section 8.2 of the Countrywide 2005 Servicing Agreement, DBSP has the right to transfer the servicing responsibilities of Countrywide with respect to the Serviced Loans as set forth in the Countrywide 2005 Servicing Agreement;

WHEREAS, pursuant to Section 6.01 of the Countrywide 2006 Servicing Agreement, DBSP has the right to transfer the servicing responsibilities of Countrywide with respect to the Serviced Loans as set forth in the Countrywide 2006 Servicing Agreement;

WHEREAS, pursuant to the deboarding agreement, dated as of June 1, 2007, by and between DBSP, Countrywide Home Loans, Inc. and Countrywide Servicing, the parties agree, by mutual consent, to terminate the Countrywide 2005 Servicing Agreement, with respect to the Serviced Loans, effective as of the Effective Date.

WHEREAS, pursuant to the deboarding agreement, dated as of June 1, 2007, by and between DBSP, Countrywide Home Loans, Inc. and Countrywide Servicing, the parties agree, by mutual consent, to terminate the Countrywide 2006 Servicing Agreement, with respect to the Serviced Loans, effective as of the Effective Date.

WHEREAS, the Depositor and DBSP desire to effectuate the replacement of Countrywide Servicing as the Servicer with respect to the Serviced Loans;

Therefore, in consideration of the mutual promises contained herein, the parties hereto agree that the Servicer shall service the Serviced Loans, for the benefit of the Trustee pursuant to the provisions of that certain Servicing Agreement, dated as of December 1, 2005, between DBSP and the Company (the "Servicing Agreement") as modified in accordance with the terms of this Agreement; provided that to the extent any mortgage loan identified on Attachment 2 is repurchased by the Company, such mortgage loan shall no longer be a "Serviced Loan" and shall no longer be subject to this Agreement.

Defined Terms

1. Capitalized terms used herein but not defined shall have the meanings ascribed to them in the Servicing Agreement or, with respect to such undefined terms in Section 6 herein, to the Pooling and Servicing Agreement.

Appointment of Servicer

2. Each of the Depositor, DBSP, the Master Servicer and the Trustee consents to the appointment of the Servicer, and hereby designates Wells Fargo Bank, N.A., as Servicer of the Serviced Loans from and after the Effective Date. Any fees and expenses incurred by the Master Servicer in connection with the appointment of the Servicer shall be paid by DBSP.

Representations, Warranties and Covenants

- 3. The Servicer warrants and represents to, and covenants with, the Trustee as of the Effective Date:
- (a) Attached hereto as <u>Attachment 3</u> is a true and accurate copy of the Servicing Agreement, which Servicing Agreement is in full force and effect as of the Effective Date and the provisions of which, except as set forth herein, have not been waived, amended or modified in any respect, nor has any notice of termination been given thereunder;
- (b) The Servicer is a national banking association, duly organized, validly existing and in good standing under the laws of the United States of America, and has all requisite power and authority to service the Serviced Loans and otherwise to perform its obligations under the Servicing Agreement, as modified by this Agreement;
- (c) The Servicer has full power and authority to execute, deliver and perform its obligations under this Agreement, and to consummate the transactions set forth herein. The consummation of the transactions contemplated by this Agreement is in the ordinary course of the Servicer's business and will not conflict with, or result in a breach of, any of the terms, conditions or provisions of the Servicer's charter or by-laws or any legal restriction, or any material agreement or instrument to which the Servicer is now a party or by which it is bound, or result in the violation of any law, rule, regulation, order, judgment or decree to which the Servicer or its property is subject. The execution, delivery and performance by the Servicer of this Agreement and the consummation by it of the transactions contemplated hereby, have been duly authorized by all necessary action on the part of the Servicer. This Agreement has been duly executed and delivered by the Servicer, and, upon the due authorization, execution and delivery by Trustee and Master Servicer, will constitute the valid and legally binding obligation of the Servicer, enforceable against the Servicer in accordance with its terms except as enforceability may be limited by bankruptcy, reorganization, insolvency, moratorium or other similar laws administered by the FDIC affecting the contract obligations of insured banks now or hereafter in effect, and by general principles of equity regardless of whether enforceability is considered in a proceeding in equity or at law;
- (d) No consent, approval, order or authorization of, or declaration, filing or registration with, any governmental entity is required to be obtained or made by the Servicer in connection with the execution, delivery or performance by the Servicer of this Agreement, or the consummation by it of the transactions contemplated hereby;
- (e) From and after the Effective Date, the Servicer shall service the Serviced Loans in accordance with the terms and provisions of the Servicing Agreement, as modified by this Agreement. The Servicer shall establish a Custodial Account and an Escrow Account under the Servicing Agreement with respect to the Serviced Loans separate

from the Custodial Account and Escrow Account previously established under the Servicing Agreement in favor of Trustee, and shall remit collections received on the Serviced Loans to the appropriate account as required by the Servicing Agreement. The Custodial Account and the Escrow Account each shall be entitled "Wells Fargo Bank, National Association, as servicer in trust for Deutsche Alt-A Securities Mortgage Loan Trust, Series 2007-AR3" and shall be established and maintained with a Qualified Depository. Any funds held in the Custodial Account are and shall remain uninvested.

- (f) There are no legal proceedings pending or threatened against the Servicer or proceedings known to be contemplated by governmental authorities against the Servicer which in the judgment of the Servicer would result, in each case, in any material adverse change in the ability of the Servicer to perform its obligations under this Agreement or the Servicing Agreement. The Servicer is solvent;
- (g) Except as disclosed on Attachment 4 hereto, there are no affiliations with nor any relationships or transactions of a type described in Item 1119(b) of Regulation AB with respect to the Servicer and any of the following parties:
 - (1) DB Structured Products, Inc.;
 - (2) Deutsche Alt-A Securities, Inc.;
 - (3) Deutsche Alt-A Securities Mortgage Loan Trust, Series 2007-AR3;
 - (4) the Master Servicer (as master servicer and securities administrator);
 - (5) the Trustee;
 - (6) Wells Fargo Bank, N.A. and Deutsche Bank National Trust Company as custodians;
 - (7) Swiss Re Financial Products Corporation (as cap provider); and
 - (8) Deutsche Bank AG New York Branch (as swap provider)
 - (9) MBIA Insurance Corporation (as group I senior certificate insurer)
- (h) To make all the representations and warranties regarding the Servicer set forth in Section 3.01 of the Servicing Agreement as of the Effective Date. No other document need be prepared indicating that the Servicer is making such representations and warranties as to the applicable Serviced Loans as of such date.

Recognition of Trustee.

- 4. The Servicer recognizes the Trustee as owner of the Serviced Loans, and acknowledges that the Serviced Loans are part of a REMIC, and from and after the Effective Date, will service the Serviced Loans in accordance with the Servicing Agreement, as modified by this Agreement, but in no event in a manner that would (i) cause any REMIC to fail to qualify as a REMIC or (ii) result in the imposition of a tax upon any REMIC (including but not limited to the tax on prohibited transactions as defined in Section 860F(a)(2) of the Internal Revenue Code of 1986 (the "Code") and the tax on contributions to a REMIC set forth in Section 860G(d) of the Code). It is the intention of the Servicer and the Trustee that this Agreement shall be binding upon and for the benefit of the respective successors and assigns of the parties hereto. The Servicer shall not amend or agree to amend, modify, waive, or otherwise alter any of the terms or provisions of the Servicing Agreement which amendment, modification, waiver or other alteration would in any way affect the Serviced Loans without the prior written consent of the Trustee.
- 5. The Servicer hereby acknowledges that the Trustee, acting pursuant to the terms of the Pooling and Servicing Agreement, has the right to enforce all obligations of the Servicer, as they relate to the Serviced Loans, under the Servicing Agreement. Such right will include, without limitation, the right to indemnification, the right to terminate

the Servicer under the Servicing Agreement upon the occurrence of an Event of Default thereunder and the right to exercise certain rights of consent and approval relating to actions taken by the Servicer under the Servicing Agreement. In addition, any notice required to be given by the "Owner" pursuant to Section 10.01 of the Servicing Agreement shall be given by the Trustee. The Servicer further acknowledges that pursuant to the terms of the Pooling and Servicing Agreement, the Master Servicer is required to monitor the performance of the Servicer under the Servicing Agreement. The Master Servicer shall have the right to receive all remittances required to be made by the Servicer under the Servicing Agreement, the right to examine the books and records of the Servicer under the Servicing Agreement and the right to indemnification under the Servicing Agreement. In addition, if the Servicer shall fail to remit any payment pursuant to the Servicing Agreement, the Master Servicer shall notify the Trustee and the Trustee shall notify the Servicer of such failure as set forth in Section 10.01 of the Servicing Agreement. The Servicer hereby agrees to make all remittances required under the Servicing Agreement to the Master Servicer for the benefit of the Certificateholders in accordance with the following wire instructions:

Wells Fargo Bank, N.A. ABA Number: 121000248 Account Name: SAS Clearing Account Number: 3970771416

For further credit to: DBALT 2007-AR3 Account Number 53136000.

The Servicer shall deliver all reports required to be delivered under the Servicing Agreement to the Master Servicer at its address set forth in Section 8 herein.

6. In the event that DBSP substitutes any Deleted Mortgage Loans with any Qualified Substitute Mortgage Loans in the manner set forth in the Pooling and Servicing Agreement, the Servicer shall determine the amount (the "Substitution Shortfall Amount"), if any, by which the aggregate purchase price of all such Deleted Mortgage Loans exceeds the aggregate of, as to each such Qualified Substitute Mortgage Loan, (x) the scheduled principal balance thereof as of the date of substitution, together with one month's interest on such scheduled principal balance at the applicable Mortgage Interest Rate (minus the Administration Fee Rate (as defined below)), plus (y) all outstanding Monthly Advances and Servicing Advances (including nonrecoverable Monthly Advances and nonrecoverable Servicing Advances) related thereto. On the date of such substitution, DBSP will deliver or cause to be delivered to the Servicer for deposit in the Custodial Account an amount equal to the Substitution Shortfall Amount, if any, and the Servicer shall certify in writing to the Trustee that it has received such Substitution Shortfall Amount from DBSP. The Servicer shall remit such Substitution Shortfall Amount to the securities administrator on the next succeeding Servicer Remittance Date. As used in this Section, the "Administration Fee Rate" means the sum of the rates used to calculate the fees payable to the Servicer and the Master Servicer under the Pooling and Servicing Agreement.

Modification of the Servicing Agreement

- 7. Only insofar as it relates to the Serviced Loans, the parties hereto hereby amend the Servicing Agreement as follows:
 - (a) The following definitions are added to Article I of the Servicing Agreement:
 - "<u>Determination Date</u>": With respect to any Remittance Date, the Business Day immediately preceding such Remittance Date.
 - "<u>Distribution Date</u>": The 25th day of any month, or if such 25th day is not a Business Day, the Business Day immediately following such 25th day, commencing in June 2007.
 - "<u>Due Period</u>": With respect to each Remittance Date, the period commencing on the second day of the month preceding the month of the Remittance Date and ending on the first day of the month of the Remittance Date.

"<u>Monthly Advance</u>": The portion of each Monthly Payment that is delinquent with respect to each Mortgage Loan at the close of business on the Determination Date required to be advanced by the Servicer pursuant to Section 5.03 on the Business Day immediately preceding the Remittance Date of the related month.

"Rating Agencies": Fitch Ratings, Moody's Investors Services, Inc. and Standard & Poor's Ratings Services, or their successors. If such agencies or their successors are no longer in existence, "Rating Agencies" shall be such nationally recognized statistical rating agencies, or other comparable Persons, designated by the Depositor, notice of which designation shall be given to the Trustee.

"Securities Administrator": Wells Fargo Bank, National Association or any successor thereto.

"Trust": Deutsche Alt-A Securities Mortgage Loan Trust, Series 2007-AR3.

"Trustee": HSBC Bank USA, National Association a national banking association, or its successor in interest, or any successor trustee.

"Trustee MIN": 1003169

- (b) The definition of "Business Day" is modified by replacing clause (ii) with the following:
 - "(ii) a day on which banking institutions in the State of New York, the State of Maryland, the State of Iowa, the State of California, the State of Minnesota, the State of South Carolina, the State in which any Corporate Trust Office of the Trustee is located are authorized or obligated by law or executive order to be closed."
- (c) The definition of "Depositor" is hereby deleted in its entirety and replaced with the following:

"Depositor": Deutsche Alt-A Securities, Inc.

(d) The definition of "First Remittance Date" in Article I of the Servicing Agreement is modified by deleting such definition in its entirety and replacing it with the following:

"First Remittance Date": June 18th, 2007.

- (e) The definition of "Master Servicer" is hereby deleted in its entirety and replaced with the following:
 - "Master Servicer": Wells Fargo Bank, N.A. or any successor thereto.
- (f) All references to "Monthly Accounting Cut-Off Date" are hereby replaced with "Determination Date".
- (g) The definition of "Opinion of Counsel" is hereby deleted in its entirety and replaced with the following:
 - "Opinion of Counsel": A written opinion of counsel, who may, without limitation, be salaried counsel for the Depositor, the Servicer, the Securities Administrator or the Master Servicer, acceptable to the Trustee, except that any opinion of counsel relating to (a) the qualification of any REMIC as a REMIC or (b) compliance with the REMIC Provisions must be an opinion of independent counsel; provided, however, any Opinion of Counsel provided by the Servicer pursuant to clause (b) above may be provided by internal counsel; provided that the delivery of such Opinion of Counsel shall not release the Servicer from any of its obligations hereunder and the Servicer shall be responsible for such contemplated actions or inaction, as the case may be, to the extent it conflicts with the terms of this Agreement.
- (h) The definition of "Principal Prepayment Period" is hereby deleted in its entirety and replaced with the following:

- <u>"Principal Prepayment Period":</u> With respect to any Distribution Date, the period commencing on the 14th day of the calendar month preceding the calendar month in which such Distribution Date occurs and ending on the 13th day of the calendar month in which the related Distribution Date occurs.
- (i) The definition of "Qualified Depository" is hereby amended by deleting the word "or" following the words "Standard & Poor's Ratings Services" and replacing it with "and".
- (j) The following language is added to the end of the definition of "REMIC Provisions": "as well as provisions of applicable state laws".
- (k) The definition of "Remittance Date" is hereby deleted in its entirety and replaced with the following:

"Servicer Remittance Date: With respect to any Distribution Date, the 18th day of the month in which such Distribution Date occurs; provided that if such 18th day of a given month is not a Business Day, the Servicer Remittance Date for such month shall be the Business Day immediately preceding such 18th day."

All references to "Remittance Date" set forth in this Agreement are hereby replaced with "Servicer Remittance Date".

- (1) The definition of "Servicing Advances" is hereby amended by adding the following language after the phrase "including reasonable attorney's fees and disbursements": "but excluding any fees associated with the registration of any Mortgage Loan on the MERS System as required under Section 4.01".
- (m) The definition of "Servicing Fee Rate" is hereby deleted in its entirety and replaced with the following:

"Servicing Fee Rate: With respect to each Mortgage Loan, the per annum rate specified per Mortgage Loan on the Mortgage Loan Schedule."

- (n) Section 3.01(k) shall be inapplicable.
- (o) Section 4.01 is modified by adding the following to the second paragraph, after the third sentence:

In the event of any such modification which permits the deferral of interest or principal payments on any Mortgage Loan, the Servicer shall, on the Business Day immediately preceding the Remittance Date in any month in which any such principal or interest payment has been deferred, deposit in the Custodial Account from its own funds, in accordance with Section 5.03, the difference between (a) such month's principal and one month's interest at the Mortgage Loan Remittance Rate on the unpaid principal balance of such Mortgage Loan and (b) the amount paid by the Mortgagor.

- (p) Section 4.01 is modified by adding the following to the first sentence in the second paragraph after the words "future advances":
 - ", other than Servicing Advances,"
- (q) Section 4.01 is modified by deleting the last paragraph from such section and replacing it with the following: "Notwithstanding anything to the contrary contained herein, the Servicer may not waive a Prepayment Penalty except under the following circumstances: (i) such waiver is standard and customary in servicing similar Mortgage Loans and such waiver is related to a default or reasonably foreseeable default and would, in the reasonable judgment of the Servicer, maximize recovery of total proceeds taking into account the value of such Prepayment Penalty and the related Mortgage Loan and, if such waiver is made in connection with a refinancing of the related Mortgage Loan, such refinancing is related to a default or a reasonably foreseeable default, (ii) such Prepayment Penalty is unenforceable in accordance with applicable law or the collection of such related

Prepayment Penalty would otherwise violate applicable law or (iii) the collection of such Prepayment Penalty would be considered "predatory" pursuant to written guidance published or issued by any applicable federal, state or local regulatory authority acting in its official capacity and having jurisdiction over such matters. In the event the Servicer waives any Prepayment Penalty, other than as set forth in (i), (ii) and (iii) above, the Servicer shall deposit the amount of any such Prepayment Penalty in the Custodial Account for distribution to the Owner on the next Remittance Date."

- (r) Section 4.04 (vi) is modified by adding after the word "Sections", "4.01, 5.03".
- (s) Section 4.04 is also modified by deleting the "and" at the end of clause (viii), deleting the "." at the end of clause (ix) and adding a "," and adding the following clause: "(x) with respect to each Principal Prepayment an amount (to be paid by the Servicer out of its funds) which, when added to all amounts allocable to interest received in connection with the Principal Prepayment, equals one month's interest on the amount of principal so prepaid at the Mortgage Loan Remittance Rate;
- (t) Section 4.05 is modified by deleting the word "and" at the end of clause (ix), deleting the "." at the end of clause (x) and adding ";" and adding the following clauses: "(xi) to reimburse itself for expenses incurred and reimbursable to it pursuant to the fees paid to MERS under Section 4.01; and (xii) to reimburse itself for any Monthly Advance or Servicing Advance previously made by it which the Servicer has determined to be a nonrecoverable Monthly Advance or a nonrecoverable Servicing Advance, as evidenced by the delivery to the Master Servicer of a certificate signed by two officers of the Servicer".
- (u) Section 4.10 is modified by deleting the following from the end of the fourth paragraph of such section: "and if the Mortgage does not obtain such coverage, the Servicer shall immediately force place the required coverage on the Mortgagor's behalf."
- (v) Section 4.13 is deleted in its entirety and replaced with the following: "The Servicer or its agent shall inspect the Mortgaged Property as often as deemed necessary by the Servicer in accordance with Accepted Servicing Practices or as may be required by the primary mortgage guaranty insurer, to assure itself that the value of the Mortgaged Property is being preserved. The Servicer shall keep a record of each such inspection and, upon request, shall provide the Owner with an electronic report of each such inspection."
- (w) Section 4.15 is modified by adding the "or other applicable law" after "(ii), after Homeowners Protection Act of 1998, 12 U.S.C. § 4901, et seq.,".
- (x) Section 4.16 is modified by deleting the "." from the first sentence in the second paragraph and adding the following: "in a manner which does not cause such REO Property to fail to qualify as "foreclosure property" within the meaning of Section 860G(a)(8) of the Code or result in the receipt by any Trust REMIC created hereunder of any "income from non-permitted assets" within the meaning of Section 860F(a)(2)(B) of the Code, or any "net income from foreclosure property" which is subject to taxation under the REMIC Provisions."
- (y) Section 4.16 is further modified by deleting the first sentence from the third paragraph and replacing it with the following: "The Servicer, shall either sell any REO Property by the close of the third calendar year following the calendar year in which the Trust acquires ownership of such REO Property for purposes of Section 860(a)(8) of the Code or request from the Internal Revenue Service, no later than 60 days before the day on which the three-year grace period would otherwise expire an extension of the three-year grace period, unless the Servicer had delivered to the Trustee an Opinion of Counsel, addressed to the Trustee and the Depositor, to the effect that the holding by the Trust of such REO Property subsequent to three years after its acquisition will not result in the imposition on any Trust REMIC created hereunder of taxes on "prohibited transactions" thereof, as defined in Section 860F of the Code, or cause any Trust REMIC hereunder to fail to qualify as a REMIC under Federal law at any time that any Certificates issued by the Trust are outstanding."
- (z) Section 4.24(a) is modified by inserting ", 9.01(e)(vii)" after "9.01(e)(vi)".

- (aa) The last paragraph of Section 4.24 is modified by inserting the words "and the other certifications" after the words "assessment of compliance and attestation".
- (bb) The first paragraph of Section 5.01 is deleted in its entirety and replaced with the following: "On each Remittance Date the Servicer shall remit by wire transfer of immediately available funds to the Owner (a) all amounts deposited in the Custodial Account as of the close of business on the Determination Date (net of charges against or withdrawals from the Custodial Account pursuant to Section 4.05), plus (b) all amounts, if any, which the Servicer is obligated to distribute pursuant to Section 5.03, minus (c) any amounts attributable to Principal Prepayments received after the applicable Principal Prepayment Period which amounts shall be remitted on the following Remittance Date, together with any additional interest required to be deposited in the Custodial Account in connection with such Principal Prepayment in accordance with Section 4.04(viii); and minus (d) any amounts attributable to Monthly Payments collected but due on a Due Date or Dates subsequent to the first day of the month of the Remittance Date."
- (cc) The second paragraph of Section 5.01 of the Servicing Agreement is modified by deleting from the first sentence therein the words "second Business Day following the" and by deleting the word "second" from the second sentence therein.
- (dd) Section 5.02 is deleted in its entirety and replaced with the following:

"No later than the tenth (10th) calendar day (or if such tenth (10th) day is not a Business Day, the first Business Day immediately preceding such tenth (10th) day) of each month, Servicer shall furnish to the Master Servicer a computer tape or data file containing the data specified in Exhibit D, which data shall reflect information from the Due Period immediately preceding the Servicer Remittance Date and such other information with respect to the Mortgage Loans as the Master Servicer may reasonably require to allocate remittances made pursuant to this Agreement and provide appropriate statements with respect to such remittances.

No later than the tenth (10th) calendar day (or if such tenth (10th) day is not a Business Day, the first Business Day immediately preceding such tenth (10th) day) of each month, the Servicer shall deliver to the Master Servicer by electronic mail (or by such other means as the Servicer and the Master Servicer may agree from time to time) a prepayment report with respect to the related Servicer Remittance Date (which may be included as part of the computer tape or data file described in the immediately preceding paragraph). Such prepayment report shall include such information with respect to Prepayment Penalties as the Master Servicer may reasonable require in order for it to perform its prepayment verification duties and to issue its findings in a verification report (the "Verification Report"). The Master Servicer shall forward the Verification Report to the Servicer and shall notify the Servicer if the Master Servicer has determined that the Servicer did not deliver the appropriate Prepayment Penalties to the Securities Administrator in accordance with the this Agreement. If the Servicer agrees with the verified amounts, the Servicer shall adjust the immediately succeeding remittance report and the amount remitted to the Securities Administrator with respect to prepayments accordingly. If the Servicer disagrees with the determination of the Master Servicer, the Servicer shall, within five (5) Business Days of its receipt of the Verification Report, notify the Master Servicer of such disagreement and provide the Master Servicer with detailed information to support its position. The Servicer and the Master Servicer shall cooperate to resolve any discrepancy on or prior to the immediately succeeding Servicer Remittance Date, and the Servicer will indicate the effect of such resolution on the related remittance report and shall adjust the amount remitted with respect to prepayments on such Servicer Remittance Date accordingly. During such time as the Servicer and the Master Servicer are resolving discrepancies with respect to the Prepayment Penalties, no payments in respect of any disputed Prepayment Penalties will be remitted to the Securities Administrator for deposit in the related distribution account established under the Pooling and Servicing Agreement. In connection with its duties, the Master Servicer shall be able to rely solely on the information provided to it by the Servicer in accordance with this Agreement. The Master Servicer

shall not be responsible for verifying the accuracy of any of the information provided to it by the Servicer. Supplemental reporting for the Mortgage Loans which have been paid in full will be furnished to the Master Servicer two Business Days following the 13th calendar day of each month"

(ee) Section 5.03 "Reserved" is replaced with the following:

Monthly Advances by Servicer. On the Business Day immediately preceding each Remittance Date, the Servicer shall deposit in the Custodial Account from its own funds or from amounts held for future distribution an amount equal to all Monthly Payments (with interest adjusted to the Mortgage Loan Remittance Rate) which were due on the Mortgage Loans during the applicable Due Period and which were delinquent at the close of business on the immediately preceding Determination Date or which were deferred pursuant to Section 4.01. Any amounts held for future distribution and so used shall be replaced by the Servicer by deposit in the Custodial Account on or before any future Remittance Date if funds in the Custodial Account on such Remittance Date shall be less than payments to the Owner required to be made on such Remittance Date. The Servicer's obligation to make such Monthly Advances as to any Mortgage Loan will continue through the last Monthly Payment due prior to the payment in full of the Mortgage Loan, or through the last Remittance Date prior to the Remittance Date for the distribution of all Liquidation Proceeds and other payments or recoveries (including REO Disposition Proceeds, Insurance Proceeds and Condemnation Proceeds) with respect to the Mortgage Loan; provided, however, that such obligation shall cease if the Servicer determines, in its sole reasonable opinion, that advances with respect to such Mortgage Loan are non-recoverable by the Servicer from Liquidation Proceeds. REO Disposition Proceeds, Insurance Proceeds, Condemnation Proceeds, or otherwise with respect to a particular Mortgage Loan. In the event that the Servicer determines that any such advances are nonrecoverable, the Servicer shall provide the Owner with a certificate signed by two officers of the Servicer evidencing such determination.

- (ff) The second paragraph of Section 6.02 is modified by inserting the words "other than as a result of a modification of the Mortgage pursuant to the terms of this agreement or a liquidation of the Mortgaged Property pursuant to the terms of this agreement" after the words "by the Mortgage" in the first sentence of such paragraph.
- (gg) Section 6.04(i) and the number "(ii)" are deleted in their entirety.
- (hh) Section 6.04 is modified by replacing each reference to (i) "Owner, any Master Servicer and any Depositor" or (ii) "Owner, such Master Servicer and such Depositor" with "Master Servicer".
- (ii) Section 6.05 is hereby deleted in its entirety and replaced with the following "Reserved".
- (jj) Section 6.06(i) is modified by inserting a quotation mark after the words "Applicable Servicing Criteria".
- (kk) Section 6.06(iv) is modified by inserting the words ", and cause each Subservicer and Subcontractor described in clause (iii) above to provide," after the word "deliver".
- (II) Section 6.06(iv) is modified by inserting the words ", signed by the appropriate officer of the Servicer, the related Subservicer or the related Subcontractor, as applicable," after the words "a certification".
- (mm) Section 6.06 is modified by replacing each reference to (i) "Owner, any Master Servicer and any Depositor" or (ii) "Owner, such Master Servicer and such Depositor" with "Master Servicer."
- (nn) Section 6.06 is modified by adding the following new paragraph after subpart (iv):

"The Servicer acknowledges that the parties identified in clause (iv) above may rely on the certification provided by the Servicer pursuant to such clause in signing a Sarbanes Certification and filing such with the Commission."

- (oo) Section 6.07(i) is modified by inserting the words "(and if the Servicer is servicing any of the Mortgage Loans in a Securitization Transaction, appoint a successor servicer reasonably acceptable to any Master Servicer for such Securitization Transaction)" after the words "any compensation to the Servicer".
- (pp) The following paragraph is added to Section 6.09:
 - "The Servicer shall not permit the creation of any "interests" (within the meaning of Section 860G of the Code) in any REMIC. The Servicer shall not enter into any arrangement by which a REMIC will receive a fee or other compensation for services nor permit a REMIC to receive any income from assets other than "qualified mortgages" as defined in Section 860G(a)(3) of the Code or "permitted investments" as defined in Section 860G(a)(5) of the Code."
- (qq) The first paragraph of 9.01(e) is modified by deleting the words "paragraphs (i), (iii) and (vii)" and replacing such words with "paragraphs (i), (iii) and (viii)".
- (rr) The first line of Section 9.01(e)(iv) is modified by deleting the word "its" and replacing such word with "the".
- (ss) Section 9.01(e)(iv) is modified by inserting the words "(or cause each Subservicer to)" after the words "the Servicer shall".
- (tt) Section 9.01(e)(vii) is modified by deleting such section in its entirety and replacing it with the following:
 - "(vii) In addition to such information as the Servicer, as servicer, is obligated to provided pursuant to other provisions of this Agreement, not later than ten days prior to the deadline for the filing of any distribution report on Form 10-D in respect of any Securitization Transaction that includes any of the Mortgage Loans serviced by the Servicer or any Subservicer, the Servicer or such Subservicer, as applicable, shall, to the extent the Servicer or such Subservicer has knowledge, provided to the party responsible for filing such report (including, if applicable, the Master Servicer) notice of the occurrence of any of the following events along with all information, data, and materials related thereto as may be required to be included in the related distribution report on Form 10-D (as specified in the provisions of Regulation AB referenced below):
 - (A) any material modifications, extensions or waivers of pool asset terms, fees, penalties or payments during the distribution period (Item 1121(a) of Regulation AB);
 - (B) material breaches of pool asset representations or warranties or transaction covenants (Item 1221(a)(12) of Regulation AB); and
 - (C) information regarding new asset-backed securities issuances backed by the same pool assets, any pool asset changes (such as, additions, substitutions or repurchases), and any material changes in origination, underwriting or other criteria for acquisition or selection of pool assets (Item 1221(a)(14) of Regulation AB).
 - (viii) The Servicer shall provide to the Owner, any Master Servicer and any Depositor, evidence of the authorization of the person signing any certification or statement, copies or other evidence of Fidelity Bond Insurance and Errors and Omission Insurance policy, financial information and reports, and such other information related to the Servicer or any Subservicer or the Servicer or such Subservicer or the Servicer or such Subservicer or the Servicer or such Subservicer."
- (uu) Section 10.01(ii) is modified by inserting the words "(other than as set forth in Section 6.07)" after the words "set forth in this Agreement".
- (vv) Section 10.01(ix) is modified by deleting such section in its entirety.

(ww) [Reserved]

- (xx) Exhibit D is modified to include the information set forth on <u>Attachment 5</u> hereto or in such other mutually agreeable format agreed upon between the Servicer and the Master Servicer.
- (yy) Exhibit H is modified by deleting such exhibit in its entirety and replacing it with <u>Attachment 6</u> attached hereto.

Miscellaneous

- 8. All demands, notices and communications related to the Serviced Loans, the Servicing Agreement and this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered at or mailed by registered mail, postage prepaid, as follows:
 - (a) In the case of the Servicer,

Wells Fargo Bank, N.A.

1 Home Campus
Des Moines, Iowa 50328-0001
Attention: General Counsel- MAC X2401-06T

(b) In the case of the Master Servicer,

Wells Fargo Bank, N.A.
9062 Old Annapolis Road
Columbia, Maryland 21045
Attention: Client Manager - DBALT 2007 - AR3
Telecopier: (410) 715-2380

(c) In the case of the Trustee,

HSBC Bank USA, National Association 452 Fifth Avenue New York, New York 10018 Attention: Deutsche Alt-A Securities Mortgage Loan Trust, Series 2007-AR3

- 9. Each party will pay any commissions, fees and expenses, including attorney's fees, it has incurred in connection with the negotiations for, documenting of and closing of the transactions contemplated by this Agreement.
- 10. This Agreement shall be construed in accordance with the laws of the State of New York, without regard to conflicts of law principles (other than Section 5-1401 of the General Obligations Law), and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with such laws.
- 11. No term or provision of this Agreement may be waived or modified unless such waiver or modification is in writing and signed by the party against whom such waiver or modification is sought to be enforced.
- 12. This Agreement shall inure to the benefit of the successors and assigns of the parties hereto. Any entity into which Servicer or Trustee may be merged or consolidated shall, without the requirement for any further writing, be deemed Servicer or Trustee, respectively, hereunder.
- 13. This Agreement may be executed simultaneously in any number of counterparts. Each counterpart shall be deemed to be an original and all such counterparts shall constitute one and the same instrument.
- 14. In the event that any provision of this Agreement conflicts with any provision of the Servicing Agreement with respect to the Serviced Loans, the terms of this Agreement shall control.

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

WELLS FARGO BANK, N.A. Servicer

By: <u>/s/ Laurie McGoogan</u> Name: Laurie McGoogan Title: Vice President

HSBC BANK USA, NATIONAL ASSOCIATION

Trustee for the holders of the Deutsche Alt-A Securities Mortgage Loan Trust, Series 2007-AR3

Mortgage Pass-Through Certificates

By: <u>/s/ Fernando Acebedo</u> Name: Fernando Acebedo Title: Vice President

ACKNOWLEDGED AND AGREED TO:

DEUTSCHE ALT-A SECURITIES, INC.

Depositor

By: <u>/s/ Ernest Calabrese</u> Name: Ernest Calabrese

Title: Director

By:/s/ Rika Yano Name: Rika Yano Title: Vice President

DB STRUCTURED PRODUCTS, INC.

Seller

By: <u>/s/ Ernest Calabrese</u> Name: Ernest Calabrese

Title: Director

By:/s/ Rika Yano Name: Rika Yano Title: Vice President

WELLS FARGO BANK, N.A.

Master Servicer and Securities Administrator

By:/s/ Kristen Ann Cronin Name: Kristen Ann Cronin

Title: Vice President

ATTACHMENT 1

POOLING AND SERVICING AGREEMENT

[On File with McKee Nelson LLP]

ATTACHMENT 2 SERVICED LOANS

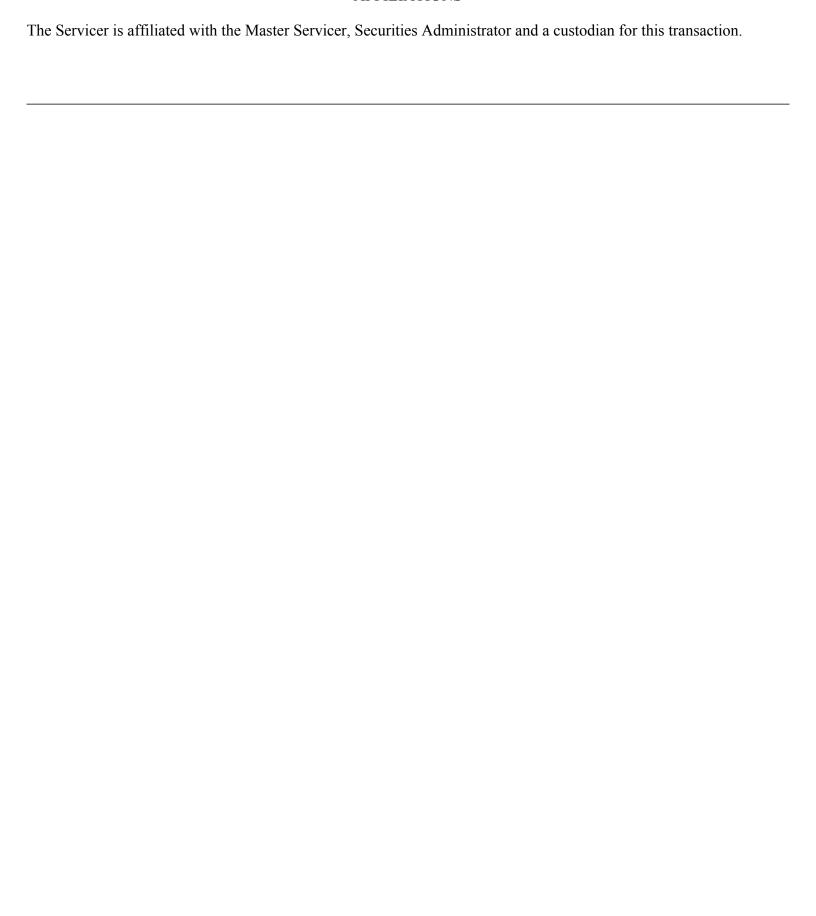
[ON FILE WITH DBSP]

ATTACHMENT 3 SERVICING AGREEMENT

[ON FILE]

ATTACHMENT 4

AFFILIATIONS



ATTACHMENT 5

NEW EXHIBIT D TO THE SERVICING AGREEMENT

STANDARD FILE LAYOUT- MASTER SERVICING

	Standard Loan Level File Layout - Master Servicing			
Exhibit 1: Layout				
Column Name	Description	Decimal		Max Size
Each file requires the follo	wing fields:			
SER_INVESTOR_NBR	A value assigned by the Servicer to define a group of loans.		Text up to 20 digits	20
LOAN_NBR	A unique identifier assigned to each loan by the investor.		Text up to 10 digits	10
SERVICER_LOAN_NBR	A unique number assigned to a loan by the Servicer. This may be different than the LOAN_NBR.		Text up to 10 digits	10
SCHED_PAY_AMT	Scheduled monthly principal and scheduled interest payment that a borrower is expected to pay, P&I constant.	2	No commas(,) or dollar signs (\$)	11
NOTE_INT_RATE	The loan interest rate as reported by the Servicer.	2	Max length of 6	6
NET_INT_RATE	The loan gross interest rate less the service fee rate as reported by the Servicer.	2	Max length of 6	6
SERV_FEE_RATE	The servicer's fee rate for a loan as reported by the Servicer.	2	Max length of 6	6
SERV_FEE_AMT	The servicer's fee amount for a loan as reported by the Servicer.	2	No commas(,) or dollar signs (\$)	11
NEW_PAY_AMT	The new loan payment amount as reported by the Servicer.	2	No commas(,) or dollar signs (\$)	11
NEW_LOAN_RATE	The new loan rate as reported by the Servicer.	4	Max length of 6	6
ARM_INDEX_RATE	The index the Servicer is using to calculate a forecasted rate.	4	Max length of 6	6
ACTL_BEG_PRIN_BAL	The borrower's actual principal balance at the beginning of the processing cycle.	2	No commas(,) or dollar signs (\$)	11
ACTL_END_PRIN_BAL	The borrower's actual principal balance at the end of the processing cycle.	2	No commas(,) or dollar signs (\$)	11
BORR_NEXT_PAY_DUE_DATE	The date at the end of processing cycle that the borrower's next payment is due to the Servicer, as reported by Servicer.		MM/DD/YYYY	10
SERV_CURT_AMT_1	The first curtailment amount to be applied.	2	No commas(,) or dollar signs (\$)	11
SERV_CURT_DATE_1	The curtailment date associated with the first curtailment amount.		MM/DD/YYYY	10
CURT_ADJ_ AMT_1	The curtailment interest on the first curtailment amount, if applicable.	2	No commas(,) or dollar signs (\$)	11
SERV_CURT_AMT_2	The second curtailment amount to be applied.	2	No commas(,) or dollar signs (\$)	11
SERV_CURT_DATE_2	The curtailment date associated with the second curtailment amount.		MM/DD/YYYY	10
CURT_ADJ_ AMT_2	The curtailment interest on the second curtailment amount, if applicable.	2	No commas(,) or dollar signs (\$)	11

Exhibit 1: Continued	Standard Loan Level File Layout			
Column Name	Description	Decimal	Format Comment	Max Size
SERV_CURT_AMT_3	The third curtailment amount to be applied.		2No commas(,) or dollar signs (\$)	11
SERV_CURT_DATE_3	The curtailment date associated with the third curtailment amount.	t	MM/DD/YYYY	10
CURT_ADJ_AMT_3	The curtailment interest on the third curtailment amount, in applicable.	f	2No commas(,) or dollar signs (\$)	11
PIF_AMT	The loan "paid in full" amount as reported by the Servicer		2No commas(,) or dollar signs (\$)	11
PIF_DATE	The paid in full date as reported by the Servicer.		MM/DD/YYYY	10
ACTION_CODE	The standard FNMA numeric code used to indicate the default/delinquent status of a particular loan.		Action Code Key: 15=Bankruptcy, 30=Foreclosure, , 60=PIF, 63=Substitution, 65=Repurchase,70=REO	2
INT_ADJ_AMT	The amount of the interest adjustment as reported by the Servicer.	è	2 No commas(,) or dollar signs (\$)	11
SOLDIER_SAILOR_ADJ_AMT	The Soldier and Sailor Adjustment amount, if applicable.		2 No commas(,) or dollar signs (\$)	11
NON_ADV_LOAN_AMT	The Non Recoverable Loan Amount, if applicable.		2 No commas(,) or dollar signs (\$)	11
LOAN_LOSS_AMT	The amount the Servicer is passing as a loss, in applicable.	f	2 No commas(,) or dollar signs (\$)	11
Plus the following appli	cable fields:			
SCHED_BEG_PRIN_BAL	The scheduled outstanding principal amount due at the beginning of the cycle date to be passed through to investors.		2No commas(,) or dollar signs (\$)	11
SCHED_END_PRIN_BAL	The scheduled principal balance due to investors at the end of a processing cycle.)	2No commas(,) or dollar signs (\$)	11
SCHED_PRIN_AMT	The scheduled principal amount as reported by the Servicer for the current cycle only applicable for Scheduled/Scheduled Loans.		2No commas(,) or dollar signs (\$)	11
SCHED_NET_INT	The scheduled gross interest amount less the service fee amount for the current cycle as reported by the Servicer only applicable for Scheduled/Scheduled Loans.		2No commas(,) or dollar signs (\$)	11
ACTL_PRIN_AMT	The actual principal amount collected by the Servicer for the current reporting cycle only applicable for Actual Actual Loans.		2No commas(,) or dollar signs (\$)	11
ACTL_NET_INT	The actual gross interest amount less the service fee amount for the current reporting cycle as reported by the Servicer only applicable for Actual/Actual Loans.		2No commas(,) or dollar signs (\$)	11
PREPAY_PENALTY_ AMT	The penalty amount received when a borrower prepays or his loan as reported by the Servicer.	1	2No commas(,) or dollar signs (\$)	11
PREPAY_PENALTY_ WAIVED	The prepayment penalty amount for the loan waived by the servicer.	/	2No commas(,) or dollar signs (\$)	11

Exhibit 1: Continued	Standard Loan Level File Layout			
Column Name	Description	Decimal	Format Comment	Max Size
MOD_DATE	The Effective Payment Date of the Modification for the loan.		MM/DD/YYYY	10
MOD_TYPE	The Modification Type.		Varchar - value can be alpha or numeric	30
DELINQ_P&I_ADVANCE_AMT	The current outstanding principal and interest advances made by Servicer.		No commas(,) or dollar signs (\$)	11
BREACH_FLAG	Flag to indicate if the repurchase of a loan is due to a breach of Representations and Warranties		Y=Breach N=NO Breach Let blank if N/A	1

STANDARD FILE LAYOUT- DELINQUENCY REPORTING

Exhibit D-2: Standard File Layout - Delinquency Reporting

*The column/header names in bold are the minimum fields Wells Fargo must receive from every Servicer

Column/Header Name	Description	Decimal	Format Comment
SERVICER_LOAN_NBR	A unique number assigned to a loan by the Servicer. This may be different than the LOAN_NBR		
LOAN_NBR	A unique identifier assigned to each loan by the originator.		
CLIENT_NBR	Servicer Client Number		
SERV_INVESTOR_NBR	Contains a unique number as assigned by an external servicer to identify a group of loans in their system.		
BORROWER_FIRST_NAME	First Name of the Borrower.		
BORROWER_LAST_NAME	Last name of the borrower.		
PROP_ADDRESS	Street Name and Number of Property		
PROP_STATE	The state where the property located.		
PROP_ZIP	Zip code where the property is located.		
BORR_NEXT_PAY_DUE_DATE	The date that the borrower's next payment is due to the servicer at the end of processing cycle, as reported by Servicer.		MM/DD/YYYY
LOAN_TYPE	Loan Type (i.e. FHA, VA, Conv)		
BANKRUPTCY_FILED_DATE	The date a particular bankruptcy claim was filed.		MM/DD/YYYY
BANKRUPTCY_CHAPTER_CODE	The chapter under which the bankruptcy was filed.		
BANKRUPTCY_CASE_NBR	The case number assigned by the court to the bankruptcy filing.		
POST_PETITION_DUE_DATE	The payment due date once the bankruptcy has been approved by the courts		MM/DD/YYYY
BANKRUPTCY_DCHRG_DISM_DATE	The Date The Loan Is Removed From Bankruptcy. Either by Dismissal, Discharged and/or a Motion For Relief Was Granted.		MM/DD/YYYY
LOSS_MIT_APPR_DATE	The Date The Loss Mitigation Was Approved By The Servicer		MM/DD/YYYY
LOSS_MIT_TYPE	The Type Of Loss Mitigation Approved For A Loan Such As;		
LOSS_MIT_EST_COMP_DATE	The Date The Loss Mitigation /Plan Is Scheduled To End/Close		MM/DD/YYYY
LOSS_MIT_ACT_COMP_DATE	The Date The Loss Mitigation Is Actually Completed		MM/DD/YYYY
FRCLSR_APPROVED_DATE	The date DA Admin sends a letter to the servicer with instructions to begin foreclosure proceedings.		MM/DD/YYYY
ATTORNEY_REFERRAL_DATE	Date File Was Referred To Attorney to Pursue Foreclosure		MM/DD/YYYY
FIRST_LEGAL_DATE	Notice of 1st legal filed by an Attorney in a Foreclosure Action		MM/DD/YYYY
FRCLSR_SALE_EXPECTED_DATE	The date by which a foreclosure sale is expected to occur.		MM/DD/YYYY
FRCLSR_SALE_DATE	The actual date of the foreclosure sale.		MM/DD/YYYY
FRCLSR_SALE_AMT	The amount a property sold for at the foreclosure sale.	2	No commas(,) dollar signs (\$)
EVICTION_START_DATE	The date the servicer initiates eviction of the borrower.		MM/DD/YYYY
EVICTION_COMPLETED_DATE	The date the court revokes legal possession of the property from the borrower.		MM/DD/YYYY
LIST_PRICE	The price at which an REO property is marketed.	2	No commas(,) dollar signs (\$)
LIST_DATE	The date an REO property is listed at a particular price.		MM/DD/YYYY
OFFER_AMT	The dollar value of an offer for an REO property.	2	No commas(,) dollar signs (\$)
OFFER_DATE_TIME	The date an offer is received by DA Admin or by the Servicer.		MM/DD/YYYY
REO_CLOSING_DATE	The date the REO sale of the property is scheduled to close.		MM/DD/YYYY
REO_ACTUAL_CLOSING_DATE	Actual Date Of REO Sale		MM/DD/YYYY
OCCUPANT_CODE	Classification of how the property is occupied.		

PROP_CONDITION_CODE	A code that indicates the condition of the property.		
PROP_INSPECTION_DATE	The date a property inspection is performed.		MM/DD/YYYY
APPRAISAL_DATE	The date the appraisal was done.		MM/DD/YYYY
CURR_PROP_VAL	The current "as is" value of the property based on brokers price opinion or appraisal.	2	
REPAIRED_PROP_VAL	The amount the property would be worth if repairs are completed pursuant to a broker's price opinion or appraisal.	2	
If applicable:			
DELINQ_STATUS_CODE	FNMA Code Describing Status of Loan		
DELINQ_REASON_CODE	The circumstances which caused a borrower to stop paying on a loan. Code indicates the reason why the loan is in default for this cycle.		
MI_CLAIM_FILED_DATE	Date Mortgage Insurance Claim Was Filed With Mortgage Insurance Company.		MM/DD/YYYY
MI_CLAIM_AMT	Amount of Mortgage Insurance Claim Filed		No commas(,) or dollar signs (\$)
MI_CLAIM_PAID_DATE	Date Mortgage Insurance Company Disbursed Claim Payment		MM/DD/YYYY
MI_CLAIM_AMT_PAID	Amount Mortgage Insurance Company Paid On Claim	2	No commas(,) or dollar signs (\$)
POOL_CLAIM_FILED_DATE	Date Claim Was Filed With Pool Insurance Company		MM/DD/YYYY
POOL_CLAIM_AMT	Amount of Claim Filed With Pool Insurance Company	2	No commas(,) or dollar signs (\$)
POOL_CLAIM_PAID_DATE	Date Claim Was Settled and The Check Was Issued By The Pool Insurer		MM/DD/YYYY
POOL_CLAIM_AMT_PAID	Amount Paid On Claim By Pool Insurance Company	2	No commas(,) or dollar signs (\$)
FHA_PART_A_CLAIM_FILED_DATE	Date FHA Part A Claim Was Filed With HUD		MM/DD/YYYY
FHA_PART_A_CLAIM_AMT	Amount of FHA Part A Claim Filed	2	No commas(,) or dollar signs (\$)
FHA_PART_A_CLAIM_PAID_DATE	Date HUD Disbursed Part A Claim Payment		MM/DD/YYYY
FHA_PART_A_CLAIM_PAID_AMT	Amount HUD Paid on Part A Claim	2	No commas(,) or
FHA_PART_B_CLAIM_FILED_DATE	Date FHA Part B Claim Was Filed With HUD		dollar signs (\$) MM/DD/YYYY
FHA_PART_B_CLAIM_AMT	Amount of FHA Part B Claim Filed	2	No commas(,) or dollar signs (\$)
FHA_PART_B_CLAIM_PAID_DATE	Date HUD Disbursed Part B Claim Payment		MM/DD/YYYY
FHA_PART_B_CLAIM_PAID_AMT	Amount HUD Paid on Part B Claim	2	No commas(,) or dollar signs (\$)
VA_CLAIM_FILED_DATE	Date VA Claim Was Filed With the Veterans Admin		MM/DD/YYYY
VA_CLAIM_PAID_DATE	Date Veterans Admin. Disbursed VA Claim Payment		MM/DD/YYYY
VA_CLAIM_PAID_AMT	Amount Veterans Admin. Paid on VA Claim	2	No commas(,) or dollar signs (\$)
MOTION_FOR_RELIEF_DATE	The date the Motion for Relief was filed		MM/DD/YYYY
FRCLSR_BID_AMT	The foreclosure sale bid amount		No commas(,) or 11dollar signs (\$)
FRCLSR_SALE_TYPE	The foreclosure sales results: REO, Third Party, Conveyance to HUD/		i idoliai sigris (\$)
REO_PROCEEDS	The net proceeds from the sale of the REO property.		No commas(,) or
BPO_DATE	The date the BPO was done.		dollar signs (\$)
CURRENT_FICO	The current FICO score		
HAZARD_CLAIM_FILED_DATE	The date the Hazard Claim was filed with the Hazard Insurance		MM/DD/YYYY
HAZARD_CLAIM_AMT	Company. The amount of the Hazard Insurance Claim filed.		No commas(,) or
HAZARD_CLAIM_PAID_DATE	The date the Hazard Insurance Company disbursed the claim payment.		11dollar signs (\$) MM/DD/YYYY 10
HAZARD_CLAIM_PAID_AMT	The amount the Hazard Insurance Company paid on the claim.		No commas(,) or 11dollar signs (\$)
ACTION_CODE	Indicates loan status		Number
NOD_DATE			MM/DD/YYYY

NOI_DATE		MM/DD/YYYY
ACTUAL_PAYMENT_PLAN_START_DATE		MM/DD/YYYY
ACTUAL_PAYMENT_ PLAN_END_DATE		
ACTUAL_REO_START_DATE		MM/DD/YYYY
REO_SALES_PRICE		Number
REALIZED_LOSS/GAIN	As defined in the Servicing Agreement	Number

Exhibit 2: Standard File Codes - Delinquency Reporting

The **Loss Mit Type** field should show the approved Loss Mitigation Code as follows:

- ASUM- Approved Assumption
- BAP- Borrower Assistance Program
- CO- Charge Off
- DIL- Deed-in-Lieu
- FFA- Formal Forbearance Agreement
- MOD- Loan Modification
- PRE- Pre-Sale
- SS- Short Sale
- MISC- Anything else approved by the PMI or Pool Insurer

NOTE: Wells Fargo Bank will accept alternative Loss Mitigation Types to those above, provided that they are consistent with industry standards. If Loss Mitigation Types other than those above are used, the Servicer must supply Wells Fargo Bank with a description of each of the Loss Mitigation Types prior to sending the file.

The **Occupant Code** field should show the current status of the property code as follows:

- Mortgagor
- Tenant
- Unknown
- Vacant

The **Property Condition** field should show the last reported condition of the property as follows:

- Damaged
- Excellent
- Fair
- Gone
- Good
- Poor
- Special Hazard
- Unknown

Exhibit 2: Standard File Codes - Delinquency Reporting, *Continued*

The ${\color{red} {\bf FNMA~Delinquent~Reason~Code}}$ field should show the Reason for Delinquency as follows:

Delinquency Code	Delinquency Description
001	FNMA-Death of principal mortgagor
002	FNMA-Illness of principal mortgagor
003	FNMA-Illness of mortgagor's family member
004	FNMA-Death of mortgagor's family member
005	FNMA-Marital difficulties
006	FNMA-Curtailment of income
007	FNMA-Excessive Obligation
800	FNMA-Abandonment of property
009	FNMA-Distant employee transfer
011	FNMA-Property problem
012	FNMA-Inability to sell property
013	FNMA-Inability to rent property
014	FNMA-Military Service
015	FNMA-Other
016	FNMA-Unemployment
017	FNMA-Business failure
019	FNMA-Casualty loss
022	FNMA-Energy environment costs
023	FNMA-Servicing problems
026	FNMA-Payment adjustment
027	FNMA-Payment dispute
029	FNMA-Transfer of ownership pending
030	FNMA-Fraud
031	FNMA-Unable to contact borrower
INC	FNMA-Incarceration

Exhibit 2: Standard File Codes - Delinquency Reporting, Continued

The **FNMA Delinquent Status Code** field should show the Status of Default as follows:

Status Code	Status Description
09	Forbearance
17	Pre-foreclosure Sale Closing Plan Accepted
24	Government Seizure
26	Refinance
27	Assumption
28	Modification
29	Charge-Off
30	Third Party Sale
31	Probate
32	Military Indulgence
43	Foreclosure Started
44	Deed-in-Lieu Started
49	Assignment Completed
61	Second Lien Considerations
62	Veteran' s Affairs-No Bid
63	Veteran' s Affairs-Refund
64	Veteran' s Affairs-Buydown
65	Chapter 7 Bankruptcy
66	Chapter 11 Bankruptcy
67	Chapter 13 Bankruptcy

ATTACHMENT 6

NEW EXHIBIT H TO THE SERVICING AGREEMENT

SERVICING CRITERIA TO BE ADDRESSED IN ASSESSMENT OF COMPLIANCE

The assessment of compliance to be delivered by [the Company][Name of Subservicer] shall address, as a minimum, the criteria identified below as "Applicable Servicing Criteria"

Reg AB	Servicing Criteria	Applicable Servicing	
Reference	General Servicing Considerations	Criteria	Servicing Criteria
		v	
1122(d)(1)(i)	Policies and procedures are instituted to monitor any performance or other triggers and events of default in accordance with the transaction agreements.	Х	
	If any material servicing activities are outsourced to third parties, policies and procedures		
1122(4)(1)(;;)	are instituted to monitor the third party's performance and compliance with such servicing		
1122(d)(1)(ii)	activities. Any requirements in the transaction agreements to maintain a back-up servicer for the		X
1122(d)(1)(iii)	mortgage loans are maintained.		Λ
(*)()()	A fidelity bond and errors and omissions policy is in effect on the party participating in	X	
	the servicing function throughout the reporting period in the amount of coverage required		
1122(d)(1)(iv)	by and otherwise in accordance with the terms of the transaction agreements.		
	Cash Collection and Administration		
	Payments on mortgage loans are deposited into the appropriate custodial bank accounts	X	
	and related bank clearing accounts no more than two business days following receipt, or		
1122(d)(2)(i)	such other number of days specified in the transaction agreements.		
	Disbursements made via wire transfer on behalf of an obligor or to an investor are made	X	
1122(d)(2)(ii)	only by authorized personnel.	37	
	Advances of funds or guarantees regarding collections, cash flows or distributions, and		
1122(d)(2)(iii)	any interest or other fees charged for such advances, are made, reviewed and approved as specified in the transaction agreements.		
1122(u)(2)(III)	The related accounts for the transaction, such as cash reserve accounts or accounts	X	
	established as a form of overcollateralization, are separately maintained (e.g., with respect		
1122(d)(2)(iv)	to commingling of cash) as set forth in the transaction agreements.		
	Each custodial account is maintained at a federally insured depository institution as set	X	
	forth in the transaction agreements. For purposes of this criterion, "federally insured		
	depository institution" with respect to a foreign financial institution means a foreign		
1122(4)(2)(-)	financial institution that meets the requirements of Rule 13k-1(b)(1) of the Securities		
1122(d)(2)(v)	Exchange Act.	X	
1122(d)(2)(vi)	Unissued checks are safeguarded so as to prevent unauthorized access.		
	Reconciliations are prepared on a monthly basis for all asset-backed securities related		
	bank accounts, including custodial accounts and related bank clearing accounts. These		
	reconciliations are (A) mathematically accurate; (B) prepared within 30 calendar days		
	after the bank statement cutoff date, or such other number of days specified in the transaction agreements; (C) reviewed and approved by someone other than the person		
	who prepared the reconciliation; and (D) contain explanations for reconciling items. These		
	reconciling items are resolved within 90 calendar days of their original identification, or		
1122(d)(2)(vii)	such other number of days specified in the transaction agreements.		
	Investor Remittances and Reporting		
	Reports to investors, including those to be filed with the Commission, are maintained	X	
	in accordance with the transaction agreements and applicable Commission requirements.		
	Specifically, such reports (A) are prepared in accordance with timeframes and other terms		
	set forth in the transaction agreements; (B) provide information calculated in accordance		
	with the terms specified in the transaction agreements; (C) are filed with the Commission as required by its rules and regulations; and (D) agree with investors' or the trustee's		
	records as to the total unpaid principal balance and number of mortgage loans serviced by		
1122(d)(3)(i)	the Servicer.		
\"/\-/\ - /	Amounts due to investors are allocated and remitted in accordance with timeframes,	X	
1122(d)(3)(ii)	distribution priority and other terms set forth in the transaction agreements.		
	Disbursements made to an investor are posted within two business days to the Servicer's	X	
1122(d)(3)(iii)	investor records, or such other number of days specified in the transaction agreements.		

	Amounts remitted to investors per the investor reports agree with cancelled checks, or	X	
1122(d)(3)(iv)	other form of payment, or custodial bank statements.		

Reg AB Reference	Servicing Criteria	Applicable Servicing Criteria	Inapplicable Servicing Criteria
	Pool Asset Administration	0.200.20	
	Collateral or security on mortgage loans is maintained as required by the transaction	X	
1122(d)(4)(i)	agreements or related mortgage loan documents.	Α	
1122(4)(1)(1)	Mortgage loan and related documents are safeguarded as required by the transaction	X	
1122(d)(4)(ii)	agreements	71	
(=)(-)(-)	Any additions, removals or substitutions to the asset pool are made, reviewed and	X	
	approved in accordance with any conditions or requirements in the transaction		
1122(d)(4)(iii)	agreements.		
. , , , , ,	Payments on mortgage loans, including any payoffs, made in accordance with the related	X	
	mortgage loan documents are posted to the Servicer's obligor records maintained no		
	more than two business days after receipt, or such other number of days specified in the		
	transaction agreements, and allocated to principal, interest or other items (e.g., escrow) in		
1122(d)(4)(iv)	accordance with the related mortgage loan documents.		
	The Servicer's records regarding the mortgage loans agree with the Servicer's records	X	
1122(d)(4)(v)	with respect to an obligor's unpaid principal balance.		
	Changes with respect to the terms or status of an obligor's mortgage loans (e.g., loan		
	modifications or re-agings) are made, reviewed and approved by authorized personnel in		
1122(d)(4)(vi)	accordance with the transaction agreements and related pool asset documents.		
	Loss mitigation or recovery actions (e.g., forbearance plans, modifications and deeds in		
	lieu of foreclosure, foreclosures and repossessions, as applicable) are initiated, conducted		
1122(4)(4)(-::)	and concluded in accordance with the timeframes or other requirements established by the		
1122(d)(4)(vii)	transaction agreements.	V	
	Records documenting collection efforts are maintained during the period a mortgage loan		
	is delinquent in accordance with the transaction agreements. Such records are maintained on at least a monthly basis, or such other period specified in the transaction agreements,		
	and describe the entity's activities in monitoring delinquent mortgage loans including, for		
	example, phone calls, letters and payment rescheduling plans in cases where delinquency		
1122(d)(4)(viii)	is deemed temporary (e.g., illness or unemployment).		
1122(u)(1)(1111)	Adjustments to interest rates or rates of return for mortgage loans with variable rates are	X	
1122(d)(4)(ix)	computed based on the related mortgage loan documents.	71	
(#)(*)(**)	Regarding any funds held in trust for an obligor (such as escrow accounts): (A) such funds	X	
	are analyzed, in accordance with the obligor's mortgage loan documents, on at least an		
	annual basis, or such other period specified in the transaction agreements; (B) interest		
	on such funds is paid, or credited, to obligors in accordance with applicable mortgage		
	loan documents and state laws; and (C) such funds are returned to the obligor within 30		
	calendar days of full repayment of the related mortgage loans, or such other number of		
1122(d)(4)(x)	days specified in the transaction agreements.		
	Payments made on behalf of an obligor (such as tax or insurance payments) are made on		
	or before the related penalty or expiration dates, as indicated on the appropriate bills or		
	notices for such payments, provided that such support has been received by the servicer at		
1100/10/10/10	least 30 calendar days prior to these dates, or such other number of days specified in the		
1122(d)(4)(xi)	transaction agreements.		
	Any late payment penalties in connection with any payment to be made on behalf of an		
1122(4)(4)(-::)	obligor are paid from the Servicer's funds and not charged to the obligor, unless the late		
1122(d)(4)(xii)	payment was due to the obligor's error or omission.	v	
	Disbursements made on behalf of an obligor are posted within two business days to the		
1122(d)(4)(viii)	obligor's records maintained by the servicer, or such other number of days specified in the transaction agreements.		
1122(d)(4)(xiii)	Delinquencies, charge-offs and uncollectible accounts are recognized and recorded in	X	
1122(d)(4)(xiv)	accordance with the transaction agreements.	A	
1122(u)(4)(XIV)	Any external enhancement or other support, identified in Item 1114(a)(1) through (3) or		X
1122(d)(4)(xv)	Item 1115 of Regulation AB, is maintained as set forth in the transaction agreements.		Λ
<u>~ ~ (</u> u)(¬)(^v)	prom 1115 of Regulation 115, is maintained as set form in the transaction agreements.	i	