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RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO
LITTON LOAN SERVICING LP
4828 Loop Central Drive
Houston, Texas 77081
Attn: Amanda Miller

STATE OF INDIANA
LITTON COUNTY
12/20/04 - 1006/1665 \$16.00
FILED FOR RECORD

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2007 MAY 22 AM 8:31

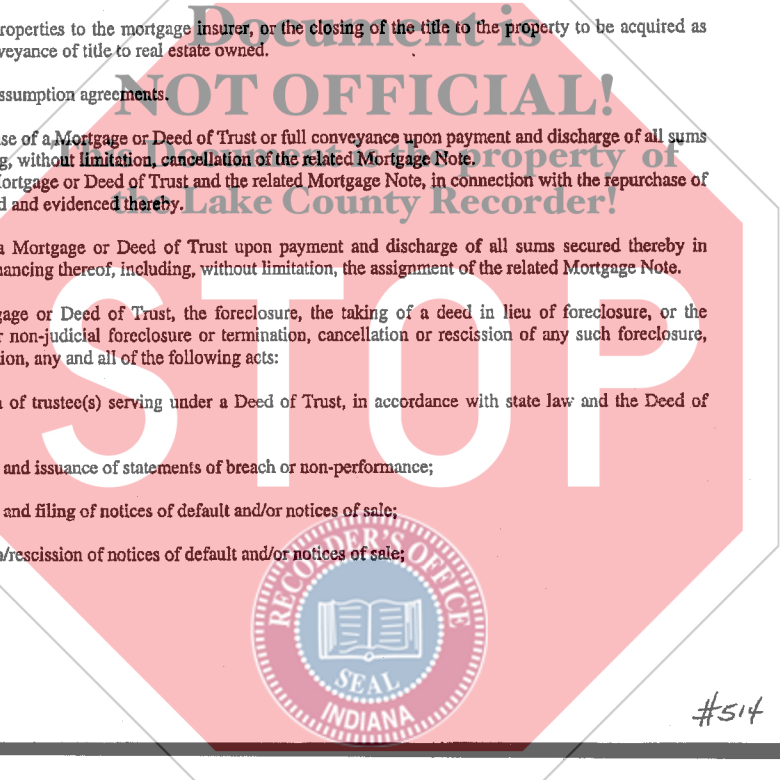
LIMITED POWER OF ATTORNEY

MICHAEL A. BROWN
RECORDER

KNOW ALL MENN BY THESE PRESENTS, that JPMorgan Chase Bank N.A., successor to JPMorgan Chase Bank, having its principal place of business at Four New York Plaza, 6th Floor, New York, New York 10004, as Trustee (the "Trustee") pursuant to that Pooling and Servicing Agreement among Merrill Lynch Mortgage Investors, Inc. (the "Depositor"), Litton Loan Servicing LP (the "Servicer"), and the Trustee, dated as of October 1, 2004 (SURF 2004-BC3, Specialty Underwriting and Residential Finance Trust, Mortgage Loan Asset-Backed Certificates, Series 2004-BC3) (the "Pooling and Servicing Agreement"), hereby constitutes and appoints the Servicer, by and through the Servicer's officers, the Trustee's true and lawful Attorney-in-Fact, in the Trustee's name, place and stead and for the Trustee's benefit, in connection with all mortgage loans serviced by the Servicer pursuant to the Pooling and Servicing Agreement for the purpose of performing all acts and executing all documents in the name of the Trustee as may be customarily and reasonably necessary and appropriate to effectuate the following enumerated transactions in respect of any of the mortgages or deeds of trust (the "Mortgages" and the "Deeds of Trust", respectively) and promissory notes secured thereby (the "Mortgage Notes") for which the undersigned is acting as Trustee for various certificateholders (whether the undersigned is named therein as mortgagee or beneficiary or has become mortgagee by virtue of endorsement of the Mortgage Note secured by any such Mortgage or Deed of Trust) and for which the Servicer is acting as servicer, all subject to the terms of the Pooling and Servicing Agreement.

This appointment shall apply to the following enumerated transactions only:

1. The modification or re-recording of a Mortgage or Deed of Trust, where said modification or re-recordings is for the purpose of correcting the Mortgage or Deed of Trust to conform same to the original intent of the parties thereto or to correct title errors discovered after such title insurance was issued and said modification or re-recording, in either instance, does not adversely affect the lien of the Mortgage or Deed of Trust as insured.
2. The subordination of the lien of a Mortgage or Deed of Trust to an easement in favor of a public utility company or a government agency or unit with powers of eminent domain; this section shall include, without limitation, the execution of partial satisfactions/releases, partial reconveyances or the execution or requests to trustees to accomplish same.
3. The conveyance of the properties to the mortgage insurer, or the closing of the title to the property to be acquired as real estate owned, or conveyance of title to real estate owned.
4. The completion of loan assumption agreements.
5. The full satisfaction/release of a Mortgage or Deed of Trust or full conveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.
6. The assignment of any Mortgage or Deed of Trust and the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby.
7. The full assignment of a Mortgage or Deed of Trust upon payment and discharge of all sums secured thereby in conjunction with the refinancing thereof, including, without limitation, the assignment of the related Mortgage Note.
8. With respect to a Mortgage or Deed of Trust, the foreclosure, the taking of a deed in lieu of foreclosure, or the completion of judicial or non-judicial foreclosure or termination, cancellation or rescission of any such foreclosure, including, without limitation, any and all of the following acts:
 - a. the substitution of trustee(s) serving under a Deed of Trust, in accordance with state law and the Deed of Trust;
 - b. the preparation and issuance of statements of breach or non-performance;
 - c. the preparation and filing of notices of default and/or notices of sale;
 - d. the cancellation/rescission of notices of default and/or notices of sale;



Merrill SURF 2004-BC3 (514) POA

#514

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW

A CERTIFIED COPY

JUL 28 2005

ATTEST:
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Mary Alice King Deputy

MARY ALICE KING

Brown-ASS.

Sandra L. Vance
JENNINGS County Recorder IN
RD 2006004400 POA
10/13/2006 11:31:49 2 PGS
Filing Fee: \$15.00

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597-43-1029

- e. the taking of a deed in lieu of foreclosure; and
- f. the preparation and execution of such other documents and performance of such other actions as may be necessary under the terms of the Mortgage, Deed of Trust or state law to expeditiously complete said transactions in paragraphs 8.a. through 8.e., above.

The undersigned gives said Attorney-in-Fact full power and authority to execute such instruments and to do and perform all and every act and thing necessary and proper to carry into effect the power or powers granted by or under this Limited Power of Attorney as fully as the undersigned might or could do, and hereby does ratify and confirm to all that said Attorney-in-Fact shall lawfully do or cause to be done by authority hereof. This Limited Power of Attorney shall be effective as of the date hereof.

Third parties without actual notice may rely upon the exercise of the power granted under this Limited Power of attorney; and may be satisfied that this Limited Power of Attorney shall continue in full force and effect and has not been revoked unless an instrument of revocation has been made in writing by the undersigned.

IN WITNESS WHEREOF, JPMorgan Chase Bank, N.A., successor to JPMorgan Chase Bank, as Trustee pursuant to that Servicing Agreement by and between Trustee, the Depositor and the Servicer, dated as of October 1, 2004, (SURF 2004-BC3, Specialty Underwriting and Residential Finance Trust, Mortgage Loan Asset-Backed Certificates, Series 2004-BC3), has caused its corporate seal be hereto affixed and these presents to be signed and acknowledged in its name and behalf by Andrew M. Cooper its duly elected and authorized Assistant Vice President this 15th day of November, 2004.

JPMorgan Chase Bank, N.A., successor to JPMorgan Chase Bank, as Trustee for SURF 2004-BC3, Specialty Underwriting and Residential Finance Trust Mortgage Loan Asset-Backed Certificates, Series 2004-BC3 300

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW THE STATE OF TEXAS COUNTY OF HARRIS I hereby certify that this instrument was FILED in the number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County Texas on

DEC 20 2004



Beverly B. Kaufman
COUNTY CLERK
HARRIS COUNTY TEXAS

By: *Andrew M. Cooper*
Title: Assistant Vice President
Witness: *Thomas Venusti*
Name: Thomas Venusti
Assistant Vice President
Witness: *Belen Bautista*
Name: BELEN BAUTISTA
TRUST ADMINISTRATOR

STATE OF TX
COUNTY OF TX

On November 15, 2004, before me the undersigned, a Notary Public in and for said state, personally appeared Andrew M. Cooper, Assistant Vice President of JPMorgan Chase Bank N.A., successor to JPMorgan Chase Bank, as Trustee for SURF 2004-BC3, Specialty Underwriting and Residential Finance Trust, Mortgage Loan Asset-Backed Certificates, Series 2004-BC3, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed that same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted and executed the instrument.

WITNESS my hand and official seal.
(SEAL)

FILED FOR RECORD
8:00 AM

DEC 20 2004

Beverly B. Kaufman
County Clerk, Harris County, Texas

Margaret M. Price
Notary Public, State of NY

MARGARET M. PRICE
Notary Public, State of New York
No. 24-4980599
Qualified in Kings County
Commission Expires April 22, 2007



Merrill SURF 2004-BC3 (541) POA

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW

A CERTIFIED COPY

ATTEST: JUL 28 2005
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Mary Alice King Deputy
MARY ALICE KING

Sandra L. Vance
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