

After Recording return to:

Name

Address

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POWER OF ATTORNEY

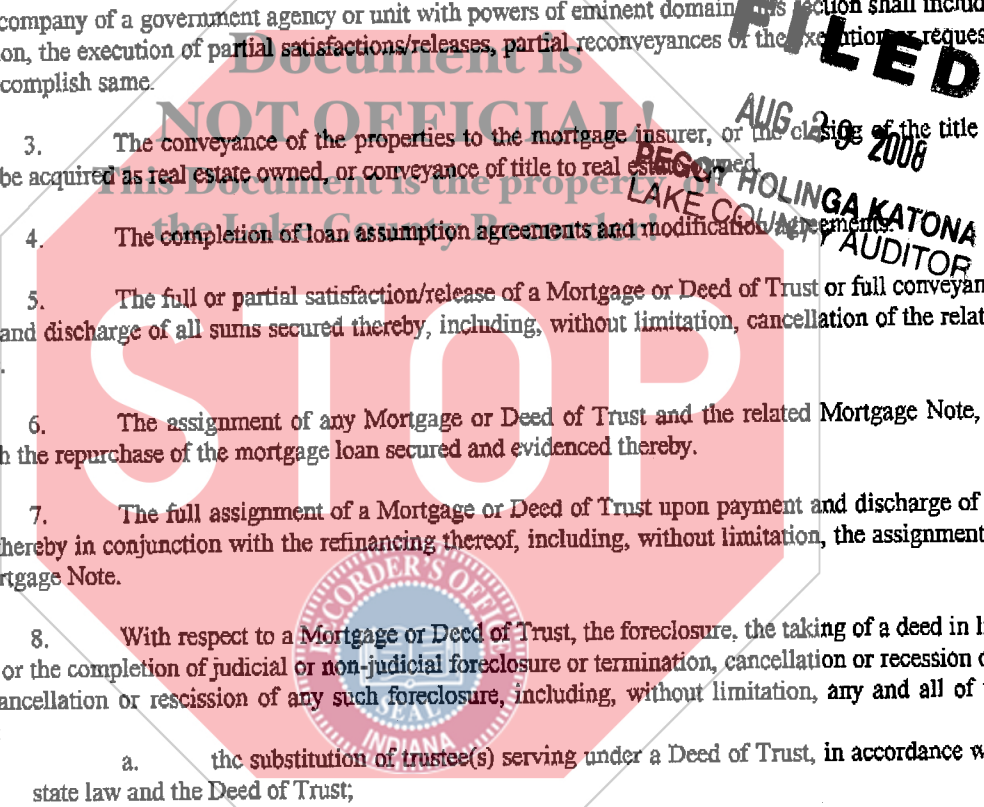
True and Certified Copy
Statewide Title Company

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STATE OF INDIANA
LAKE COUNTY
RECORDER'S OFFICE

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, THE BANK OF NEW YORK, having its main office at 101 Barclay Street, New York, New York 10286 (the "Bank"), hereby appoint Wells Fargo Bank, N. A., to be the Bank's true and lawful Attorneys-in-Fact (the "Attorneys") to act in the name, and on behalf, of the Bank with power to do only the following in connection with Structured Asset Mortgage Investments II Inc. Bear Stearns ALT-A Trust, Mortgage Pass-Through Certificates, Series 2007-9, on behalf of the Bank:

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 of 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 and modification agreements.
5. The full or partial 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 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;



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- 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; and
- 9. to execute any other documents referred to in the above-mentioned documents or that are ancillary or related thereto or contemplated by the provisions thereof; and

to do all things necessary or expedient to give effect to the aforesaid documents including, but not limited to, completing any blanks therein, making any amendments, alterations and additions thereto, to endorse which may be considered necessary by the Attorney, to endorse on behalf of the Trustee all checks, drafts and/or negotiable instruments made payable to the Trustee in respect of the documents, and executing such other documents as may be considered by the Attorney necessary for such purposes.

This Power of Attorney is effective for one (1) year from the date hereof or the earlier of (i) revocation by the Bank, (ii) the Attorney shall no longer be retained on behalf of the Bank or an affiliate of the Bank; or (iii) the expiration of one year from the date of execution.

The authority granted to the attorney-in-fact by the Power of Attorney is not transferable to any other party or entity.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to its conflicts of law principles.

All actions heretofore taken by said Attorney, which the Attorney could properly have taken pursuant to this Power of Attorney, be, and hereby are, ratified and affirmed.

IN WITNESS WHEREOF, The Bank of New York, as Trustee, pursuant to that Pooling and Servicing Agreement among the Depositor, the Servicer, and the Trustee, dated as of September 1, 2005, and these present to be signed and acknowledged in its name and behalf by Harold Fudali its duly elected and authorized Managing Director this twenty-fifth day of June, 2008.

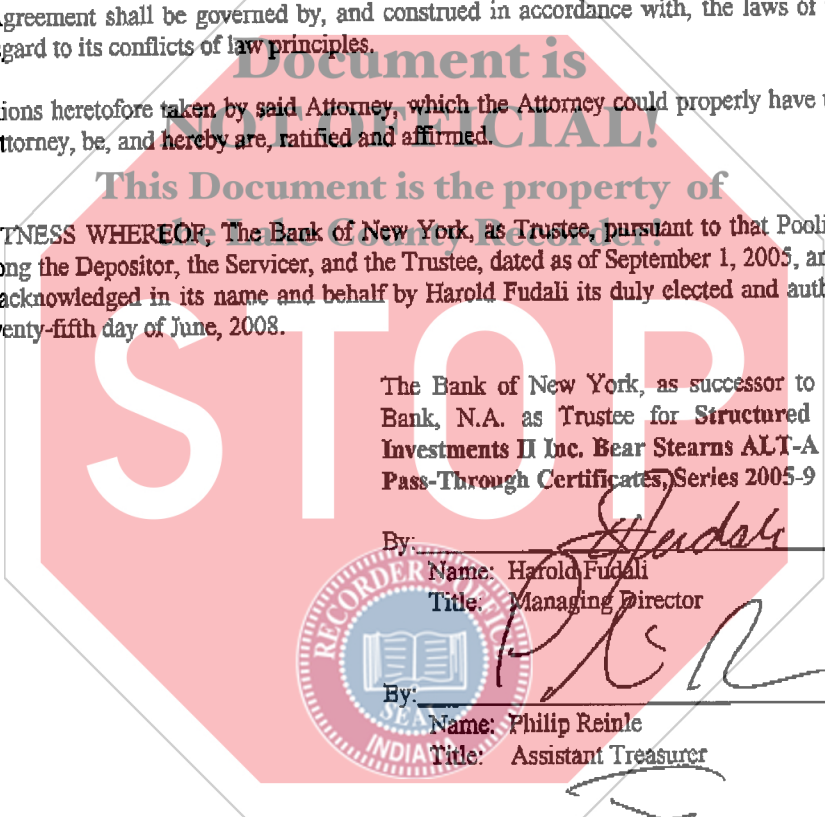
The Bank of New York, as successor to JPMorgan Chase Bank, N.A. as Trustee for Structured Asset Mortgage Investments II Inc. Bear Stearns ALT-A Trust, Mortgage Pass-Through Certificates, Series 2005-9

By: [Signature]
Name: Harold Fudali
Title: Managing Director

By: [Signature]
Name: Philip Reinle
Title: Assistant Treasurer

Witness: [Signature]
Printed Name: Jeffrey Otuaney

Witness: [Signature]
Printed Name: Thomas Law

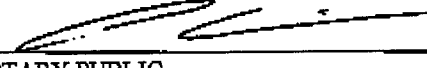


ACKNOWLEDGEMENT

STATE OF New York §
COUNTY OF New York §

Personally appeared before me the above-named Harold Fudali and Philip Reinle, known or proved to me to be the same persons who executed the foregoing instrument and to be the Managing Director and Assistant Treasurer respectively of The Bank of New York, as Trustee for Structured Asset Mortgage Investments II Inc. Bear Stearns ALT-A Trust, Mortgage Pass-Through Certificates, Series 2005-9, and acknowledged that they executed the same as their free act and deed and the free act and deed of the Bank of New York.

Subscribed and sworn before me this twenty-fifth day of June, 2008.


NOTARY PUBLIC
My Commission expires: _____

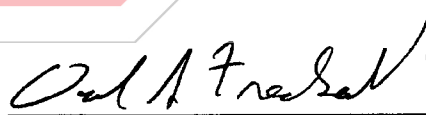
PAUL LIVANOS
Notary Public, State of New York
No. 01L16167628
Qualified in Nassau County
Commission Expires June 4, 2011



State of New York
Banking Department

I, **DAVID S. FREDSELL**, Deputy Superintendent of Banks of the State of New York, do hereby certify that I have caused the annexed copies of *Certificate of Effectiveness* providing for the mergers of **MELLON SECURITIES TRUST COMPANY** and **THE DREYFUS TRUST COMPANY**, with and into **THE BANK OF NEW YORK**, under the name, **THE BANK OF NEW YORK MELLON** and providing for the merger of **BNY MELLON INTERIM INSTITUTIONAL NATIONAL BANK**, with and into **THE BANK OF NEW YORK**, under the name, **THE BANK OF NEW YORK MELLON** - filed in the office of the Superintendent of Banks on July 1, 2008, to be compared by a competent clerk with the original on file in the Banking Department, and the same is a correct copy of said certificates and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Banking Department at New York, New York, this 8th day of July 2008.



Deputy Superintendent of Banks

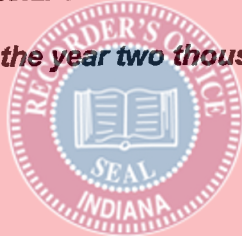
State of New York
Banking Department

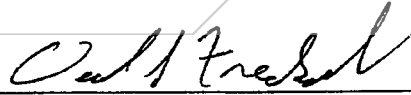
I, **David S. Fredsall**, Deputy Superintendent of Banks of the State of New York,
DO HEREBY CERTIFY:

THAT, in accordance with the provisions of Section 601-b of the New York Banking Law, there were filed in the office of the Superintendent of Banks, as of 12:01 a.m., July 1, 2008, Agreements and Plans of Merger, dated as of June 25, 2008, and other required documents, providing for the mergers of **MELLON SECURITIES TRUST COMPANY**, New York, New York, and **THE DREYFUS TRUST COMPANY**, Uniondale, New York, with and into **THE BANK OF NEW YORK**, New York, New York, under the name, **THE BANK OF NEW YORK MELLON**, which mergers were approved by the Superintendent of Banks on June 26, 2008; and

THAT, the aforementioned mergers have been recognized as valid and effective as of the date and time of such filings.

Witness, my hand and official seal of the Banking Department at the City of New York, this 1st day of July in the year two thousand and eight.




Deputy Superintendent of Banks

State of New York
Banking Department

I, **David S. Fredsall**, Deputy Superintendent of Banks of the State of New York,

DO HEREBY CERTIFY:

THAT, in accordance with the provisions of Section 601-b of the New York Banking Law, there were filed in the office of the Superintendent of Banks, as of 12:01 a.m., July 1, 2008, an Agreement and Plan of Merger, dated as of June 19, 2008, and other required documents, providing for the merger of **BNY MELLON INTERIM INSTITUTIONAL NATIONAL BANK**, Pittsburgh, Pennsylvania, with and into **THE BANK OF NEW YORK**, New York, New York, under the name, **THE BANK OF NEW YORK MELLON**, which merger was approved by the Superintendent of Banks on June 26, 2008;

THAT, the following banking offices of BNY Mellon Interim Institutional National Bank have become branch offices of The Bank of New York Mellon:

135 Santilli Highway, Everett, Middlesex County, Massachusetts 02149;
121 East Main Street, Ligonier, Westmoreland County, Pennsylvania 15658;
201 King of Prussia Road, Radnor, Delaware County, Pennsylvania 19087;
500 Grant Street, Pittsburgh, Allegheny County, Pennsylvania 15219;
95 Wellington Street West, Toronto, Ontario, Canada; and

THAT, the aforementioned merger has been recognized as valid and effective as of the date and time of such filing.

*Witness, my hand and official seal of the Banking Department at the City of
New York, this 1st day of July in the year two thousand and eight.*

Prepared by: H. Fuchs

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

Jennifer Armes
By: *Jennifer Armes*, declarant

David S. Fredsall
Deputy Superintendent of Banks