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LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, Citibank, N.A., a national banking association and having an office for the conduct of business in New York, New York, solely in its capacity as trustee (in such capacity, the "Trustee") for the accounts listed in the attached Exhibit A, hereby constitutes and appoints Bank of America, N.A., as its true and lawful attorney-in-fact, in its name, place and stead and for its use and benefit, to execute and acknowledge in writing or by facsimile stamp or otherwise all documents customarily and reasonably necessary, and appropriate for the tasks described in items (i) through (x) below relating to certain mortgage loans (the "Loans") serviced by Bank of America, N.A., as a Servicer. These Loans are comprised of Mortgages, Deeds of Trust, Deeds to Secure Debt, Co-ops and other forms of Security Instruments (collectively the "Security Instruments") and the notes secured thereby (the "Notes").

NON-CONFORMING DOCUMENT  
ADDITIONAL RECORDING FEE  
(ORC 317.114)

- i. The Substitution of Trustee(s) in Deeds of Trust and/or Deeds to Secure Debt in the name of the undersigned, as Trustee,
- ii. The Extension and/or Renewal of Financing Statements in the name of the undersigned, as Trustee,
- iii. The Satisfaction, Assignment and/or Release of Security Instruments and/or Financing Statements in the name of the undersigned, as Trustee, or the issuance of Deeds of Reconveyance upon payment in full and/or discharge of the Notes secured thereby,
- iv. The Modification and/or Partial Release of Security Instruments, including the subordination of a Security Instrument to an easement in favor of an entity with powers of eminent domain.
- v. The Assumption of Security Instruments and the Notes secured thereby,
- vi. The right to collect, accelerate, initiate suit on and/or foreclose all Loans, and
- vii. The right to manage, sell, convey or transfer the real and/or personal property specified in the Security Instruments.
- viii. The endorsement of loss payable drafts or other checks that are necessary to effectuate proper servicing of the loan or repairs to the real property encumbered by the Security Instrument.

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

Wynne Coates  
Hamilton County Recorder's Office  
Doc #: 12-0100791 Type: PA  
Filed: 08/09/12 11:41:13 AM \$76.00  
Off. Rec.: 12087 02395 F 8 \$ 420

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

PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

FILED  
APR 19 2013

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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

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The undersigned gives to said attorney-in-fact full power and authority to execute such instruments as if the undersigned were personally present, hereby ratifying and confirming all that said attorney-in-fact shall lawfully do or cause to be done by authority hereof. The undersigned also gives to said attorney-in-fact full power and authority to appoint by subsequent power of attorney a subservicer (a "Subservicer") to act in its stead so long as the Trustee is given prior notice of such appointment. The undersigned also has the power to delegate the authority given to it by Citibank, N.A., as Trustee, under this Limited Power of Attorney, for purposes of performing its obligations and duties by executing such additional Powers of Attorney in favor of its attorneys-in-fact as are necessary for such purpose. The Servicer's attorneys-in-fact shall have no greater authority than that held by the Servicer. The Servicer shall remain liable for any acts taken or omitted by its attorneys-in-fact. The Servicer further agrees to indemnify and hold the Trustee and its directors, officers, employees and agents harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by reason or result of or in connection with such additional Powers of Attorney given by the Servicer in favor of its agents or attorneys-in-fact. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and Pooling Agreement or the earlier resignation or removal of the Trustee under the Pooling Agreement. Third parties without actual notice may rely upon the power granted to said attorney-in-fact under this Limited Power of Attorney and may assume that, upon the exercise of such power, all conditions precedent to such exercise of power have been satisfied and this Power of Attorney has not been revoked unless an Instrument of Revocation has been recorded.

Nothing contained herein shall be construed to grant the Servicer the power to initiate or defend any suit, litigation or proceeding brought against Citibank, N.A. as Trustee for the trust, except as specifically provided for herein. If the Servicer receives any notice of suit, litigation or proceeding in the name of Citibank, N.A. as Trustee, then the Servicer shall forward a copy of same to the Trustee within a reasonable period of time.

This Limited Power of Attorney is not intended to extend the powers granted to the Servicer under the Pooling Agreement or to allow the Servicers to take any action with respect to Mortgages, Deeds of Trust or Mortgage Notes not authorized by the Pooling Agreement. Notwithstanding anything contained herein to the contrary, the Servicer shall not, without the Trustee's written consent, and such consent shall not be unreasonably withheld: (i) initiate any action, suit or proceeding directly relating to the servicing of a Loan solely under the Trustee's name without indicating the Servicer in its applicable, representative capacity, so long as the jurisdictional and procedural rules will allow for this insertion to occur, (ii) initiate any action, suit or proceeding not directly relating to the servicing of a Loan solely under the Trustee's name, (iii) engage counsel to represent the Trustee in any action, suit or proceeding not directly relating to the servicing of a Loan, or (iv) prepare, execute or deliver any government filings, forms, permits, registrations or other documents or take any action with the intent to cause, and that actually causes, the Trustee to be registered to do business in any state.

The Servicer hereby agrees to indemnify and hold the Trustee and its directors, officers, employees and agents harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by reason or result of or in connection with the exercise by the Servicer of the powers granted to it hereunder. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the Pooling Agreement or the earlier resignation or removal of the Trustee under the Pooling Agreement.

This limited power of attorney has been executed and is effective as of this 8th day of June 2012 and the same and any subsequent limited power of attorney given to any Subservicer

or attorneys-in-fact shall terminate on the date that is the earlier of (i) one year from the date hereof and (ii) the occurrence of any of the following events or until revoked in writing by the undersigned provided, that so long as none of the following events below have occurred or continuing, the Trustee shall execute and deliver a replacement power of attorney:

- i. the supervision or termination of Bank of America, N.A. as the Servicer with respect to the Loans serviced under the Pooling Agreement,
- ii. the transfer of servicing from Bank of America, N.A. to another Servicer with respect to the Loans serviced under the Pooling Agreement,
- iii. the appointment of a receiver or conservator with respect to the business of the attorney-in-fact or Bank of America, N.A., or
- iv. the filing of a voluntary or involuntary petition of bankruptcy by the attorney-in-fact, Bank of America, N.A., or any of their creditors.

Notwithstanding the foregoing, the power and the authority given to said attorney-in-fact, Subservicer or the Servicer's attorney-in-fact under this Limited Power of Attorney shall be revoked with respect to the Pooling Agreement and the Loans subject thereto upon the occurrence of:

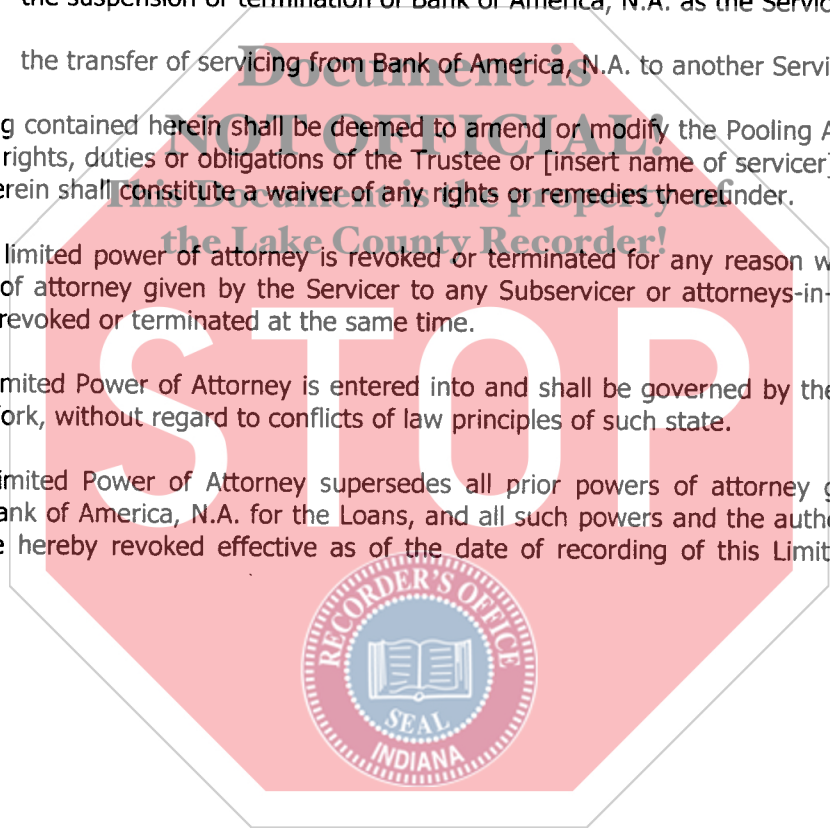
- i. the suspension or termination of Bank of America, N.A. as the Servicer; or
- ii. the transfer of servicing from Bank of America, N.A. to another Servicer.

Nothing contained herein shall be deemed to amend or modify the Pooling Agreement or the respective rights, duties or obligations of the Trustee or [insert name of servicer] thereunder, and nothing herein shall constitute a waiver of any rights or remedies thereunder.

If this limited power of attorney is revoked or terminated for any reason whatsoever, a limited power of attorney given by the Servicer to any Subservicer or attorneys-in-fact shall be deemed to be revoked or terminated at the same time.

This Limited Power of Attorney is entered into and shall be governed by the laws of the State of New York, without regard to conflicts of law principles of such state.

This Limited Power of Attorney supersedes all prior powers of attorney given by the undersigned Bank of America, N.A. for the Loans, and all such powers and the authority granted thereunder are hereby revoked effective as of the date of recording of this Limited Power of Attorney.



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Bank of America, N.A.  
as Servicer

Name: Nate Green  
Title: AVP

Witness:

Name: Doug Parr  
Title:

Witness:

Name: Cory Kopperich  
Title:

Citibank, N.A.,  
as Trustee

Name: John Hannon  
Title: Vice President

Witness:

Name: Louis Piscitelli  
Title: Vice President

Witness:

Name: Wafaa Orfy  
Title: Vice President

Prepared by:  
Citibank, N.A.



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STATE OF NEW YORK )  
 )  
COUNTY OF NEW YORK ) ss.:

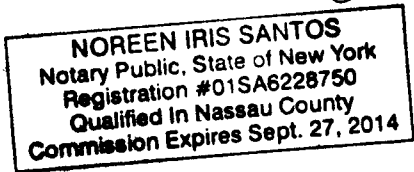
On the 8th day of June in the year 2012, before me personally came, John Hannon to me known, who, being by me duly sworn, did depose and say that he resides at 388 Greenwich Street, New York New York 10013; that he is the Vice President of Citibank, N.A., the entity described in and which executed the above instrument; and that he signed his name thereto by authority of the board of directors of said entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

*Noreen Iris Santos*

Notary Public

STATE OF [ *Az* ] )  
 )  
COUNTY OF [ *Maricopa* ] ) ss.:

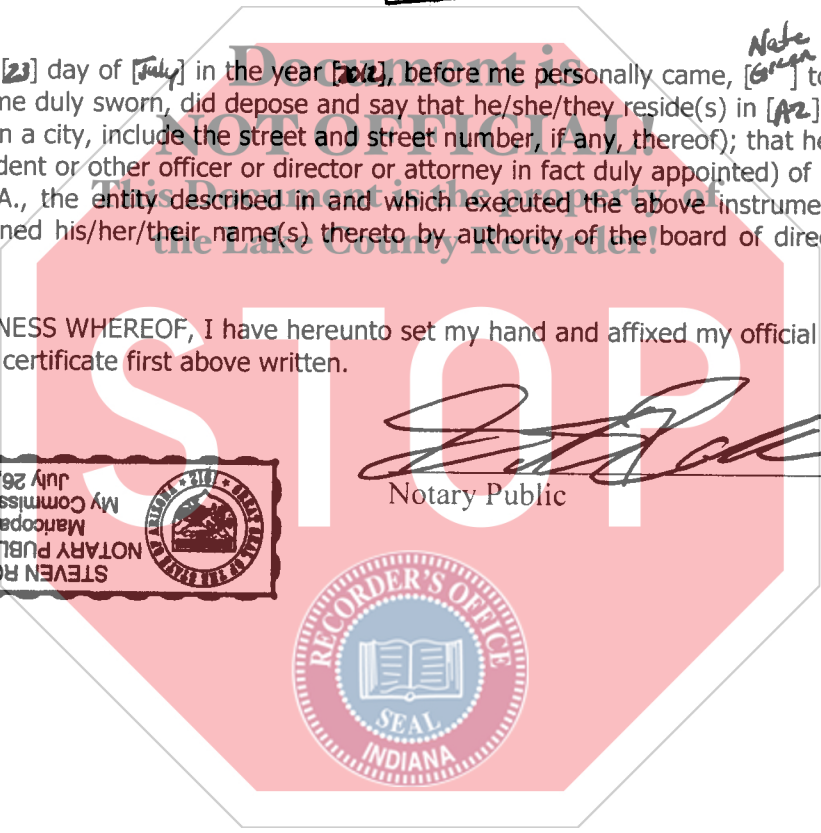
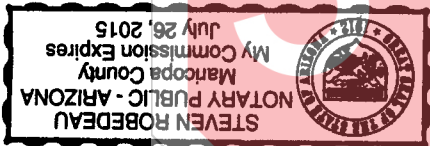


On the [ *23* ] day of [ *July* ] in the year [ *2012* ], before me personally came, [ *Nate Green* ] to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) in [ *Az* ] (if the place of residence is in a city, include the street and street number, if any, thereof); that he/she/they is (are) the (president or other officer or director or attorney in fact duly appointed) of [insert name of servicer], N.A., the entity described in and which executed the above instrument; and that he/she/they signed his/her/their name(s) thereto by authority of the board of directors of said entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

*Steven Robedean*

Notary Public



**BSAAT**

CITIBANK, N.A., AS TRUSTEE OF THE HOLDERS OF BEAR STEARNS ALT-A TRUST II, MORTGAGE PASS-THROUGH CERTIFICATES. SERIES 2007-1 (Investor # 7011073)

**BSABS**

CITIBANK, N.A. AS TRUSTEE FOR THE HOLDERS OF THE BEAR STEARNS ASSET BACKED SERCURITIES TRUST 2007-SD3, ASSET-BACKED CERTIFICATES, SERIES 2007-SD3 (Investor # 7010784)

CITIBANK, N.A., AS TRUSTEE FOR THE CERTIFICATEHOLDERSOF BEAR STEARNS ASSET BACKED SECURITIES TRUST 2007-SD3, ASSET-BACKED CERTIFICATES, SERIES 2007-SD3 (Investor # 7022512, 7032512, 9922512)

**BSARM**

CITIBANK, N.A. AS TRUSTEE FOR THE HOLDERS OF THE SAMI II INC., BEAR STEARNS ARM TRUST, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-4 (Investor # 7010112)

CITIBANK, N.A., AS TRUSTEE FOR THE HOLDERS OF THE BEAR STEARNS ARM TRUST, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-1 (Investor # 7010540)

CITIBANK, N.A. AS INDENTURE TRUSTEE ON BEHALF OF THE HOLDERS OF BEAR STEARNS ARM TRUST 2007-2, MORTGAGE-BACKED NOTES, SERIES 2007-2 (Investor # 7010894)

CITIBANK, N.A., AS TRUSTEE FOR THE HOLDERS OF THE BEAR STEARNS ARM TRUST, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-4 (Investor # 7010850)

CITIBANK, N.A., AS TRUSTEE OF THE HOLDERS OF BEAR STEARNS ALT-A TRUST II, MORTGAGE PASS-THROUGH CERTIFICATES. SERIES 2007-1 (Investor # 7011073)

**BSSLT**

CITIBANK, N.A., AS TRUSTEE FOR THE HOLDERS OF BEAR STEARNS SECOND LIEN TRUST 2007-1, MORTGAGE-BACKED NOTES, SERIES 2007-1 (Investor # 8870840, 8770840, 8870540, 8870840 )

**CWABS**

CITIBANK, N.A., AS TRUSTEE FOR THE CERTIFICATEHOLDERSOF CWABS, INC. ASSET-BACKED CERTIFICATES, SERIES 2006-QH2 (Investor # 7008752)

CITIBANK, N.A., AS TRUSTEE FOR THE CERTIFICATEHOLDERSOF CWABS, INC., ASSET-BACKED CERTIFICATES, SERIES 2007-QH1 (Investor # 7008852, 7009095)

CITIBANK, N.A., AS TRUSTEE FOR THE CERTIFICATEHOLDERSOF CWABS, INC., ASSET-BACKED CERTIFICATES, SERIES 2007-QH2 (Investor # 7008911)

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**FFMLT**

CITIBANK, N.A., AS TRUSTEE FOR THE HOLDERS OF THE FIRST FRANKLIN MORTGAGE LOAN TRUST, MORTGAGE LOAN ASSET-BACKED CERTIFICATES, SERIES 2005-FF12 (Investor # 7041712, 9941712)

**GPMF**

CITIBANK, N.A. AS TRUSTEE FOR CERTIFICATEHOLDERS OF GREENPOINT MORTGAGE FUNDING TRUST 2007-HE1, MORTGAGE-BACKED NOTES, SERIES 2007-HE1 (Investor # 8770551, 8770851)

CITIBANK, N.A., AS TRUSTEE FOR THE HOLDERS OF THE BEAR STEARNS ASSET BACKED SECURITIES I LLC, GREENPOINT MORTGAGE FUNDING TRUST 2007-HE1, MORTGAGE-BACKED NOTES, SERIES 2007-HE1 (Investor 8870551)

**AURORA MSF**

CITIBANK, N.A., AS TRUSTEE FOR THE HOLDERS OF LEHMAN MORTGAGE TRUST MORTGAG PASS THROUGH CERTIFICATES, SERIES 2006-3 (Investor # 7006782)

CITIBANK, N.A., AS TRUSTEE FOR THE HOLDERS OF THE LEHMAN MORTGAGE TRUST MORTGAGE PASS THROUGH CERTIFICATES, SERIES 2006-4 (Investor # 7006897)

CITIBANK, N.A., AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE LXS 2005-3 TRUST FUND (Investor 7005818)

CITIBANK, N.A. AS TRUSTEE ON BEHALF OF LXS 2006-17 TRUST FUND (Investor # 7010191)

CITIBANK N.A., AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF LEHMAN XS TRUST, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-11 (Investor # 7770478)

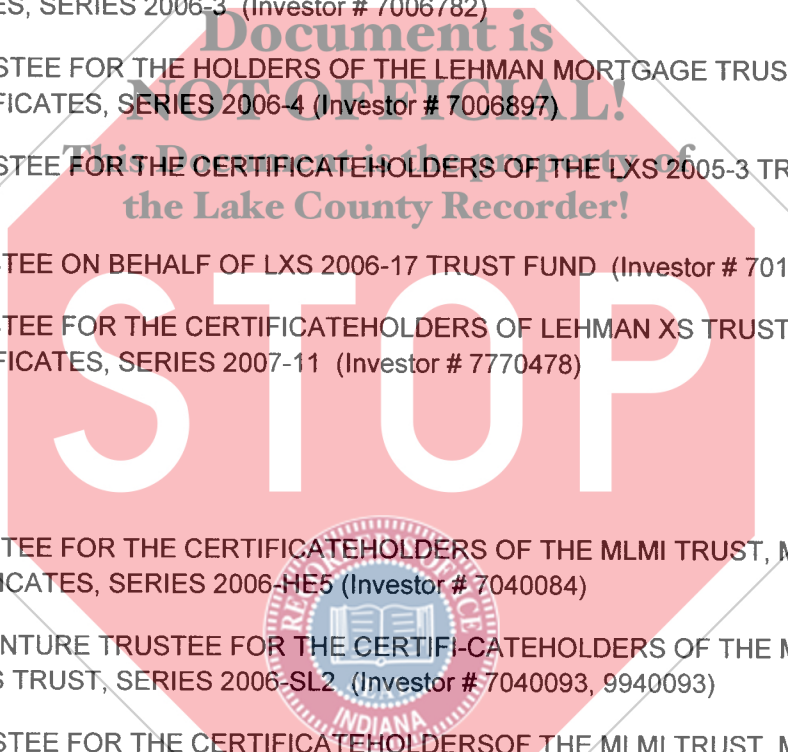
**MLMI**

CITIBANK, N.A. AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE MLMI TRUST, MORTGAGE LOAN ASSET-BACKED CERTIFICATES, SERIES 2006-HE5 (Investor # 7040084)

CITIBANK, N.A., AS INDENTURE TRUSTEE FOR THE CERTIFI-CATEHOLDERS OF THE MERRILL LYNCH MORTGAGE INVESTORS TRUST, SERIES 2006-SL2 (Investor # 7040093, 9940093)

CITIBANK, N.A., AS TRUSTEE FOR THE CERTIFICATEHOLDERSOF THE MLMI TRUST, MORTGAGE LOAN ASSET-BACKED CERTIFICATES, SERIES 2007-HE2 (Investor # 7040097, 9940097)

CITIBANK, N.A., AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE MLMI TRUST, SERIES 2007-SL1 (Investor # 7040101, 9940101)



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**SACO**

CITIBANK, N.A. AS TRUSTEE FOR CERTIFICATEHOLDERS SACO I TRUST 2005-5, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-5 (Investor # 8770504)

CITIBANK N.A. AS TRUSTEE FOR THE HOLDERS OF THE BEAR STEARNS ASSET-BACKED SECURITIES I LLC, SACO I TRUST 2005-5, MORTGAGE PASSTHROUGH CERTIFICATES, SERIES 2005-5 (Investor # 8770804)

CITIBANK, N.A. AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF BEAR STERNS ASSET BACKED SECURITIES I LLC, SACO I TRUST 2006-12, MORTGAGE- BACKED NOTES, SERIES 2006-12 (Investor # 8770548)

CITIBANK, N.A. AS TRUSTEE FOR CERTIFICATEHOLDERS OF THE SACO I TRUST 2006-8, MORTGAGE-BACKED NOTES, SERIES 2006-8 (Investor # 8770544, 8770844, 8870544)

**SAMI**

CITIBANK, N.A. NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS TRUSTEE FOR THE HOLDERS OF THE STRUCTURED ASSET MORTGAGE INVESTMENTS II TRUST 2007-AR1, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-AR1 (Investor # 7010465)

CITIBANK, N.A., AS TRUSTEE FOR THE CERTIFICATEHOLDERSOF STRUCTURED ASSET MORTGAGE INVESTMENTS II TRUST 2007-AR2, MORTGAGE PASS- THROUGH CERTIFICATES, SERIES 2007-AR2 (Investor # 7022246, 9922246)

CITIBANK, N.A., AS TRUSTEE FOR THE HOLDERS OF STRUCTURED ASSET MORTGAGE INVESTMENTS II TRUST 2007-AR3, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-AR3 (Investor # 7010747)

**SASC**

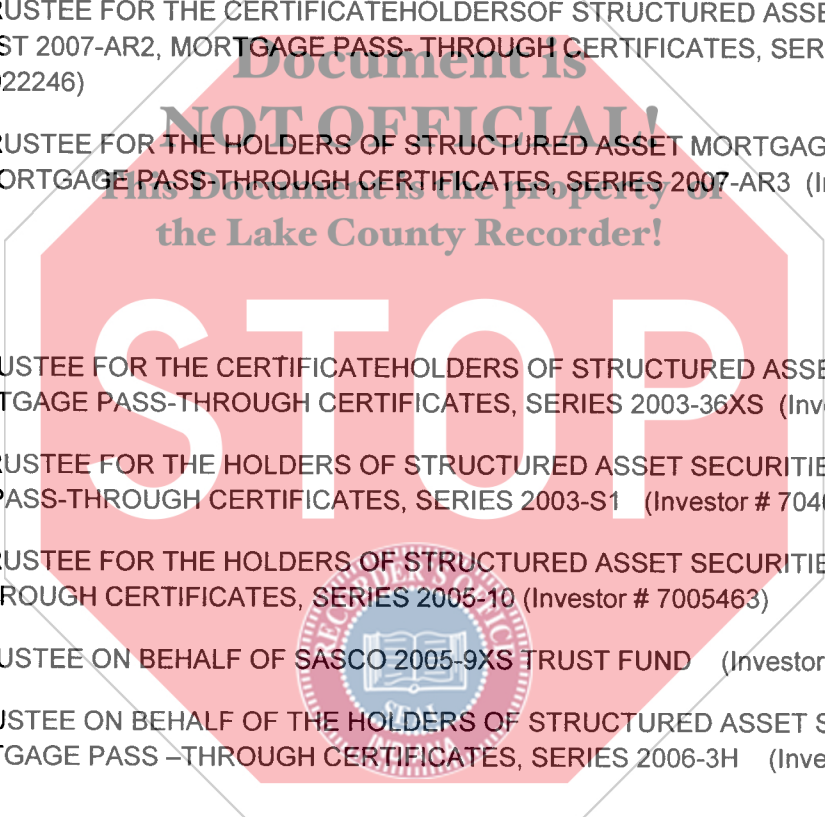
CITIBANK N.A., AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF STRUCTURED ASSET SECURITIES CORPORATION, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2003-36XS (Investor # 7770490)

CITIBANK, N.A., AS TRUSTEE FOR THE HOLDERS OF STRUCTURED ASSET SECURITIES CORPORATION TRUST, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2003-S1 (Investor # 7040113, 9940113)

CITIBANK, N.A., AS TRUSTEE FOR THE HOLDERS OF STRUCTURED ASSET SECURITIES CORPORATION, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-10 (Investor # 7005463)

CITIBANK, N.A. AS TRUSTEE ON BEHALF OF SASCO 2005-9XS TRUST FUND (Investor # 7005464)

CITIBANK N.A. AS TRUSTEE ON BEHALF OF THE HOLDERS OF STRUCTURED ASSET SECURITIES CORPORATION MORTGAGE PASS -THROUGH CERTIFICATES, SERIES 2006-3H (Investor # 7006488)



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OWNER'S AFFIDAVIT AND CERTIFICATE  
OF DOMESTIC STATUS

STATE OF TEXAS  
COUNTY OF COLLIN

BEFORE ME, a notary public, on this day personally appeared JENNIFER GREEN, *[insert name of signer]* who being first duly sworn, deposes and says that to the undersigned's best knowledge, which knowledge is based solely upon the undersigned's review of the appropriate business and property records prepared by or provided to Bank of America, N.A. ("BANA"):

1. I am the AVP *[insert title of signer]* of BANA, the servicer authorized by the Property owner of record (the Property owner of record is herein the "Company") to handle the sale and disposition of the Property and to execute this instrument.

2. This Affidavit is made for the purpose of inducing CHICAGO TITLE INSURANCE COMPANY *[insert name of title insurance company requesting affidavit]* ("Title Company") to insure title to the Property in connection with a sale ("Sale") of such Property by or at the direction of BANA.

3. The Company is the owner of that certain real property described as follows (the "Property"):

**[INSERT PROPERTY LEGAL DESCRIPTION]**

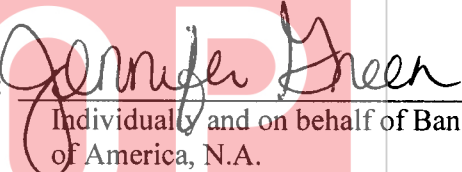
THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF HAMMOND, COUNTY OF LAKE, STATE OF INDIANA, AND IS DESCRIBED AS FOLLOWS:

LOTS 11, 12 AND THE EAST 4.25 FEET OF LOT 13, IN BLOCK 2 IN RIVER PLAZA SUBDIVISION, IN THE CITY OF HAMMOND, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 20 PAGE 12, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

4. No unrecorded agreements have been entered into with respect to the Property by or at the direction of BANA or the Company, no material has been furnished by or at the direction of BANA or the Company to the Property, and no labor has been performed by or at the direction of BANA or the Company to the Property, for which payment will not be made in a timely manner. BANA hereby agrees to indemnify and hold the Title Company harmless from and will pay any and all loss, costs or damages, including reasonable attorney's fees which the Title Company may incur or become liable for under its policy of title insurance insuring the Property Sale as a direct result of: (i) the Title Company's reliance on the truth of the statements made in this Paragraph 4, (ii) the filing of a lien against the Property by any contractor or materialman who supplied labor or materials to the Property at the direction of BANA or the Company, (iii) the filing of a Federal or State tax lien against the Company or BANA that encumbers title to the Property during the Company's ownership of the Property, or (iv) a judgment or claim against the Company or BANA that encumbers title to the Property during the period of the Company's ownership of the Property.

5. Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by the Company, the undersigned hereby certifies the following on behalf of the Company: the Company is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations); the Company is not a disregarded entity as defined in § 1.1445-2(b)(2)(iii); the Company's U.S. employer identification number is 13-5266470 [insert EIN number for property owner of record]; and the Company's office address is C/O 2375 NORTH GLENVILLE DRIVE RICHARDSON, TX 75082 [insert owner's address]. The Company understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both. Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of the Company.

By:

  
Individually and on behalf of Bank  
of America, N.A.

Print Name: JENNIFER GREEN, AVP

State of Texas )  
County of COLLIN)



Sworn to and subscribed before me on the 20 MARCH 2013, by JENNIFER GREEN.

(Notarial Seal)

  
Notary Public CHRISTINE GONZALEZ

