

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, THE BANK OF NEW YORK MELLON (fka The Bank of New York), having its main office at 101 Barclay Street, New York, New York 10286 (the "Bank"), hereby appoint Nationstar Mortgage LLC, 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 each of the trust series listed on the Schedule "A" attached hereto 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 of 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 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;
 - e. the taking of a deed in lieu of foreclosure; and

the preparation and execution of such other documents and performance of such the acts as may be necessary under the terms of the Mortgage, Deed of Trust or state law to properly complete said transactions in paragraphs 8.a. through 8.e., above; and

FILED

MAY 10 2013

**PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR**

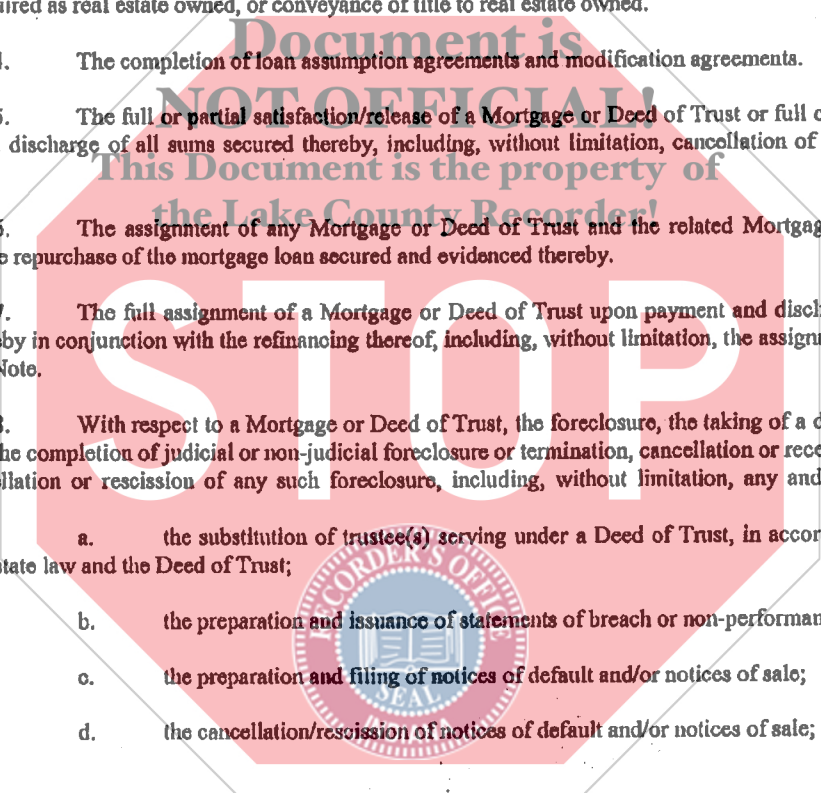
12462
E

21-00
8740407630 +
8743211493
PP

2013 033503

2013 MAY 13 AM 10:24

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORDER



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 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.

The relationship of the Bank and the Attorney under this Power of Attorney is intended by the parties to be that of an independent contractor and not that of a joint venturer, partner, or agent.

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 Mellon (fka The Bank of New York), as Trustee, pursuant to that Pooling and Servicing Agreements among First Horizon Asset Securities, as Depositor, First Horizon Home Loan, as Master Servicer, and The Bank of New York Mellon, fka The Bank of New York, as Trustee, executed in connection with each of the trusts set forth in Exhibit "A" annexed hereto and these present to be signed and acknowledged in its name and behalf by Loretta A. Lundberg is duly elected and authorized Managing Director this 17th day of July, 2012.

THE BANK OF NEW YORK MELLON, fka The Bank of New York, as Trustee in connection with each trusts set forth in Exhibit "A" attached hereto

By:

Name: Loretta A. Lundberg
Title: Managing Director

By:

Name: Janet Russo
Title: Vice President

Witness:

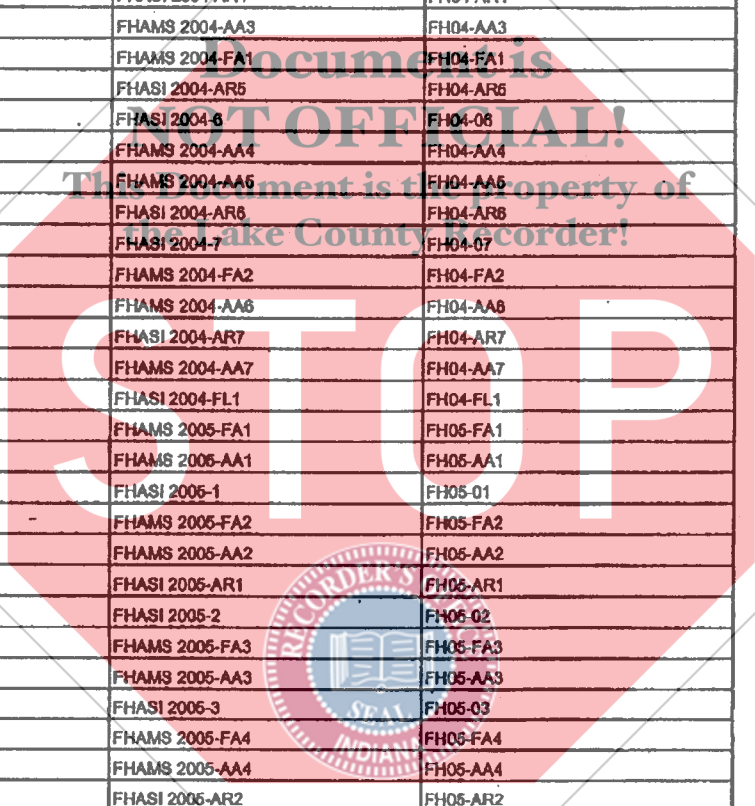
Printed Name: Alan M. Toppin Jr.

Witness:

Printed Name: Alexander T. Tonge

**Exhibit A
First Horizon Active Deal Summary**

First Horizon Investor Code	Deal Name	Abbreviated Deal Name
360	FHABS 2004-HE4	FH 2004 HE4
417	FHASI 2003-4	FH03-04
418	FHASI 2003-5	FH03-05
420	FHASI 2003-6	FH03-06
421	FHASI 2003-7	FH03-07
422	FHASI 2003-8	FH03-08
423	FHASI 2003-AR3	FH03-AR3
424	FHASI 2003-9	FH03-09
425	FHASI 2003-AR4	FH03-AR4
426	FHASI 2003-10	FH03-10
427	FHASI 2004-1	FH04-01
428	FHASI 2004-AR1	FH04-AR1
429	FHASI 2004-2	FH04-02
430	FHASI 2004-3	FH04-03
436	FHASI 2004-AR2	FH04-AR2
437	FHASI 2004-4	FH04-04
438	FHAMS 2004-AA1	FH04-AA1
439	FHASI 2004-AR3	FH04-AR3
440	FHASI 2004-5	FH04-05
441	FHAMS 2004-AA2	FH04-AA2
442	FHASI 2004-AR4	FH04-AR4
443	FHAMS 2004-AA3	FH04-AA3
444	FHAMS 2004-FA1	FH04-FA1
445	FHASI 2004-AR5	FH04-AR5
446	FHASI 2004-6	FH04-06
447	FHAMS 2004-AA4	FH04-AA4
448	FHAMS 2004-AA5	FH04-AA5
449	FHASI 2004-AR6	FH04-AR6
450	FHASI 2004-7	FH04-07
483	FHAMS 2004-FA2	FH04-FA2
484	FHAMS 2004-AA6	FH04-AA6
486	FHASI 2004-AR7	FH04-AR7
488	FHAMS 2004-AA7	FH04-AA7
487	FHASI 2004-FL1	FH04-FL1
488	FHAMS 2005-FA1	FH05-FA1
489	FHAMS 2005-AA1	FH05-AA1
490	FHASI 2005-1	FH05-01
491	FHAMS 2005-FA2	FH05-FA2
492	FHAMS 2005-AA2	FH05-AA2
493	FHASI 2005-AR1	FH05-AR1
494	FHASI 2005-2	FH05-02
495	FHAMS 2005-FA3	FH05-FA3
496	FHAMS 2005-AA3	FH05-AA3
497	FHASI 2005-3	FH05-03
498	FHAMS 2005-FA4	FH05-FA4
499	FHAMS 2005-AA4	FH05-AA4
500	FHASI 2005-AR2	FH05-AR2
502	FHAMS 2005-AA5	FH05-AA5
503	FHASI 2005-5	FH05-05
504	FHAMS 2005-FA7	FH05-FA7
505	FHAMS 2005-AA8	FH05-AA8
650	FHASI 2005-4	FH05-04
661	FHASI 2005-AR3	FH05-AR3



**Exhibit A
Firat Horizon Active Deal Summary**

First Horizon Investor Code	Deal Name	Abbreviated Deal Name
652	FHAMS 2005-FA5	FH05-FA5
653	FHAMS 2005-AA6	FH05-AA6
656	FHAMS 2005-AA7	FH05-AA7
657	FHAMS 2005-FA6	FH05-FA6
658	FHASI 2005-AR4	FH05-AR4
659	FHAMS 2005-AA9	FH05-AA9
660	FHAMS 2005-FA8	FH05-FA8
661	FHASI 2005-8	FH05-08
662	FHASI 2005-AR5	FH05-AR5
663	FHASI 2005-7	FH05-07
665	FHAMS 2005-FA9	FH05-FA9
666	FHAMS 2006-AA10	FH05AA10
667	FHAMS 2006-AA11	FH05AA11
668	FHAMS 2006-FA10	FH05FA10
669	FHASI 2005-8	FH05-08
670	FHAMS 2006-AA12	FH05AA12
671	FHAMS 2006-FA11	FH05FA11
672	FHASI 2005-AR6	FH05-AR6
673	FHAMS 2006-AA1	FH06-AA1
674	FHAMS 2006-FA1	FH06-FA1
675	FHAMS 2006-AA2	FH06-AA2
676	FHAMS 2006-FA2	FH06-FA2
677	FHASI 2006-AR1	FH06-AR1
678	FHASI 2006-1	FH06-01
679	FHAMS 2006-AA3	FH06-AA3
680	FHAMS 2006-FA3	FH06-FA3
V01	FHAMS 2006-AA4	FH06-AA4
V02	FHAMS 2006-FA4	FH06-FA4
V03	FHASI 2006-AR2	FH06-AR2
V04	FHASI 2006-2	FH06-02
V05	FHAMS 2006-AA5	FH06-AA5
V06	FHAMS 2006-FA5	FH06-FA5
V07	FHAMS 2006-FA6	FH06-FA6
V08	FHASI 2006-3	FH06-03
V09	FHAMS 2006-AA6	FH06-AA6
V10	FHASI 2006-AR3	FH06-AR3
V11	FHAMS 2006-FA7	FH06-FA7
V12	FHAMS 2006-AA7	FH06-AA7
V13	FHASI 2006-4	FH06-04
V14	FHAMS 2006-AA8	FH06-AA8
V15	FHAMS 2006-FA8	FH06-FA8
V16	FHASI 2006-AR4	FH06-AR4
V17	FHASI 2007-1	FH07-01
V18	FHAMS 2007-FA1	FH07-FA1
V19	FHAMS 2007-FA2	FH07-FA2
V20	FHAMS 2007-AA1	FH07-AA1
V21	FHASI 2007-2	FH07-2
V22	FHASI 2007-AR1	FH07-AR1
V23	FHAMS 2007-FA3	FH07-FA3
V24	FHASI 2007-3	FH07-3
V25	FHASI 2007-4	FH07-4
V26	FHASI 2007-AR2	FH07-AR2
V27	FHAMS 2007-AA2	FH07-AA2

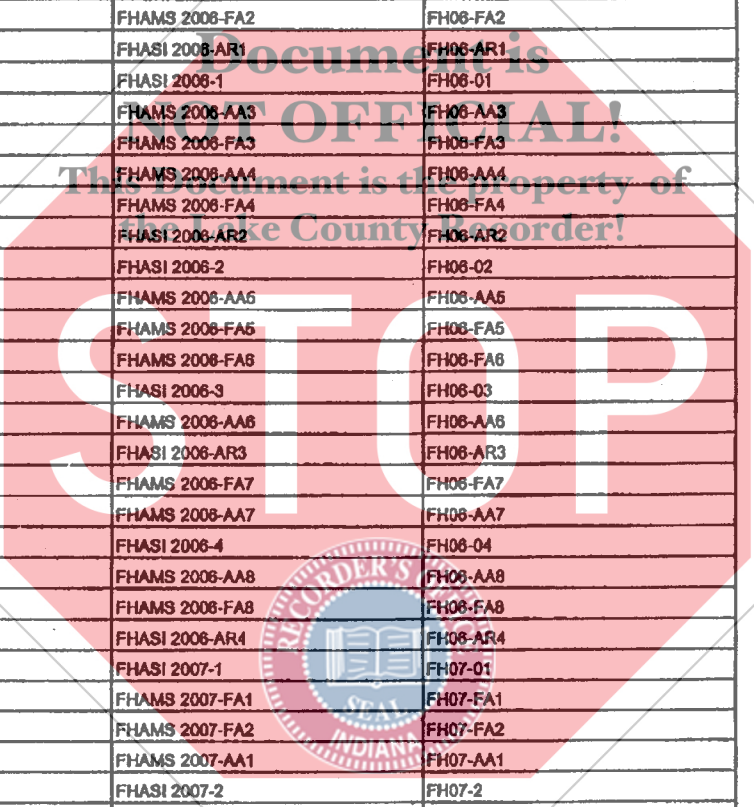


Exhibit A First Horizon Active Deal Summary		
First Horizon Investor Code	Deal Name	Abbreviated Deal Name
V28	FHAMS 2007-FA4	FH07-FA4
V29	FHAMS 2007-AA3	FH07-AA3
V30	FHAMS 2007-FA5	FH07-FA5
V31	FHASI 2007-AR3	FH07-AR3
V32	FHASI 2007-5	FH07-5
V33	FHASI 2007-6	FH07-6

