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STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

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MICHAEL B. BROWN RECORDER

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, THE BANK OF NEW YORK MELLON, F/K/A THE BANK OF NEW YORK, as successor to JPMorgan Chase Bank, National Association as Trustee, having an office at 101 Barclay Street, New York, NY 10286 (the "Bank"), hereby appoints Specialized Loan Servicing, LLC to be the Bank's true and lawful Attorney-in-Fact (the "Attorney"), through its duly authorized officers and designated agents, to act in the name, and on behalf of the Bank with power to do only the following (the "Actions") in connection with the First Franklin Mortgage Loan Trust 2004-FF10, on behalf of the

- 1. The modification or re-recording of a mortgage or deed of trust, where said modification or re-recording 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 (1) for the purpose of refinancing the mortgage notes or (2) 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 ("REO Property").
- 4. The execution, completion, indorsement or filing of bonds, notes, security instruments and other contracts, agreements and instruments regarding the borrowers and/or the property, including but not limited to the execution of releases, satisfactions, or reconveyances (including without limitation the cancellation or assignment of the related note); assignments, loan modification agreements, loan assumption agreements, subordination agreements, and property adjustment agreements; and other instruments pertaining to security instruments, bills of sale and execution of deeds and associated instruments, if any, conveying or encumbering the property, in the interest of the Bank.
- 5. The correction or remediation of any errors or deficiencies contained in any transfer or reconveyance documents provided or prepared by the Bank or a prior transferor, including, but not limited to note indorsements.
- 6. 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 recession 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;
 - 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
 - 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 6.a. through 6.e., above.

ⁱ For the avoidance of doubt, this Limited Power of Attorney covers Actions taken in any of the following name variations, all of which are hereby declared for these purposes to reference one and the same entity: The Bank of New York Mellon f/k/a The Bank of New York as successor to JPMorgan Chase Bank, National Association; The Bank of New York Mellon f/k/a The Bank of New York as Trustee; or The Bank of New York Mellon as Trustee.

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- 7. With respect to the sale of REO Property, including, without limitation, the execution and delivery of the following documentation:
 - a. listing agreements;
 - b. purchase and sale agreements;
 - grant/warranty/quit claim deeds or any other deed causing the transfer of title
 of the property to a party contracted to purchase same;
 - d. escrow instructions;
 - e. any and all documents necessary to effect the transfer of REO Property; and
 - f. any and all documents necessary to effect an eviction action.
- 8. With respect to bankruptcy proceedings, including, without limitation. The filing of proofs of claim, motions for relief from the automatic stay or other writings.
- 9. The modification or amendment of escrow agreements established for repairs to the mortgaged property or reserves for replacement of personal property.
- 10. The performance of all steps necessary to realize on insurance proceeds, including but not limited to insurance proceeds relating to foreclosures, short sales, deeds in lieu of foreclosure, sale of REO Property, and the exercise of any rights of the Bank under any insurance agreement.
- 11. The execution of any other documents referred to in the aforesaid documents or that are ancillary or related thereto or contemplated by the provisions thereof.
- 12. The completion of 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, endorsing which may be considered necessary by the Attorney, endorsing on behalf of the Bank all checks, drafts and/or negotiable instruments made payable to the Bank in respect of the documents, and executing such other documents as may be considered by the Attorney necessary for such purposes.

This appointment shall apply with respect to each loan and related property covered by this Power of Attorney and only as mandated or permitted by federal, state or local laws or other legal requirements or restrictions—including without limitation federal and state debt collection laws—applicable to the Bank or the Attorney in connection with the mortgage loans serviced by the Attorney or on behalf of the Bank as trustee.

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 two (2) years 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 two years from the date of execution. The Bank represents to those dealing with the Attorneys that they may rely upon this Limited Power of Attorney until they receive actual notice of termination or revocation thereof or unless an instrument of revocation has been recorded.

The authority granted to the Attorney 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 f/k/a The Bank of New York as Trustee for the securitization(s) listed on Exhibit A hereto attached and these present to be signed and acknowledged in its name and behalf by its duly elected and authorized Managing Director and Vice President this 2nd day of October, 2013.

> The Bank of New York Mellon, f/k/a The Bank of New York, as successor to JP Morgan Chase Bank, National Association as Trustee for the First Franklin Mortgage Loan Trust 2004-FF10

Name: Gerard F **Facendola** Managing Title:

Name: Ardrew M. Vice Preside

Witness:

Title:

Jocumerre

This Document is the property of the Lake County Recorder!

ACKNOWLEDGEMENT

STATE OF NEW YORK

COUNTY OF NEW YORK

On the 2nd day of October in the year 2013 before me, the undersigned, personally appeared Gerard F. Facendola and Andrew M. Cooper known to be or proved to me on the basis of satisfactory evidence to be the Managing Director and Vice President, respectively of The Bank of New York Mellon, First Franklin Mortgage Loan Trust 2004-FF10, and acknowledged that they executed the same as their free act and deed and the free act and deed of the Trustee.

Subscribed and sworn before me this 2nd day of October, 2013

NOTARY PUBLIC

TSILYA ZUBATAYA NOTARY PUBLIC, State of New York

No. 01ZU6233191 Qualified in Kings County

Commission Expires Dec. 27, 2014

My Commission expires