STATE OF BY THE LAKE COURTY FILED FOR RECOND

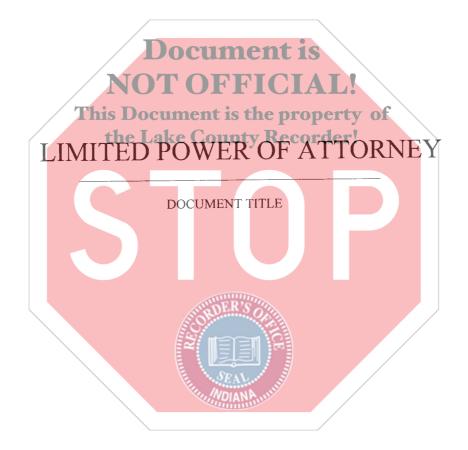
2014 077675

2014 DEC -5 PM 12: 33

MICHAEL B. BROWN RECORDER

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

AFTER RECORDING MAIL TO: CHICAGO TITLE SERVICE LINK DIVISION 1400 CHERRINGTON PARKWAY CORAOPOLIS, PA 15108 R3260823



19 20v CK 22455P tsp-71

ギロシ ノムボム

2014031776 POA 05/02/2014 03:40:19 PM Total Pages: 5 Fee: 38.00 Lisa J Wernette, County Clerk - Medina County, TX

Document drafted by and Return to: Wells Fargo & Co. Attn: Yvette Blatchford MAC-X0501-02Q 1003 E Brier Dr. San Bernardino, Ca 92408

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LIMITED POWER OF ATTORNEY

The trusts identified on the attached Schedule A (the "Trusts"), by and through U.S. Bank National Association, a national banking association organized and existing under the laws of the United States and having an office at 60 Livingston Avenue, EP-MN-WS3D, St. Paul, MN 55107, not in its individual capacity but solely as Trustee ("Trustee"), hereby constitutes and appoints Wells Fargo Bank, N.A., ("Servicer"), and in its name, aforesaid Attorney-In-Fact, by and through any officer appointed by the Board of Directors of Servicer, to execute and acknowledge in writing or by facsimile stamp all documents customarily and reasonably necessary and appropriate for the tasks described in the items (1) through (10) below; provided however, that the documents described below may only be executed and delivered by such Attorneys-In-Fact if such documents are required or permitted under the terms of the related servicing agreements and no power is granted hereunder to take any action that would be adverse to the interests of U.S. Bank National Association. This Limited Power of Attorney is being issued in connection with Servicer's responsibilities to service certain mortgage loans (the "Loans") held by the Trustee. These Loans are secured by collateral comprised of Mortgages, Deeds of Trust, Deeds to Secure Debt and other forms of Security instruments (collectively the "Security Instruments") encumbering any and all real and personal property delineated therein (the "Property") and the Notes secured thereby. Please refer to Schedule A attached hereto.

1. Demand, sue for, recover, collect and receive each and every sum of money, debt, account and interest (which now is, or hereafter shall become due and payable) belonging to or claimed by the Trustee, and to use or take any lawful means for recovery by legal process or otherwise, including but not limited to the substitution of trustee serving under a Deed of Trust, the preparation and issuance of statements of breach, notices of default, and/or notices of sale, accepting deeds in lieu of foreclosure, evicting (to the extent allowed by federal, state or local laws) foreclosing on the properties under the Security Instruments by judicial or non-judicial foreclosure, actions for temporary restraining orders, injunctions, appointments of receiver, suits for waste, fraud and any and all other tort, contractual or verifications in support thereof, as may be necessary or advisable in any bankruptcy action, state or federal suit or any other action.

- 2. Execute and/or file such documents and take such other action as is proper and necessary to defend the Trustee in litigation and to resolve any litigation where the Servicer has an obligation to defend the Trustee, including but not limited to dismissal, termination, cancellation, rescission and settlement.
- 3. Transact business of any kind regarding the Loans, as the Trustee's act and deed, to contract for, purchase, receive and take possession and evidence of title in and to the Property and/or to secure payment of a promissory note or performance of any obligation or agreement relating thereto.
- 4. Execute, complete, indorse or file bonds, notes, mortgages, deeds of trust and other contracts, agreements and instruments regarding the Borrowers and/or the Property, including but not limited to the execution of estoppel certificates, financing statements, continuation statements, releases, satisfactions, assignments, loan modification agreements, payment plans, waivers, consents, amendments, forbearance agreements, loan assumption agreements, subordination agreements, property adjustment agreements, management agreements, listing agreements, purchase and sale agreements and other instruments pertaining to mortgages or deeds of trust, and execution of deeds and associated instruments, if any, conveying the Property, in the interest of the Trustee.
- 5. Endorse on behalf of the undersigned all checks, drafts and/or other negotiable instruments made payable to the undersigned.
- 6. Execute any document or perform any act in connection with the administration of any PMI policy or LPMI policy, hazard or other insurance claim relative to the Loans or related Property.

 This Document is the property of
- 7. Execute any document or perform any act described in items (3), (4), and (5) in connection with the termination of any Trust as necessary to transfer ownership of the affected Loans to the entity (or its designee or assignee) possessing the right to obtain ownership of the Loans.
- 8. Subordinate the lien of a mortgage, deed of trust, or deed to secure debt (i) for the purpose of refinancing Loans, where applicable, or (ii) to an easement in favor of a public utility company or a government agency or unit with powers of eminent domain, including but not limited to the execution of partial satisfactions and releases and partial reconveyances reasonably required for such purpose, and the execution or requests to accomplish the same.
- 9. Convey the Property to the mortgage insurer, or close the title to the Property to be acquired as real estate owned, or convey title to real estate owned property ("REO Property").
- 10. Execute and deliver the following documentation with respect to the sale of REO Property acquired through a foreclosure or deed-in-lieu of foreclosure, including, without limitation: listing agreements; purchase and sale agreements; grant / limited or special warranty / quit claim deeds or any other deed, but not general warranty deeds, causing the transfer of title of the property to a party contracted to purchase same; escrow instructions; and any and all documents necessary to effect the transfer of REO Property.

11. Execute and deliver Limited Powers of Attorney in order to further delegate the authority granted under this Limited Power of Attorney for the purpose of effectuating Servicer's duties and responsibilities under the related trust agreements.

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 the exercise by the Servicer of the powers specifically granted to it under the related servicing agreements. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the related servicing agreements or the earlier resignation or removal of the Trustee under the related servicing agreements listed on Schedule A, attached.

Witness my hand and seal this 4th day of September, 2013.

NO CORPORATE SEAL

On Behalf of the Trusts, by U.S. Bank National Association, as Trustee

Witness: Edward W Przybycien Jr.

By: Jose A. Galarza, Vice President

<u>Jocum</u>

Witness: Theresa M. Jacobson Patricia M. Child, Vice President

Dilyana Y. Vlashka, Trust Officer County Recorder!

a, Trust officer obtainey recorder.

CORPORATE ACKNOWLEDGMENT

State of Illinois

County of Cook

On this 4th day of September, 2013, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Jose A. Galarza, Patricia M. Child and Dilyana Y. Vlashka, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as Vice President, Vice President and Trust Officer, respectively of U.S. Bank National Association, a national banking association, and acknowledged to me that such national banking association executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

Signature:

Maryann R. Turhak

My commission expires: 06/03/2016

OFFICIAL SEAL

MARY ANN R TURBAK

Notary Public - State of Illinois

My Commission Expires Jun 3, 2016

Schedule A

Client	Investor	Deal
470	Number	
472	B12	
685	B12	U.S. Bank National Association, as Trustee for Structured Asset Securities Corporation Mortgage
708	B12	Loan Trust 2005-RF7
936	J35	
936	К68	The state of the Control of the Cont
106	K48	U.S. Bank National Association, as Trustee for the Structured Asset Securities Corporation Mortgage Pass-Through Certificates Series 2005-RMS1
472	L32	
685	L32	U.S. Bank National Association, as Trustee, successor in interest to Wachovia Bank, National
708	L32	Association, as Trustee for GSMPS Mortgage Loan Trust 2005-RP2
936	L03	
472	M51	
685	M51	U.S. Bank National Association, as Trustee, successor in interest to Wachovia Bank, National
708	M51	Association, as Trustee for GSMPS Mortgage Loan Trust 2005-RP3
936	L05	
		U.S. Bank National Association, as Trustee for the Structured Asset Securities Corporation
106	K89	Mortgage Pass-Through Certificates Series 2005-S1
-		U.S. Bank National Association, as Trustee for the Structured Asset Securities Corporation
106	K88	Mortgage Pass-Through Certificates Series 2005-S2
708	M67	U.S. Bank National Association, as Trustee, successor in interest to Wachovia Bank, National
		Association, as Trustee for J.P. Morgan Mortgage Trust 2005-S2
		U.S. Bank National Association, as Trustee for the Structured Asset Securities Corporation
106	K43	Mortgage Pass-Through Certificates Series 2005-S3
591	M83	U.S. Bank National Association, as Trustee for SASCO Mortgage Loan Trust 2005-SC1
708	L13	U.S. Bank National Association, as Trustee for Citigroup Mortgage Loan Trust Inc., Asset-Backed Pass-Through Certificates, Series 2005-WF1
708	M71	U.S. Bank National Association, as Trustee for MASTR Asset Backed Securities Trust 2005-WF1
708	M25	U.S. Bank National Association, as Trustee, successor-in-interest to Bank of America, N.A., as Trustee, successor to LaSalle Bank, N.A., as Trustee for Structured Asset Securities Corporation Mortgage Pass-Through Certificates, Series 2005-WF1
708	M69	U.S. Bank National Association, as Trustee for Citigroup Mortgage Loan Trust Inc., Asset-Backed Pass-Through Certificates, Series 2005-WF2
708	M28	U.S. Bank National Association, as Trustee for SASCO Mortgage Loan Trust 2005-WF2
708	L88	U.S. Bank National Association, as Trustee for SASCO Mortgage Loan Trust 2005-WF3
708	B54	U.S. Bank National Association, as Trustee for SASCO Mortgage Loan Trust 2005-WF4
106	711	U.S. Bank National Association, as Trustee for Structured Asset Securities Corporation, Mortgage Pass-Through Certificates, Series 2006-0W1
106	377	U.S. Bank National Association, as Trustee for Adjustable Rate Mortgage Trust 2006-1,
106	557	Adjustable Rate Mortgage-Backed Pass-Through Certificates, Series 2006-1
708	B15	U.S. Bank National Association, as Trustee for Banc of America Funding Corporation 2006-1
708	B13	U.S. Bank National Association, as Indenture Trustee for Bear Stearns ARM Trust 2006-1,
591	B13	Mortgage Backed Notes, Series 2006-1
297	DTO	U.S. Bank National Association, as Trustee for BNC Mortgage Loan Trust 2006-1, Mortgage Pass
106	727	Through Certificates, Series 2006-1