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STATE OF INDIANA
LAKE COUNTY
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MICHAEL J. ...
RECORDER

COVER PAGE FOR: LIMITED POWER OF ATTORNEY

Prepared By: China Lem

DATED: January 30, 2015

~~RETURN TO:~~ Premiere Asset Services

1 Home Campus (MAC-X2301-049)

Des Moines, IA 50328

GRANTORS: THE BANK OF NEW YORK MELLON, F/K/A THE BANK OF NEW YORK, SUCCESSOR IN INTEREST TO
JPMORGAN CHASE BANK NA AS TRUSTEE FOR BEAR STEARNS ASSET BACKED SECURITIES TRUST 2006-SD3



When Recorded Return to:
Indecomm Global Services
As Recording Agent Only
1260 Energy Lane
St. Paul, MN 55108

Return to: Financial Dimensions Inc
1400 Lebanon Church Rd
Pittsburgh, PA 15236-9908

E 19 MW
#0021973881

Record and Return to:
Wells Fargo Bank, N.A.
Attn: MAC X3800-027
8480 Stagecoach Circle
Frederick, MD 21701

prepared by:
After Recording Please Return to:
Premiere Asset Services
Attn: China Lem/Suzie Brown
1 Home Campus
MAC X2301-049 **BONY2**
Des Moines, IA 50328

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 successor in interest to JP Morgan Chase Bank, N.A** having an office at 101 Barclay Street, NYC, NY 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 the trusts included on **Schedule A**, 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 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;
 - 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
- 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.

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 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.

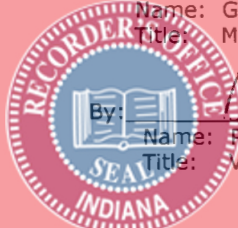
All actions heretofore taken by said Attorney, which the Attorney could properly have taken pursuant to this Power of Attorney, be, and hereby are, ratified and affirmed.

IN WITNESS WHEREOF, The Bank of New York Mellon f/k/a The Bank of New York successor in interest to JP Morgan Chase Bank N.A. as Trustee pursuant to the Pooling and Servicing Agreements listed on Schedule A hereto attached and these present to be signed and acknowledged in its name and behalf by Gerard F. Facendola and Philip Reinle its duly elected and authorized Managing Director and Vice President this 30th day of January, 2015.



The Bank of New York Mellon, f/k/a The Bank of New York successor in interest to JP Morgan Chase Bank N.A., as Trustee for the securitizations listed on Schedule A

By: *Gerard F. Facendola*
 Name: Gerard F. Facendola
 Title: Managing Director



By: *Philip Reinle*
 Name: Philip Reinle
 Title: Vice President

Witness: *Leela Ragbarsingh*
 Printed Name: Leela Ragbarsingh

Witness: *George Buono*
 Printed Name: George Buono

ACKNOWLEDGEMENT

STATE OF NEW YORK §

COUNTY OF QUEENS §

On the 30th day of January in the year 2015 before me, the undersigned, personally appeared Gerard F. Facendola and Philip Reinle, 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, as Trustee 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 30th day of January, 2015

Maria del C. Aita

Document is NOT OFFICIAL!
NOTARY PUBLIC
My Commission expires

This Document is the property of the Lake County Recorder!

STOP

MARIA DEL C. AITA
Notary Public, State of New York
No. 01A16278271
Qualified in Queens County
Commission Expires March 25, 2017



Schedule A

Client #	Investor #	Deal
106	V50	The Bank of New York Mellon, f/k/a The Bank of New York, successor in interest to JPMorgan Chase Bank, N.A. as Trustee for Bear Stearns Asset Backed Securities Trust 2005-SD2
472	L31	
591	L31	
685	L31	
708	L31	
106	V51	The Bank of New York Mellon, f/k/a The Bank of New York, successor in interest to JPMorgan Chase Bank, N.A. as Trustee for Bear Stearns Asset Backed Securities Trust 2005-SD3
472	L84	
591	L84	
685	L84	
708	L84	
106	V52	The Bank of New York Mellon, f/k/a The Bank of New York, successor in interest to JPMorgan Chase Bank, N.A. as Trustee for Bear Stearns Asset Backed Securities Trust 2005-SD4
472	M88	
591	M88	
685	M88	
708	M88	
708	341	The Bank of New York Mellon, f/k/a The Bank of New York, successor in interest to JPMorgan Chase Bank, N.A. as Trustee for Bear Stearns Asset Backed Securities Trust 2006-2
708	368	The Bank of New York Mellon, f/k/a The Bank of New York, successor in interest to JPMorgan Chase Bank, N.A. as Trustee for Bear Stearns Asset Backed Securities Trust 2006-3
106	V53	The Bank of New York Mellon, f/k/a The Bank of New York, successor in interest to JPMorgan Chase Bank, N.A. as Trustee for Bear Stearns Asset Backed Securities Trust 2006-SD1
472	B23	
708	B23	
106	V54	The Bank of New York Mellon, f/k/a The Bank of New York, successor in interest to JPMorgan Chase Bank, N.A. as Trustee for Bear Stearns Asset Backed Securities Trust 2006-SD2
106	Z47	
472	B91	
591	B91	
685	B91	
708	B91	
106	V55	The Bank of New York Mellon, f/k/a The Bank of New York, successor in interest to JPMorgan Chase Bank, N.A. as Trustee for Bear Stearns Asset Backed Securities Trust 2006-SD3
472	437	
591	437	
685	437	
708	437	
106	Y74	The Bank of New York Mellon f/k/a The Bank of New York as successor in interest 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 2004-3
106	Z22	
106	Y75	The Bank of New York Mellon f/k/a The Bank of New York as successor in interest 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 2004-4
106	Z23	
106	Z24	The Bank of New York Mellon f/k/a The Bank of New York as successor in interest 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 2004-5
708	867	
708	C1W	
106	Y76	The Bank of New York Mellon f/k/a The Bank of New York as successor in interest 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 2004-6
106	Z25	
591	897	

