

201307120117486
Pgs: 5 \$72.00 T20130062936
07/12/2013 2:52PM MEPSOJOURNERS
Terry J. Brown
Franklin County Recorder

201309160157798
Pgs: 5 \$56.00 T20130084102
09/16/2013 4:51PM MEPSOJOURNERS
Terry J. Brown
Franklin County Recorder

RETURN TO:
Sojourners Title Agency, LLC
3962 Red Bank Rd.
Cincinnati, Ohio 45227

LIMITED POWER OF ATTORNEY

1. Wells Fargo Bank, National Association, not in its individual or banking capacity, but solely in its capacity as Trustee (the "Trustee") of those certain trusts set forth on the attached **Exhibit A** (each, a "Trust," and collectively, the "Trusts") under the respective Pooling and Servicing Agreements and/or Indentures and any related governing transactional and servicing agreement(s) (collectively, the "Agreements") hereby constitutes and appoints:

SPECIALIZED LOAN SERVICING LLC

solely in its capacity as the Subservicer for Bank of America, National Association, as Servicer under the Agreements, as its true and lawful attorney-in-fact, acting by and through its authorized officers, with full authority and power to execute and deliver on behalf of the Trustee any and all of the following instruments to the extent consistent with the terms and conditions of the Agreements:

- (i) all documents with respect to residential mortgage loans serviced for the Trust by the Subservicer which are customarily and reasonably necessary and appropriate for the satisfaction, cancellation, or partial or full release of any mortgages, deeds of trust, or deeds to secure debt upon payment and discharge of all sums secured thereby;
- (ii) all documents and instruments necessary to conduct any (a) foreclosure, or (b) the making of any deed in lieu of foreclosure, or (c) any judicial or non-judicial foreclosure or termination, cancellation, or rescission of any such foreclosure, or (d) any similar procedure (collectively, as applicable, a "Foreclosure");
- (iii) all documents and instruments necessary in the appearance and prosecution of bankruptcy proceedings;
- (iv) instruments appointing one or more substitute trustees or special purpose entities ("SPEs") to act in place of the corresponding entity named in any deed of trust;
- (v) affidavits of debt, notice of default, declaration of default, notices of foreclosure, and all such contracts, agreements, deeds, and instruments as are appropriate to (a) maintain an real property acquired through Foreclosure, or (b) effect any sale, transfer, or disposition of real property acquired through Foreclosure;
- (vi) all documents and instruments necessary to effect any assignment of mortgage or assignment of deed of trust; and
- (vii) all other comparable instruments.

2. This Limited Power of Attorney shall apply only to the foregoing enumerated transactions and shall be limited to the above-mentioned exercise of power. This instrument is to be construed and interpreted only as a limited power of attorney. The enumeration of specific items, rights, acts, or powers herein is not intended to, nor does it give rise to, and it should not be construed as, a general power of attorney.

3. 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 Limited Power of Attorney has not been revoked. This Limited Power of Attorney shall supersede and replace any other limited power of attorney executed by the Trustee in connection with the Agreements in favor of the Subservicer and any such other limited power of attorney shall be deemed revoked by this writing.

4. This Limited Power of Attorney is effective as of the date below and shall remain in full force and effect until (a) revoked in writing by the Trustee, or (b) as to any specific Trust, the termination, resignation or removal of the Trustee as trustee of such Trust, or (c) as to any specific Trust, the

201300002252
Filed for Record in
PIKE COUNTY, IN
FILED BY: TERRY J. BROWN
POWER OF ATTORNEY
Book 164 Page 169 173

20150630819

STATE OF INDIANA
PIKE COUNTY
CLERK OF SUPERIOR COURT
MCHIELLE BROWN
RECORDER
2015 SEP 21 AM 8:53



\$28
CK#
51035
CA
E
NON
CONF

termination, resignation or removal of the Subservicer as a subservicer of such Trust, or (d) as to any specific Trust, the termination of the Agreement related to such Trust, whichever occurs earlier.

5. Nothing contained in this Limited Power of Attorney shall (i) limit in any manner any indemnification obligation provided by the Subservicer to the Trustee or Trust under the Agreements or any document related thereto, or (ii) be construed to grant the Subservicer the power to initiate or defend any suit, litigation, or proceeding in the name of the Trustee or Trust except as specifically provided for herein or under the Agreements.

Dated: February 20, 2013

Wells Fargo Bank, National Association,
not in its individual or banking capacity, but
solely as Trustee on behalf of the Trust(s)

Attest:

Cynthia C. Day

By: Cynthia C. Day
Its: Assistant Secretary

Barry Silvermetz
By: Barry Silvermetz
Its: Vice President

Unofficial Witnesses:

Dan Williamson
Daniel Williamson

Document is NOT OFFICIAL!
Amanda Popovitch
Amanda Popovitch

This Document is the property of the Lake County Recorder!

STATE OF MARYLAND
COUNTY OF HOWARD

ss:

On the 20th day of February 2013 before me, Kathleen A. Dean, a Notary in and for said State, personally appeared Barry Silvermetz, known to me to be Vice President of Wells Fargo Bank, National Association, and also known to me to be the person who executed this Limited Power of Attorney on behalf of Wells Fargo Bank, N.A., as Trustee, and acknowledged to me that Wells Fargo Bank, N.A., as Trustee, executed this Limited Power of Attorney.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my office seal the day and year written above,

KATHLEEN A. DEAN
NOTARY PUBLIC
HOWARD COUNTY
MARYLAND



Kathleen A. Dean
Notary Public: Kathleen A. Dean
My commission expires 2-6-2017

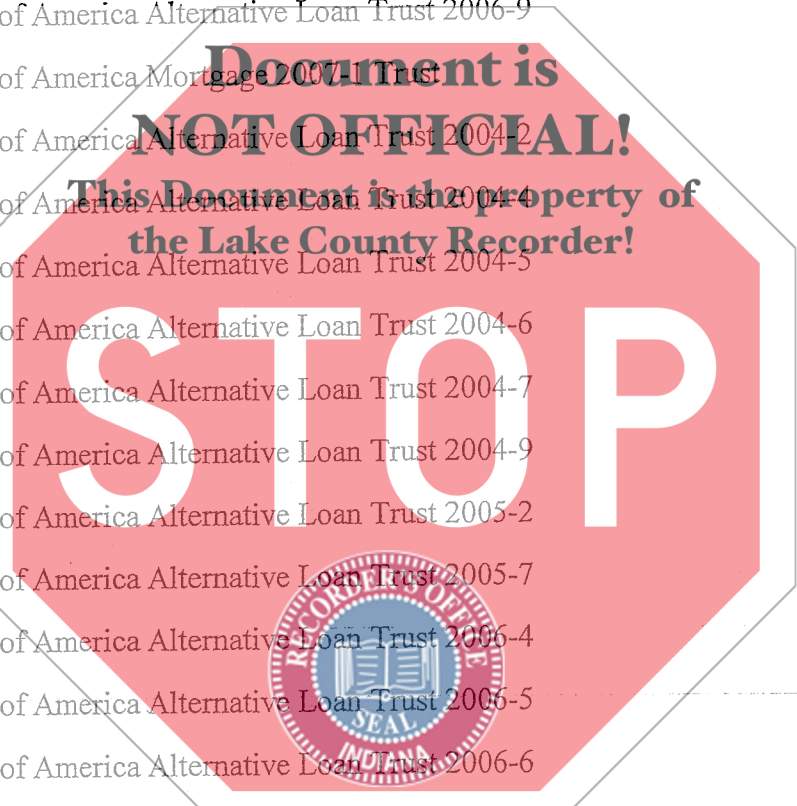
My Commission Expires 2-6-2017

Exhibit A

1. Lehman Mortgage Trust 2006-9
2. Banc of America Alternative Loan Trust 2007-2
3. Banc of America Alternative Loan Trust 2005-5
4. Banc of America Alternative Loan Trust 2005-11
5. Banc of America Alternative Loan Trust 2006-2
6. Banc of America Mortgage 2007-3 Trust
7. Banc of America Mortgage 2004-E Trust
8. Banc of America Mortgage 2006-B Trust
9. Banc of America Alternative Loan Trust 2004-10
10. Banc of America Alternative Loan Trust 2005-8
11. Structured Adjustable Rate Mortgage Loan Trust, Series 2005-17
12. Structured Adjustable Rate Mortgage Loan Trust, Series 2007-3
13. Structured Adjustable Rate Mortgage Loan Trust, Series 2005-14
14. Structured Adjustable Rate Mortgage Loan Trust, Series 2005-12
15. Banc of America Alternative Loan Trust 2006-3
16. Banc of America Alternative Loan Trust 2005-1
17. Banc of America Mortgage 2005-D Trust
18. Banc of America Funding 2007-E Trust
19. Banc of America Alternative Loan Trust 2004-1
20. Banc of America Mortgage 2007-2 Trust
21. Banc of America Alternative Loan Trust 2005-12
22. Banc of America Alternative Loan Trust 2007-1
23. Structured Adjustable Rate Mortgage Loan Trust, Series 2005-15
24. Banc of America Mortgage Trust 2005-3
25. Banc of America Alternative Loan Trust 2005-3



26. Banc of America Alternative Loan Trust 2005-4
27. Banc of America Alternative Loan Trust 2005-6
28. Banc of America Mortgage 2005-F Trust
29. Banc of America Mortgage 2005-G Trust
30. Banc of America Mortgage 2005-H Trust
31. Banc of America Mortgage 2005-I Trust
32. Banc of America Alternative Loan Trust 2005-9
33. Banc of America Alternative Loan Trust 2005-10
34. Banc of America Funding Trust 2006-B
35. Banc of America Funding Trust 2006-E
36. Banc of America Alternative Loan Trust 2006-7
37. Banc of America Alternative Loan Trust 2006-9
38. Banc of America Mortgage 2007-I Trust
39. Banc of America Alternative Loan Trust 2004-2
40. Banc of America Alternative Loan Trust 2004-4
41. Banc of America Alternative Loan Trust 2004-5
42. Banc of America Alternative Loan Trust 2004-6
43. Banc of America Alternative Loan Trust 2004-7
44. Banc of America Alternative Loan Trust 2004-9
45. Banc of America Alternative Loan Trust 2005-2
46. Banc of America Alternative Loan Trust 2005-7
47. Banc of America Alternative Loan Trust 2006-4
48. Banc of America Alternative Loan Trust 2005-5
49. Banc of America Alternative Loan Trust 2006-6
50. Banc of America Alternative Loan Trust 2006-8
51. Banc of America Funding 2007-5 Trust
52. Banc of America Alternative Loan Trust 2004-8



- 53. Banc of America Mortgage 2004-L Trust
- 54. Banc of America Alternative Loan Trust 2004-12
- 55. Banc of America Alternative Loan Trust 2006-1
- 56. Bear Stearns ARM Trust 2007-3





LIMITED POWER OF ATTORNEY

The undersigned, **SPECIALIZED LOAN SERVICING LLC**, having its office at 8742 Lucent Boulevard, Suite 300, Highlands Ranch, Colorado 80129 (the "SLS"), hereby appoints the individuals ("Signing Officers") of **SPECIALIZED ASSET MANAGEMENT LLC**, set forth on the attached Exhibit A-1 at the request of Specialized Asset Management LLC ("SAM"), each of whom are officers of SAM, to be SLS' true and lawful Attorney-in-Fact to act in the name, and on behalf, of SLS with power to do only the following in connection with those certain third party mortgage residential loans as may be sent to SAM by SLS or any of its affiliates or subsidiaries to perform property management and real estate disposition services (the "Mortgage Loans"); provided such actions are otherwise taken in accordance with the requirements of applicable laws, rules and regulations, and further that any action taken by a Signing Officer is specifically enumerated below and thus within the scope of this authority granted to such Signing Officer:

1. The preparation, negotiation, execution and recording of the following documents in connection with the Mortgage loans:

- a. Purchase Contracts;
- b. Counter Proposals;
- c. Required Disclosures Related to the Sale of Real Estate;
- d. Addendums;
- e. Deeds of Conveyance;
- f. HUD-1 Settlement Statements;
- g. Earnest Money Releases;
- h. Fee Agreement with Law Firms;
- i. Master Listing Agreements;
- j. Rental/Lease Agreements;
- k. Property Management Agreements;
- l. Relocation Agreements (Cash for Keys);
- m. Title Documents Related to Sales of Real Estate;
- n. Vacant Property Registration Documents; and
- o. Eviction Documents relating to eviction proceedings.

2. The execution of other documents that are ancillary or related thereto or contemplated by the provisions of the above referenced documents; 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.

3. The full power and authority to take all such ministerial actions and, in such ministerial capacity, execute and deliver all such instruments and documents the officer(s) of SLS deem necessary or appropriate in order to effectuate fully the purpose of each and all of the

Officer POA

foregoing powers.

4. The full power and authority to correct clerical ambiguities and errors in documents necessary to effect items 1 through 3 above.

This Power of Attorney is effective for two (2) years from the date hereof or the earlier of (i) written revocation by SLS, or (ii) the Signing Officer shall no longer be employed by SAM.

The authority granted to SAM by this Limited Power of Attorney is not transferable to any other party or entity.

This Limited Power of Attorney 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 SAM, which SAM could properly have taken pursuant to this Limited Power of Attorney, be, and hereby are, ratified and affirmed.

* * *



Officer POA

EXHIBIT A-1

SIGNATORY AUTHORITY LIST

Ronald Rooney, Senior Vice President, Mortgage Operations

Scott Keeter, Vice President, REO Management

Margaret Fagan, Assistant Vice President, REO

Jeff Harnish, Assistant Vice President, Valuations

Jeffery Dowden, Second Assistant Vice President, REO

Bernadette Fleming, Second Assistant Vice President, REO

Jeanne Lien, Second Assistant Vice President, REO Evictions

Ashlee Randall, Second Assistant Vice President, Valuations

George Roth, Second Assistant Vice President, REO



2011-01-10 10:00 AM

Officer POA