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BK 5839

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

E 2762594 B 5839 P 458-464
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
08/26/2013 01:12 PM
FEE \$22.00 Pgs: 7
DEP RT REC'D FOR SELECT PORTFOLIO
SERVICES

Recording Request # and
When Recorded Mail To: **2016 098886**

2016 JUN 22 PM 1:03

MICHAEL B. BROWN
RECORDER

Select Portfolio Servicing, Inc.
P.O. Box 65250
Salt Lake City, UT 84165-0250
Attn: Document Control

Space Above for Recording Information

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that JPMorgan Chase Bank, National Association (hereinafter "Master Servicer"), a national banking association organized and existing under the laws of the United States, and having its principal place of business at 1111 Polaris Parkway, Columbus, Ohio 43240, pursuant to authority granted to Master Servicer in certain agreements described in Exhibit A (individually, an "Agreement" and together, the "Agreements") and in the Limited Power of Attorney granted by Wells Fargo Bank, National Association as Trustee ("Trustee"), attached as a true and correct copy as Exhibit B, hereby constitutes and appoints Select Portfolio Servicing, Inc. (hereinafter "Sub-Servicer"), by and through its officers, as Master Servicer's true and lawful Attorney-In-Fact to act in the name, place and stead of Master Servicer, in connection with all mortgage or other loans serviced by Master Servicer pursuant to the Agreements, solely for the purpose of performing such acts and executing such documents in the name of Master Servicer in its capacity as Attorney-In-Fact for the Trustee.

This appointment shall apply only to those enumerated transactions for which the Trustee has appointed the Master Servicer as its Attorney-In-Fact pursuant to Exhibit B. Master Servicer hereby ratifies every act that Sub-Servicer may lawfully perform in exercising those powers by virtue hereof.

IN WITNESS WHEREOF, Master Servicer has executed this Limited Power of Attorney this 21st day of August, 2013.

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JPMORGAN CHASE BANK, N.A.

By:

Name: Sean Grzebin
Title: Senior Vice President



STATE OF FLORIDA)

)SS:

COUNTY OF DUVAL)

On August 21st, 2013, before me, a Notary Public in and for said State, personally appeared Sean Grzebin, known to me to be a Senior Vice President of JPMorgan Chase Bank, National Association that executed the above instrument, and also known to me to be the person who executed said instrument on behalf of such corporation and acknowledged to me that such corporation executed the within instrument.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Notary Public

[Signature]
AMOUNT \$ 26
CASH _____ CHARGE MT
CHECK # _____
OVERAGE _____

COPY _____
NON-COM ✓
CLERK MT

HOLD FOR MERIDIAN TITLE CORP

Page 1

16-2854

Exhibit A

Pooling and Servicing Agreement dated as of January 1, 2005 for Bear Stearns Asset Backed Securities Trust 2005-1 Asset-Backed Certificates, Series 2005-1 between Bear Stearns Asset Backed Securities I LLC, Depositor, EMC Mortgage Corporation, Seller and Master Servicer, Wells Fargo Bank, National Association, Trustee

Pooling and Servicing Agreement dated as of February 1, 2007 for Bear Stearns Asset Backed Securities I Trust 2007-AC2 Asset-Backed Certificates, Series 2007-AC2 between Bear Stearns Asset Backed Securities I LLC, Depositor, EMC Mortgage Corporation, Seller, Master Servicer and Company, Wells Fargo Bank, National Association, Trustee

Pooling and Servicing Agreement dated as of March 1, 2007 for Bear Stearns Asset Backed Securities I Trust 2007-AC3 Asset-Backed Certificates, Series 2007-AC3 between Bear Stearns Asset Backed Securities I LLC, Depositor, EMC Mortgage Corporation, Seller, Master Servicer and Company, Wells Fargo Bank, National Association, Trustee

Pooling and Servicing Agreement dated as of April 1, 2007 for Bear Stearns Asset Backed Securities I Trust 2007-AC4 Asset-Backed Certificates, Series 2007-AC4 between Bear Stearns Asset Backed Securities I LLC, Depositor, EMC Mortgage Corporation, Seller, Master Servicer and Company, Wells Fargo Bank, National Association, Trustee

Pooling and Servicing Agreement dated as of June 1, 2007 for Bear Stearns Asset Backed Securities I Trust 2007-AC5 Asset-Backed Certificates, Series 2007-AC5 between Bear Stearns Asset Backed Securities I LLC, Depositor, EMC Mortgage Corporation, Seller, Master Servicer and Company, Wells Fargo Bank, National Association, Trustee

Pooling and Servicing Agreement dated as of September 1, 2007 for Bear Stearns Asset Backed Securities I Trust 2007-AC6 Asset-Backed Certificates, Series 2007-AC6 between Bear Stearns Asset Backed Securities I LLC, Depositor, EMC Mortgage Corporation, Seller, Master Servicer and Company, Wells Fargo Bank, National Association, Trustee

Pooling and Servicing Agreement dated as of November 1, 2006 for Bear Stearns Mortgage Funding Trust 2006-AR4 Mortgage Pass-Through Certificates, Series 2006-AR4 between Structured Asset Mortgage Investments II Inc., Depositor, Wells Fargo Bank, National Association, Trustee, and EMC Mortgage Corporation, Servicer, Sponsor and Company

Pooling and Servicing Agreement dated as of December 1, 2006 for Bear Stearns Mortgage Funding Trust 2006-AR5 Mortgage Pass-Through Certificates, Series 2006-AR5 between Structured Asset Mortgage Investments II Inc., Depositor, Wells Fargo Bank, National Association, Trustee, and EMC Mortgage Corporation, Servicer, Sponsor and Company

Pooling and Servicing Agreement dated as of January 1, 2007 for Bear Stearns Mortgage Funding Trust 2007-AR1 Mortgage Pass-Through Certificates, Series 2007-AR1 between Structured Asset Mortgage Investments II Inc., Depositor, Wells Fargo Bank, National Association, Trustee, and EMC Mortgage Corporation, Servicer, Sponsor and Company

Pooling and Servicing Agreement dated as of February 1, 2007 for Bear Stearns Mortgage Funding Trust 2007-AR2 Mortgage Pass-Through Certificates, Series 2007-AR2 between Structured Asset Mortgage Investments II Inc., Depositor, Wells Fargo Bank, National Association, Trustee, and EMC Mortgage Corporation, Servicer, Sponsor and Company

Pooling and Servicing Agreement dated as of March 1, 2007 for Bear Stearns Mortgage Funding Trust 2007-AR3 Mortgage Pass-Through Certificates, Series 2007-AR3 between Structured Asset Mortgage Investments II Inc., Depositor, Wells Fargo Bank, National Association, Trustee, and EMC Mortgage Corporation, Servicer, Sponsor and Company



Pooling and Servicing Agreement dated as of April 1, 2007 for Bear Stearns Mortgage Funding Trust 2007-AR4 Mortgage Pass-Through Certificates, Series 2007-AR4 between Structured Asset Mortgage Investments II Inc., Depositor, Wells Fargo Bank, National Association, Trustee, and EMC Mortgage Corporation, Servicer, Sponsor and Company

Pooling and Servicing Agreement dated as of June 1, 2007 for Bear Stearns Mortgage Funding Trust 2007-AR5 Mortgage Pass-Through Certificates, Series 2007-AR5 between Structured Asset Mortgage Investments II Inc., Depositor, Wells Fargo Bank, National Association, Trustee, and EMC Mortgage Corporation, Servicer, Sponsor and Company

Pooling and Servicing Agreement dated as of August 1, 2007 for Structured Asset Mortgage Investments II Trust 2007-AR4 Mortgage Pass-Through Certificates Series 2007-AR4 between Structured Asset Mortgage Investments II Inc., Depositor, Wells Fargo Bank, National Association, Trustee, and EMC Mortgage Corporation, Servicer, Sponsor and Company



Exhibit B

LIMITED POWER OF ATTORNEY

1. Wells Fargo Bank, National Association, successor by merger to Wells Fargo Bank Minnesota, National Association (formerly known as Norwest Bank Minnesota, 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:

JPMORGAN CHASE BANK, N.A.

solely in its capacity as the 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 Servicer 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 institute, prosecute, and conduct (a) any judicial or non-judicial foreclosure or termination, cancellation, or rescission of any such foreclosure, or (b) the taking of any deed in lieu of foreclosure, or (c) any similar procedure (collectively, as applicable, a "Foreclosure");
- (iii) suits on promissory notes, indemnities, guaranties, or other residential mortgage loan documents serviced for the Trust, actions for equitable and/or extraordinary relief (including, without limitation, actions for temporary restraining orders, injunctions, and appointment of receivers), suits for waste, fraud, and any and all other claims, and/or claims of the Trust;
- (iv) all documents and instruments necessary in the appearance and prosecution of (i) suits for possession and unlawful detainer, and (ii) eviction actions seeking, without limitation, possession of any real property acquired through Foreclosure and any and all related damages;
- (v) all documents and instruments necessary in the appearance and prosecution of bankruptcy proceedings; 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;
- (vi) affidavits of debt, notice of default, declaration of default, notices of foreclosure, notices to vacate, property registration forms, hazard and title insurance claims, listing agreements, and all such notices, contracts, agreements, deeds, and instruments as are appropriate to (a) secure, maintain and repair any real property acquired through Foreclosure, or (b) effect any sale, transfer, or disposition of real property acquired through Foreclosure;
- (vii) all documents and instruments necessary to effect any assignment of mortgage or assignment of deed of trust; and
- (viii) 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 Servicer and any such other limited power of attorney shall be deemed revoked by this writing.

4. The Servicer has the power to delegate the authority given to it by the Trustee, under its own power of attorney, for purposes of performing its obligations and duties under and in accordance with the Agreements relating to the Trusts as set forth on Exhibit A, by executing such additional powers of attorney as are necessary for such purposes. The Servicer's power to delegate authority under such additional powers of attorney is expressly limited to execution of the same solely in favor of Select Portfolio Servicing, Inc., as Servicer's attorney-in-fact. Select Portfolio Servicing, Inc., as the Servicer's attorney-in-fact, shall not have any greater authority than that held by the Servicer, but shall not have the authority to further delegate the authority of the Trustee. The Servicer shall remain liable for any acts taken or omitted by Select Portfolio Servicing, Inc., as its attorney-in-fact.

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

6. Nothing contained in this Limited Power of Attorney shall (i) limit in any manner any indemnification obligation provided by the Servicer to the Trustee or Trust under the Agreements or any document related thereto, or (ii) be construed to grant the Servicer 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.

Document is NOT OFFICIAL!
This Document is the property of the Lake County Recorder!

Dated: August 21, 2013

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

Attest:

Sara DeRose
By: Sara DeRose
Its: Vice President

Alex Humphries
By: Alex Humphries
Its: Assistant Secretary



Unofficial Witnesses:

Daniel Williamson
Daniel Williamson

Amanda Popovitch
Amanda Popovitch

STATE OF MARYLAND
COUNTY OF HOWARD

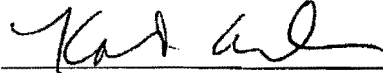
ss:

On the 21st day of August 2013 before me, Kathleen A. Dean, a Notary in and for said State, personally appeared Sara DeRose, 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

My Commission Expires 2-6-2017

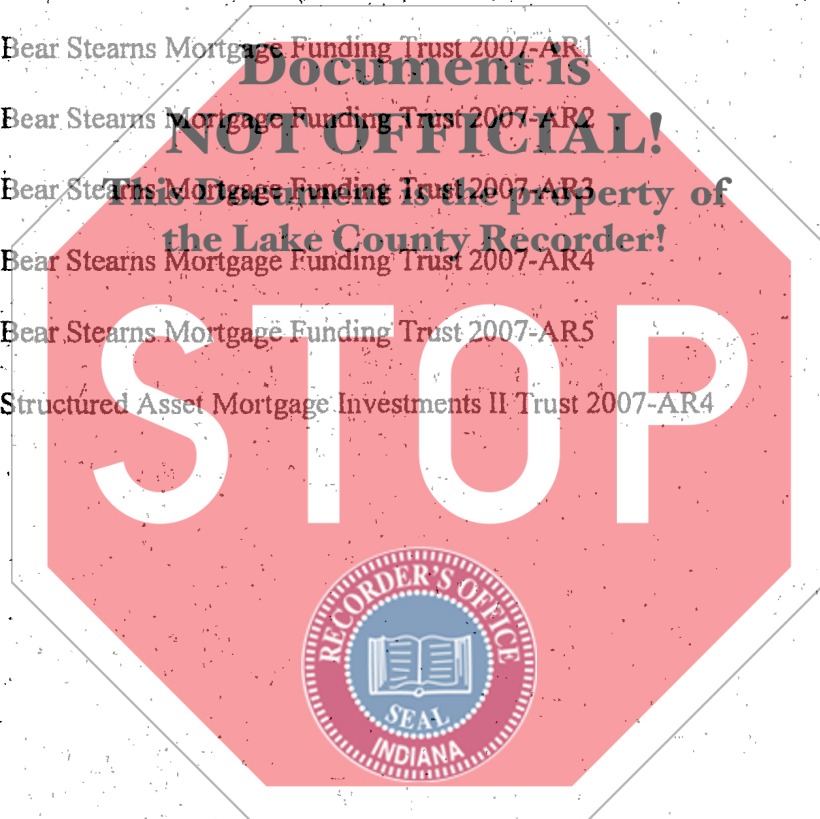


Notary Public: Kathleen A. Dean
My commission expires 2-6-2017



EXHIBIT A

1. Bear Stearns Asset Backed Securities Trust 2005-1
2. Bear Stearns Asset Backed Securities I Trust 2007-AC2
3. Bear Stearns Asset Backed Securities I Trust 2007-AC3
4. Bear Stearns Asset Backed Securities I Trust 2007-AC4
5. Bear Stearns Asset Backed Securities I Trust 2007-AC5
6. Bear Stearns Asset Backed Securities I Trust 2007-AC6
7. Bear Stearns Mortgage Funding Trust 2006-AR4
8. Bear Stearns Mortgage Funding Trust 2006-AR5
9. Bear Stearns Mortgage Funding Trust 2007-AR1
10. Bear Stearns Mortgage Funding Trust 2007-AR2
11. Bear Stearns Mortgage Funding Trust 2007-AR3
12. Bear Stearns Mortgage Funding Trust 2007-AR4
13. Bear Stearns Mortgage Funding Trust 2007-AR5
14. Structured Asset Mortgage Investments II Trust 2007-AR4





STATE OF UTAH
COUNTY OF KANE

RICHARD I. MAUGHAN, RECORDER OF DAVIS COUNTY, UTAH, DO HEREBY CERTIFY THAT THE ABOVE AND FOREGOING IS A TRUE AND FULL COPY OF AN ORIGINAL DOCUMENT ON FILE IN MY OFFICE AS SUCH RECORDED.

WITNESS MY HAND AND SEAL OF SAID OFFICE
THIS 4th DAY OF March, 2016

RICHARD I. MAUGHAN, RECORDER
Jane Wright DEPUTY

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