ಾ

AFTER RECORDING RETURN TO ATTN: POA 4000 Horizon Way

Irving, TX 75063

10-32695

LIMITED POWER OF ATTORNEY

1. The Bank of New York Mellon Trust Company, N.A., not in its individual capacity, but solely 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:

Nationstar Mortgage LLC

as its true and lawful attorney-in-fact (the "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) any such deeds and instruments as are appropriate to effect the transfer or disposition of real property held as collateral by one of the Trusts and vested in the name of the Trustee on behalf of such Trust:
- (ii) all documents and instruments necessary to effect a) any assignment of mortgage or assignment of deed of trust, b) any endorsement of promissory notes and/or other negotiable instruments relating to the residential mortgage loans held as collateral by one of the Trusts; and,
- 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. Nothing contained herein shall be construed to grant Attorney-in-Fact the power to (i) initiate, permit the initiation of or defend any action, suit, litigation, or proceeding in the name of any of the Trusts or the Trustee or be construed to create a duty of any of the Trusts or the Trustee to initiate or defend any suit, litigation, or proceeding in the name of the Attorney-in-Fact, (ii) incur or agree to any liability or obligation in the name or on behalf of any of the Trusts or the Trustee, (iii) engage or permit the engagement of counsel to represent any of the Trusts or the Trustee in any action, suit or proceeding without the written consent and approval of any of the Trusts or the Trustee, (iv) prepare, execute or deliver any government filings, forms, permits, registrations or other documents or take any action with the intent to cause, and that actually causes, any of the Trusts or the Trustee to be registered to do business in any state or subject it to jurisdiction other than in the State of New York, (v) expand, increase, incur, or otherwise impose any duties, liabilities or obligations of or on any of the Trusts or the Trustee or (vi) provide any guaranty or indemnity of any of the Trusts or the Trustee for any reason whatsoever.
- 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 Attorney-in-Fact and any such other limited power of attorney shall be deemed revoked by this writing.
- 4. It is expressly understood and agreed by the recipient hereof that (i) this Limited Power of Attorney is executed and delivered by The Bank of New York Mellon Trust Company, N.A., not individually or personally but solely as the Trustee, in the exercise of the powers and authority conferred and vested in it, (ii) any representations, undertakings and agreements herein or in any other agreement related hereto, as applicable, made on the part of the Trustee are made and intended not as personal representations, undertakings and agreements by The Bank of New York Mellon Trust Company, N.A., but are made and

as s, and other only and

intended for the purpose of binding only the Trusts, (iii) nothing herein contained or in any other agreement related hereto shall be construed as creating any liability on The Bank of New York Mellon Trust Company, N.A., individually or personally, to perform any covenant either expressed or implied contained herein or therein, as applicable, all such liability, if any, being expressly waived by the recipients to this Limited Power of Attorney and any other related agreement and by any person claiming by, through or under such parties and (iv) under no circumstances shall The Bank of New York Mellon Trust Company, N.A. be personally liable for the payment of any indebtedness or expenses of any of the Trusts or be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken under this Limited Power of Attorney and any other agreement related hereto.

- 5. Any third party may rely upon a copy of this Limited Power of Attorney, to the same extent as if it were an original, and shall be entitled to rely on a writing signed by Attorney-in-Fact to establish conclusively the identity of a particular right, power, capacity, asset, liability, obligation, property, loan or commitment of Attorney-in-Fact for all purposes of this Limited Power of Attorney.
- 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 any of the Trusts under the Agreements or any document related thereto, or (ii) be construed to grant the Attorney-in-Fact the power to initiate or defend any suit, litigation, or proceeding in the name of the Trustee or any of the Trusts except as specifically provided for herein or under the applicable Agreements.
- 7. Neither the Trusts nor The Bank of New York Mellon Trust Company, N.A. will be responsible for inspection of any items being executed pursuant to this Limited Power of Attorney and as such, is relying upon Attorney-in-Fact to undertake whatever procedures may be necessary to confirm the accuracy of such items. All actions taken by Attorney-in-Fact pursuant to this Limited Power of Attorney must be in compliance with all state and federal debt collection laws and any other applicable state and federal laws.
- 8. If any provision of this Limited Power of Attorney shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions hereof shall not be affected thereby.
- 9. Attorney-in-Fact hereby agrees to indemnify, defend and hold harmless each of the Trusts and The Bank of New York Mellon Trust Company, N.A. and their directors, officers, employees and agents harmless from and against any and all liabilities, obligations, losses, damages, demands, claims, penalties, actions, judgments, suits, costs, expenses (including, without limitation, attorneys' fees and/or any costs of enforcement of such indemnification obligation) or disbursements of any kind or nature whatsoever incurred by reason or result of, arising out of, related to, or directly or indirectly in connection with (i) the exercise by Attorney-in-Fact of the powers granted to it hereunder or (ii) any use or misuse of this Limited Power of Attorney in any manner or by any person or not expressly authorized hereby. The foregoing indemnity shall survive the termination of this Limited Power of Attorney. Nothing contained in this Limited Power of Attorney shall limit in any manner any indemnification provided to any of the Trusts or The Bank of New York Mellon Trust Company, N.A. under the Agreements or any document related thereto.
- 10. The relationship of The Bank of New York Mellon Trust Company, N.A. and the Attorney-in-Fact under this Limited Power of Attorney is intended to be that of an independent contractor and not that of a joint venturer, partner, or agent.
- 11. The authority granted to the Attorney-in-Fact by this Limited Power of Attorney is not transferable to any other party or entity.

- 12. This Limited Power of Attorney may be executed in any number of counterparts each of which shall constitute one and the same instrument, and each party hereto may execute this Limited Power of Attorney by signing any such counterpart.
- 13. This Limited Power of Attorney is entered into and shall be governed by the laws of the State of New York, without regard to conflicts of law principles of such state.
- 14. This Limited Power of Attorney shall be effective as of January 15th, 2019 and continue in full force and effect until six months after the effective date hereof.

Dated: 1/15/19

The Bank of New York Mellon Trust Company, N.A., not in its individual capacity, but solely as

Trustee on behalf of the Trusts

By:

Name: Michael S. Thompson

Title: Vice President

By:

Name: Mary A. May Title Vice President

Witness:

Printed Name: Brendan McCarthy

Witness:

Printed Name: Philip Spagnola

STATE OF Pennsylvania COUNTY OF Allegheny

SS:

On the 15th day of January, 2019 before me, Shelley A. Jakell, a Notary in and for said State, personally appeared Michael S. Thompson and Mary A. May, known to me to be Vice President and Vice President respectively of The Bank of New York Mellon Trust Company, N.A., and also known to me to be the person who executed this Limited Power of Attorney on behalf of The Bank of New York Mellon Trust Company, N.A., not in its individual capacity, but solely as Trustee, and acknowledged to me that The Bank of New York Mellon Trust Company, N.A., not in its individual capacity, but solely 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,

Notary Public: Shelley A. Jakell My commission expires 5/11/2022

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law (name).

SUELENE HARRELL

Commonwealth of Pennsylvania - Notary Seal SHELLEY A JAKELL - Notary Public Allegheny County My Commission Expires May 11, 2022 Commission Number 1328575

Exhibit A

	EXHIBITA
	GMACM Mortgage Loan Trust 2003-AR1 Residential Asset Mortgage Products, Inc.
GMACM 2003-AR1	GMACM Mortgage Pass-Through Certificates, Series 2003-AR1
	GMACM Mortgage Loan Trust 2003-GH1, GMACM Mortgage Loan-Backed Certificates,
GMACM 2003-GH1	Series 2003-GH1, GMACM Mortgage Loan-Backed Term Notes, Series 2003-GH1
	GMACM Mortgage Loan Trust 2004-J1 Residential Asset Mortgage Products, Inc.,
GMACM 2004-J1	GMACM Mortgage Pass-Through Certificates, Series 2004-J1
	GMACM Mortgage Loan Trust 2004-J5 Residential Asset Mortgage Products, Inc.,
GMACM 2004-J5	GMACM Mortgage Pass-Through Certificates, Series 2004-J5
	GMACM Mortgage Loan Trust 2004-J6 Residential Asset Mortgage Products, Inc.,
GMACM 2004-J6	GMACM Mortgage Pass-Through Certificates, Series 2004-J6
	GMACM Mortgage Loan Trust 2003-J6 Residential Asset Mortgage Products, Inc.
GMACMLT 2003-J6	GMACM Mortgage Pass-Through Certificates, Series 2003-J6
	GMACM Mortgage Loan Trust 2003-J7 Residential Asset Mortgage Products, Inc.
GMACMLT 2003-J7	GMACM Mortgage Pass-Through Certificates, Series 2003-J7
	GMACM Mortgage Loan Trust 2003-J9 Residential Asset Mortgage Products, Inc.
GMACMLT 2003-J9	GMACM Mortgage Pass-Through Certificates, Series 2003-J9
	GMACM Mortgage Loan Trust 2004-J3 Residential Asset Mortgage Products, Inc.
GMACMLT 2004-J3	GMACM Mortgage Pass-Through Certificates, Series 2004-J3
	GMACM Mortgage Loan Trust 2004-J4 Residential Asset Mortgage Products, Inc.
GMACMLT 2004-J4	GMACM Mortgage Pass-Through Certificates, Series 2004-J4
٠	Residential Asset Mortgage Products, Inc., Mortgage-Backed Pass Through Certificates,
RAMP 2002-R\$1	Series 2002-RS1
	Residential Asset Mortgage Products, Inc., Mortgage Asset-Backed Pass-Through
RAMP 2002-RZ2	Certificates, Series 2002-RZ2
	Residential Asset Mortgage Products, Inc., Mortgage Asset-Backed Pass-Through
RAMP 2002-RZ3	Certificates, Series 2002-RZ3
;	Residential Asset Mortgage Products, Inc., Mortgage Asset-Backed Pass-Through
RAMP 2002-RZ4	Certificates, Series 2002-RZ4
	Residential Asset Mortgage Products, Inc., Mortgage-Backed Pass Through Certificates,
RAMP 2002-SL1	Series 2002-SL1
	Residential Asset Mortgage Products, Inc., Mortgage Asset-Backed Pass-Through
RAMP 2003-RS10	Certificates, Series 2003-RS10
	Residential Asset Mortgage Products, Inc., Mortgage Asset-Backed Pass-Through
RAMP 2003-RS11	Certificates, Series 2003-RS11
	Residential Asset Mortgage Products, Inc., Mortgage Asset-Backed Pass-Through
RAMP 2003-RS7	Certificates, Series 2003-RS7
	Residential Asset Mortgage Products, Inc., Mortgage Asset-Backed Pass-Through
RAMP 2003-RS8	Certificates, Series 2003-RS8
	Residential Asset Mortgage Products, Inc., Mortgage Asset-Backed Pass-Through
RAMP 2003-RS9 :	Certificates, Series 2003-RS9
	Residential Asset Mortgage Products, Inc., Mortgage Asset-Backed Pass-Through
RAMP 2003-RZ1 -	Certificates, Series 2003-RZ1
	Residential Asset Mortgage Products, Inc., Mortgage Asset-Backed Pass-Through
RAMP 2003-RZ2	Certificates, Series 2003-RZ2

	· · · · · · · · · · · · · · · · · · ·
	Residential Asset Mortgage Products, Inc., Mortgage Asset-Backed Pass-Through
RAMP 2003-RZ3	Certificates, Series 2003-RZ3
	Residential Asset Mortgage Products, Inc., Mortgage Asset-Backed Pass-Through
RAMP 2003-RZ4	Certificates, Series 2003-RZ4
	Residential Asset Mortgage Products, Inc., Mortgage Asset-Backed Pass-Through
RAMP 2003-RZ5	Certificates, Series 2003-RZ5
	Residential Asset Mortgage Products, Inc., Mortgage Asset-Backed Pass-Through
RAMP 2004-RS1	Certificates, Series 2004-RS1
, William	Residential Asset Mortgage Products, Inc., Mortgage Asset-Backed Pass-Through
RAMP 2004-RS11	Certificates, Series 2004-RS11
	Residential Asset Mortgage Products, Inc., Mortgage Asset-Backed Pass-Through
RAMP 2004-RS3	Certificates, Series 2004-RS3
	Residential Asset Mortgage Products, Inc., Mortgage Asset-Backed Pass-Through
RAMP 2004-RS4	Certificates, Series 2004-RS4
	Residential Asset Mortgage Products, Inc., Mortgage Asset-Backed Pass-Through
RAMP 2004-RS6	Certificates, Series 2004-RS6
	Residential Asset Mortgage Products, Inc., Mortgage Asset-Backed Pass-Through
RAMP 2004-RS7	Certificates, Series 2004-RS7
	Residential Asset Mortgage Products, Inc., Mortgage Asset-Backed Pass-Through
RAMP 2004-RS8	Certificates, Series 2004-RS8
	Residential Asset Mortgage Products, Inc., Mortgage Asset-Backed Pass-Through
RAMP 2004-RZ1	Certificates, Series 2004-RZ1
10 1111 200 1 1122	Residential Asset Mortgage Products, Inc., Mortgage Asset-Backed Pass-Through
RAMP 2004-RZ2	Certificates, Series 2004-RZ2
10 1111 200 1 1122	Residential Asset Mortgage Products, Inc., Mortgage Asset-Backed Pass-Through
RAMP 2004-RZ3	Certificates, Series 2004-RZ3
10 1011 200 1 1125	Residential Asset Mortgage Products, Inc., Mortgage Asset-backed Pass-Through
RAMP 2004-RZ4	Certificates, Series 2004-RZ4
MANI ZOOT NET	Residential Asset Securities Corporation, Home Equity Mortgage Asset-Backed Pass-
RASC 2001-KS1	Through Certificates, Series 2001-KS1
NASC 2001-NS1	Residential Asset Securities Corporation, Home Equity Mortgage Asset-Backed Pass-
RASC 2001-KS2	Through Certificates, Series 2001-KS2
NA3C 2001-N32	Residential Asset Securities Corporation, Home Equity Mortgage Asset-Backed Pass-
DACC 2002 VC11	Through Certificates, Series 2003-KS11
RASC 2003-KS11	Residential Asset Securities Corporation, Home Equity Mortgage Asset-Backed Pass-
DACC 2002 VC2	
RASC 2003-KS2	Through Certificates, Series 2003-KS2
D 4 6 G 2 G 2 G 2 G 2 G 2 G 2 G 2 G 2 G 2 G	Residential Asset Securities Corporation, Home Equity Mortgage Asset-Backed Pass-
RASC 2003-KS3	Through Certificates, Series 2003-KS3
	Residential Asset Securities Corporation, Home Equity Mortgage Asset-Backed Pass-
RASC 2003-KS6	Through Certificates, Series 2003-KS6
	Residential Asset Securities Corporation, Home Equity Mortgage Asset-Backed Pass-
RASC 2003-KS8	Through Certificates, Series 2003-KS8
	Residential Asset Securities Corporation, Home Equity Mortgage Asset-Backed Pass-
RASC 2004-KS3	Through Certificates, Series 2004-KS3
	Residential Funding Mortgage Securities I, Inc., Mortgage Pass-Through Certificates,
RFMSI 2003-S10	Series 2003-S10

116%

	Residential Funding Mortgage Securities I, Inc., Mortgage Pass-Through Certificates,
RFMSI 2003-S12	Series 2003-S12
 RFMSI 2003-S13	Residential Funding Mortgage Securities I, Inc., Mortgage Pass-Through Certificates,
	Series 2003-S13
RFMSI 2003-S17	Residential Funding Mortgage Securities I, Inc., Mortgage Pass-Through Certificates,
	Series 2003-S17
RFMSI 2003-S19	Residential Funding Mortgage Securities I, Inc., Mortgage Pass-Through Certificates,
	Series 2003-S19
RFMSI 2003-S20	Residential Funding Mortgage Securities I, Inc., Mortgage Pass-Through Certificates,
	Series 2003-S20
	Residential Funding Mortgage Securities I, Inc., Mortgage Pass-Through Certificates,
RFMSI 2003-S4	Series 2003-S4
RFMSI 2004-S1	Residential Funding Mortgage Securities I, Inc., Mortgage Pass-Through Certificates,
	Series 2004-S1
RFMSI 2004-S2	Residential Funding Mortgage Securities I, Inc., Mortgage Pass-Through Certificates,
	Series 2004-S2
RFMSI 2004-S4	Residential Funding Mortgage Securities I, Inc., Mortgage Pass-Through Certificates,
	Series 2004-S4
RFMSI 2004-S5	Residential Funding Mortgage Securities I, Inc., Mortgage Pass-Through Certificates,
	Series 2004-S5
) T. 401	Residential Funding Mortgage Securities I, Inc., Mortgage Pass-Through Certificates,
RFMSI 2004-S6	Series 2004-S6
	Residential Funding Mortgage Securities I, Inc., Mortgage Pass-Through Certificates,
RFMSI 2004-SA1	Series 2004-SA1

.

.