

After Recording return to:

Name

Address

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Premiere Asset Services

Attn: Kristen Bremer

1 Home Campus

MAC X2301-049

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 as successor in interest to JP Morgan Chase Bank, National Association** 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;


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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 JPMorgan Chase Bank, National Association as Trustee pursuant to the Pooling and Servicing Agreements among the Depositor, the Servicer and the Trustee, dated as per Schedule A attached and these present to be signed and acknowledged in its name and behalf by Melissa J. Adelson and Diane Pickett its duly elected and authorized Managing Director and Vice President this 21th day of April, 2011.

The Bank of New York Mellon f/k/a The Bank of New York
as successor in interest to to JPMorgan Chase Bank, National
Association, as Trustee for the trusts included on Schedule A

By:

Name: Melissa J. Adelson
Title: Managing Director

By:

Name: Diane Pickett
Title: Vice President

Witness:

Printed Name: Edward Cofie

Witness:

Printed Name: Maria Aita

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ACKNOWLEDGEMENT

STATE OF NEW YORK §

COUNTY OF NEW YORK §


Personally appeared before me the above-named Melissa J. Adelson and Diane Pickett, known or proved to me to be the same persons who executed the foregoing instrument and to be the Managing Director and Vice President, respectively of THE BANK OF NEW YORK MELLON, as Trustee for the list of trusts included on the attached **Schedule A**, and acknowledged that they executed the same as their free act and deed and the free act and deed of The Bank of New York Mellon.

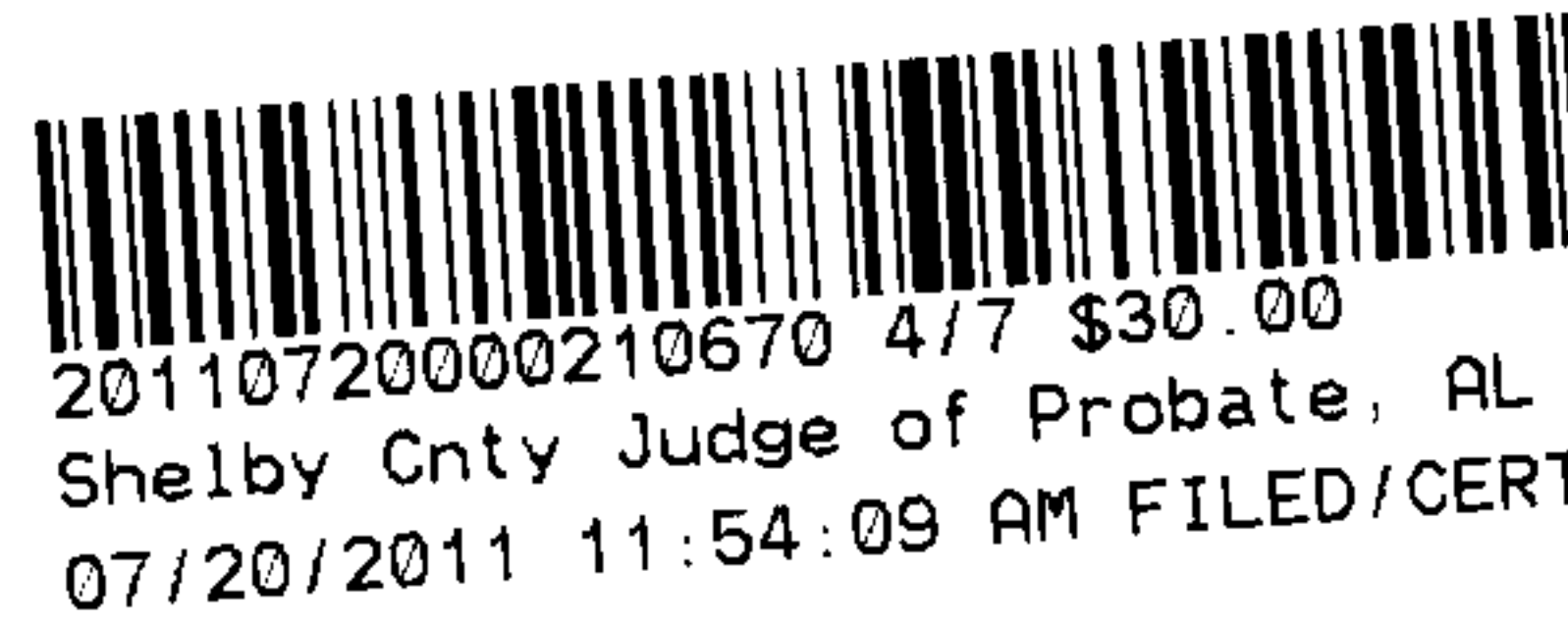
Subscribed and sworn before me this 21st day of April, 2011



NOTARY PUBLIC

My Commission expires:


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Schedule A

Pooling and Servicing Agreements

Bear Stearns Asset Backed Securities Trust 2004-SD4, dated as of October 1, 2004

Bear Stearns Asset Backed Securities Trust 2005-SD1, dated as of January 1, 2005

Bear Stearns Asset Backed Securities Trust 2005-SD2, dated as of April 1, 2005

Bear Stearns Asset Backed Securities Trust 2005-SD3, dated as of July 1, 2005

Bear Stearns Asset Backed Securities Trust 2005-SD4, dated as of July 1, 2005

Bear Stearns Asset Backed Securities Trust 2006-2, dated as of December 5, 2006

Bear Stearns Asset Backed Securities Trust 2006-3, dated as of July 1, 2006

Bear Stearns Asset Backed Securities Trust 2006-4, dated as of October 1, 2006

Bear Stearns Asset Backed Securities Trust 2006-SD1, dated as of February 1, 2006

Bear Stearns Asset Backed Securities Trust 2006-SD2, dated as of July 1, 2006

Bear Stearns Asset Backed Securities Trust 2006-SD3, dated as of August 1, 2006

Bear Stearns Asset Backed Securities Trust 2006-SD4, dated as of October 1, 2006

Bear Stearns Asset Backed Securities Trust 2007-1, dated as of January 1, 2007

Structured Asset Mortgage Investments II Inc., Bear Stearns ALT-A Trust, Mortgage Pass-Through Certificates, Series 2005-2, dated as of February 1, 2005

Structured Asset Mortgage Investments II Inc., Bear Stearns ALT-A Trust, Mortgage Pass-Through Certificates, Series 2005-3, dated as of March 1, 2005

Structured Asset Mortgage Investments II Inc., Bear Stearns ALT-A Trust, Mortgage Pass-Through Certificates, Series 2005-4, dated as of April 1, 2005

Structured Asset Mortgage Investments II Inc., Bear Stearns ALT-A Trust, Mortgage Pass-Through Certificates, Series 2005-5, dated as of May 1, 2005

Structured Asset Mortgage Investments II Inc., Bear Stearns ALT-A Trust, Mortgage Pass-Through Certificates, Series 2005-7, dated as of July 1, 2005

Structured Asset Mortgage Investments II Inc., Bear Stearns ALT-A Trust, Mortgage Pass-Through Certificates, Series 2005-8, dated as of August 1, 2005

Structured Asset Mortgage Investments II Inc., Bear Stearns ALT-A Trust, Mortgage Pass-Through Certificates, Series 2005-9, dated as of September 1, 2005

Structured Asset Mortgage Investments II Inc., Bear Stearns ALT-A Trust, Mortgage Pass-Through Certificates, Series 2005-10, dated as of December 1, 2005

Bear Stearns Asset Backed Securities I LLC, Bear Stearns ALT-A Trust, Mortgage Pass-Through Certificates Series 2006-1, dated as of October 6, 2006

Structured Asset Mortgage Investments II Inc., Bear Stearns ALT-A Trust, Mortgage Pass-Through Certificates, Series 2006-2, dated as of October 6, 2006

Structured Asset Mortgage Investments II Trust 2004-AR7, Mortgage Pass-Through Certificates, Series 2004-AR7, dated as of November 1, 2004

Structured Asset Mortgage Investments II Trust 2005-AR3, Mortgage Pass-Through Certificates, Series 2005-AR3, dated as of June 1, 2005

Structured Asset Mortgage Investments II Inc., Prime Mortgage Trust, Mortgage Pass-Through Certificates, Series 2005-1, dated as of January 1, 2005



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WELLS FARGO BANK, NATIONAL ASSOCIATION

MORTGAGE BANKING COMMITTEE I OF THE BOARD OF DIRECTORS

ACTION BY WRITTEN CONSENT

Effective as of April 1, 2011

The sole member of Mortgage Banking Committee I of the Board of Directors of Wells Fargo Bank, National Association (the "Bank"), a national banking association, hereby consents to the adoption of the following resolutions:

WHEREAS, in the normal course of business, employees of the Bank need to execute various documents in connection with closings for the sale of real property, contracts and addenda; and are required to present certification of their authorization authority;

WHEREAS, these actions will be best and most efficiently accomplished by a confirmation of existing corporate officer authority to execute individual documents on behalf of the Bank, and the appointment of Designated Signers with authority to execute individual documents on behalf of the Bank.

RESOLVED, that the Bank confirms the authority of the following officers to execute all instruments as authorized under their officer title pursuant to the General Signature Resolution of Mortgage Banking Committee I on behalf of the Bank:

Brennan, Janene – Vice President Loan Documentation
Brennan, Nathan L. – Vice President Loan Documentation
Carder, Lynn A. – Vice President Loan Documentation
Cornish, Jodi L. – Vice President
Duffy, Amy Leigh – Vice President Loan Documentation
Dunleavy, Megan R. a/k/a Dunleavy, Megan – Assistant Secretary
Foreman, Joshua a/k/a Foreman, Josh – Vice President Loan Documentation
Hopke, Melanie J. – Vice President Loan Documentation
Jensen, Bradley W. a/k/a Jensen, Brad – Vice President Loan Documentation
Robinson, Nicole Leigh a/k/a Robinson, Nicole – Vice President Loan Documentation
Scheffert, Michael C. – Vice President Loan Documentation
Simmons, Lindsay E. a/k/a Simmons, Lindsay – Assistant Secretary
Smith, Tyler N. – Vice President Loan Documentation
Van Hauen, Angela Kay a/k/a Van Hauen, Angela – Vice President Loan Documentation
Wilson, Jason J. a/k/a Wilson, Jason – Vice President Loan Documentation

RESOLVED, that the following employees of the Bank are elected as Designated Signers for the Bank and authorized to execute any instrument relating to the origination, closing and servicing of Conventional, FHA-insured, or VA-guaranteed mortgages, including deeds and conveyances of real property acquired through foreclosure on behalf of the Bank:

Aguiniga Jr., Ray R. a/k/a Aguiniga, Ray
Avery, Tara M.
Baker, Jeremy Michael
Beemer, Joy Noel
Benson, Madeline A. a/k/a Benson, Madeline
Bjurstrom, Brian
Bremer, Kristen A. a/k/a Bremer, Kristen
Brown, Susan I.
Buntenbach, Edward A.
Busch, Megan
Coon, Craig S.
Cross, Kathryn Mary a/k/a Cross, Kathryn
Cross, Scott James a/k/a Cross, Scott
Day, Leah Evelyn
Deveraux, Ronald R. a/k/a Deveraux, Ron

Divan, Paul
Doud, Cheryl L. a/k/a Doud, Cheryl
Dunleavy, Megan R. a/k/a Dunleavy, Megan
Fender, Matthew J.
Fields, Hubbel Lyn a/k/a Fields, Hubbel
Fishel, Erin R. a/k/a Fishel, Erin
Freese, Brad A.
Fron, Adam
Frost, David
Frydendall, Eric M.
Gaspar, DeeAnn Marie
Geist, Scott
Gibson, Georgia Marie
Goodman, Sara M.
Gray, Kimberly D.

Gulick, Zachary Neal
Hagen, Matthew Mark a/k/a Hagen, Matthew
Hamilton, Scott Alan
Hansen, Mark John a/k/a Hansen, Mark
Harrison, Gail A. a/k/a Harrison, Gail
Harryman, Kelli M. a/k/a Harryman, Kelli
Hatcher, Jayme Elizabeth a/k/a Hatcher, Jayme
Haynes, Nicholas O.
Heer, Nicholas Calvin
Henkels, Brandon Lee a/k/a Henkels, Brandon
Hildreth, Denise
Holmberg, Joey Dean a/k/a Holmberg, Joey
Holmes, Paul
Hudson, Mike E. a/k/a Hudson, Mike
Johnson, Jacob Edward
Kiger, Kenneth L. a/k/a Kiger, Kenneth
Koll, Melinda J.
Kooistra-Sullivan, Elise M.
Kuhl, Chad Michael a/k/a Kuhl, Chad M.
Leichty, Faith Marie
Lem, China
Livingston, Donald B.
May, Tobias R. a/k/a May, Toby R.
McLaughlin, Mitchell W. a/k/a McLaughlin, Mitch
Mehrhoff, Greg Matthew a/k/a Mehrhoff, Greg
Miller, Nathan Lee

Moeder, Amanda Rae
Muniz, Steven R.
Parlett, Benjamin A.
Peek, Jeffrey J.
Phillips, Jessica Suzanne a/k/a Phillips, Jessica
Pritchett, Nichole L.
Pyle, Daron
Quick, Danae
Rohrer, Natalie Sue
Sandy, Matt
Sauer, Timothy John
Scharnberg, Kristine Lee
Schipper, Jacinda Marie a/k/a Schipper, Jacinda
Schockemoehl, Ryan Louis a/k/ Schockemoehl, Ryan
Schultz, Aeja M. a/k/a Schultz, Aeja
Sharp, Courtney A.
Sheldon, Michael A.
Sloan, Natalie
Spratt, Lisa L.
Stone, Tamara Ann a/k/ Stone, Tamara
Stover, Erin M.
Trenhaile, Tracy A.
Wambold, Abbigail S.
VanHaaften, Lisa
Wheat, Morgan Harrison a/k/a Wheat, Morgan
Wolter, Jennifer Lynn a/k/a Wolter, Jennifer

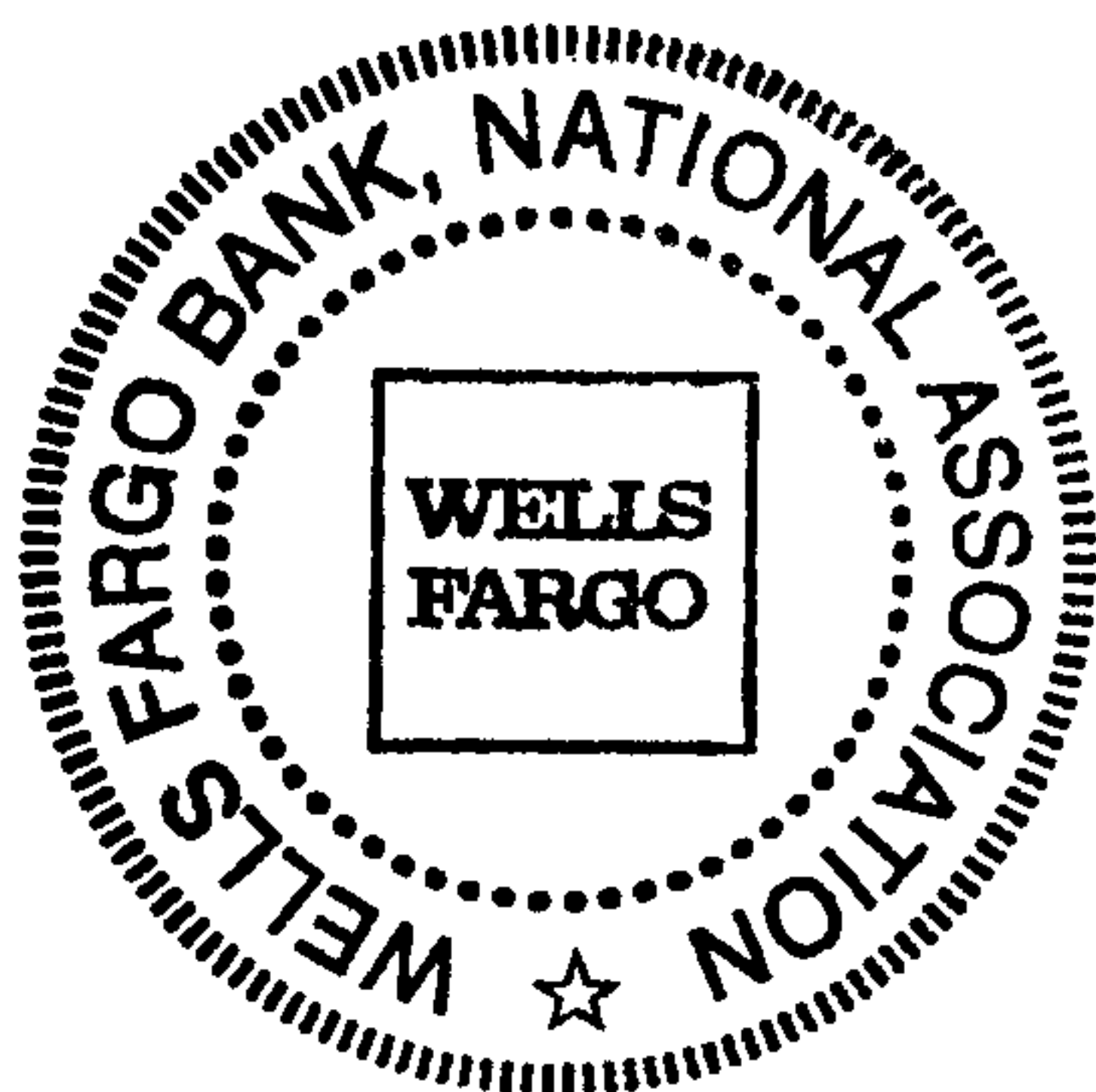
RESOLVED, that each individual's authority as an Officer or Designated Signer of the Bank as aforesaid shall terminate automatically upon the termination of such individual from employment with the Bank.

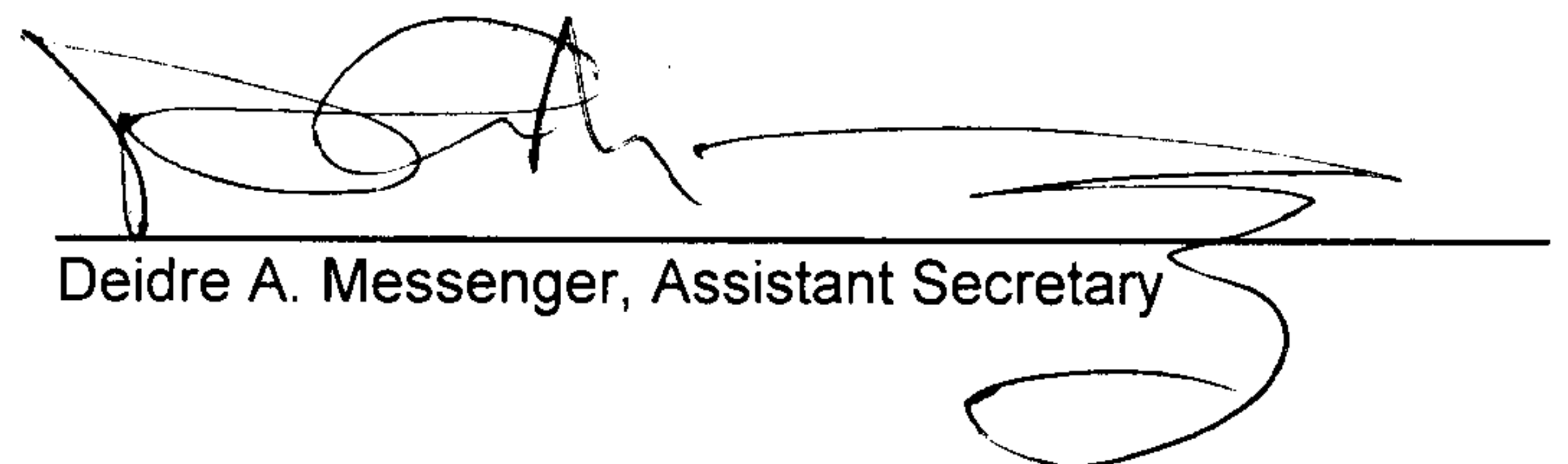
SECRETARY'S CERTIFICATION


I, Deidre A. Messenger, Assistant Secretary of Wells Fargo Bank, N.A., a national banking association, do hereby certify that the foregoing is a full, true and correct copy of the resolutions adopted by Mortgage Banking Committee I of the Board of Directors of Wells Fargo Bank, N.A., effective as of April 1, 2011; that said resolutions have not been amended or revoked and that the same are, on the date of this certification, in full force and effect.

WITNESS MY HAND AND THE SEAL OF THE BANK, this 1st day of June, 2011.

(SEAL)




Deidre A. Messenger, Assistant Secretary


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