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WHEN RECORDED MAIL TO:

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LIMITED POWER OF ATTORNEY

Grantor:

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK

Grantee:

SAXON MORTGAGE SERVICES, INC

Recording Requested By & Return To:
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POWER OF ATTORNEY

Kathleen A Marchione Saratoga Co Clerk

Prepared By
Mauro Palladino
101 Barclay St
New York, NY 10284

POWER OF ATTORNEY


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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 to JPMorgan Chase Bank, N.A.**, successor by merger to Chase Bank of Texas, National Association, f/k/a Texas Commerce Bank, N.A. as Trustee, having an office at 101 Barclay Street, New York, New York 10286 (the "Bank"), hereby appoint **Saxon Mortgage Services, Inc.** 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 transactions specified within Schedule I attached hereto on behalf of the Bank: ** 4708 Mercantile Dr N. Fort Worth TX 76137*

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 rescission 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.

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-in-fact 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, as successor to JPMorgan Chase Bank, N.A., successor by merger to Chase Bank of Texas, National Association, f/k/a Texas Commerce Bank, N.A. as Trustee, pursuant to those certain Pooling and Servicing Agreements or Trust Agreements referenced on Schedule I attached hereto and these present to be signed and acknowledged in its name and behalf by Mauro Palladino and Zachary Hughes its duly elected and authorized Managing Director and Assistant Treasurer respectively this 15th day of October, 2008.

The Bank of New York Mellon,
f/k/a The Bank of New York, successor
to JPMorgan Chase Bank, N.A., as trustee

By: Mauro Palladino
Name: Mauro Palladino
Title: Managing Director

By: Zachary Hughes
Name: Zachary Hughes
Title: Assistant Treasurer

Witness: Pei Huang
Printed Name: Pei Huang

Witness: Erica Walsh
Printed Name: Erica Walsh

ACKNOWLEDGEMENT

STATE OF New York
COUNTY OF New York

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§
§

On October 15th, 2008, before me, the undersigned, a Notary Public in and for said state, personally appeared Mauro Palladino and Zachary Hughes of The Bank of New York Mellon, as Trustee, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that his/her/their executed that same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the entity upon behalf of which the person acted and executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.


WITNESS my ~~hand~~ and official seal.

Jeffrey Otuaney
NOTARY PUBLIC
My Commission expires: 6/9/2012

JEFFREY OTUANEY
Notary Public, State of New York
No. 01OT6188340
Qualified in New York County
Commission Expires June 9, 2012



Schedule A


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NovaStar Mortgage Funding Trust, Series 2002-3
NovaStar Home Equity Loan Asset-Backed Certificates, Series 2002-3

NovaStar Mortgage Funding Trust, Series 2003-1
NovaStar Home Equity Loan Asset-Backed Certificates, Series 2003-1

NovaStar Mortgage Funding Trust, Series 2003-2
NovaStar Home Equity Loan Asset-Backed Certificates, Series 2003-2

NovaStar Mortgage Funding Trust, Series 2003-3
NovaStar Home Equity Loan Asset-Backed Certificates, Series 2003-3

NovaStar Mortgage Funding Trust, Series 2003-4
NovaStar Home Equity Loan Asset-Backed Certificates, Series 2003-4

NovaStar Mortgage Funding Trust, Series 2004-1
NovaStar Home Equity Loan Asset-Backed Certificates, Series 2004-1

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NovaStar Mortgage Funding Trust, Series 2005-4
NovaStar Home Equity Loan Asset-Backed Certificates, Series 2005-4

NovaStar Mortgage Funding Trust, Series 2006-1
NovaStar Home Equity Loan Asset-Backed Certificates, Series 2006-1

NovaStar Mortgage Funding Trust, Series 2006-MTA1
NovaStar Home Equity Loan Asset-Backed Notes, Series 2006-MTA1

NovaStar Mortgage Funding Trust, Series 2006-2
NovaStar Home Equity Loan Asset-Backed Certificates, Series 2006-2

NovaStar Mortgage Funding Trust, Series 2006-3
NovaStar Home Equity Loan Asses-Backed Certificates, Series 2006-3