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Shelby Cnty Judge of Probate, AL
11/13/2009 12:48:13 PM FILED/CERT

Return to
RESOURCE TITLE AGENCY, INC.
2630 Elm Hill Pike, Suite 350
Nashville TN 37214

Prepared by
RECORDING REQUESTED BY ✓
& AFTER RECORDING RETURN TO:
Litton Loan Servicing LP
4828 Loop Central Drive
Houston, Texas 77081
Attention: Alison S. Walas
Prepared By: L Kemp

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, having its main office at 101 Barclay Street, New York, New York 10286 (the "Bank"), hereby appoints Litton Loan Servicing, LP, 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 that Pooling and Servicing Agreement among GS Mortgage Securities, Corp., (the "Depositor"), Litton Loan Servicing LP (the "Servicer"), NC Capital Corporation, (the "Responsible Party"), and The Bank of New York as successor in interest to JPMorgan Chase Bank, National Association formerly known as JPMorgan Chase Bank (the "Trustee"), dated as of August 1, 2003 (the "Pooling and Servicing Agreement") on behalf of the Bank /ll

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, or to effect loss mitigation efforts in compliance with any government sponsored program or prudent servicing practice, and in all instances, which said modification or re-recording does not adversely affect the lien of the Mortgage or Deed of Trust as insured.

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2. The subordination of the lien of a Mortgage or Deed of Trust to an easement in favor of a public utility company or 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 of requests to trustees to accomplish same, or the subordination of the lien of a Mortgage or Deed of Trust to a lease of said property for oil or mineral development where (1) such lease does not adversely affect the lien of the Mortgage or Deed of Trust as insured (2) such lease is customary in the area and (3) exercise of such lease will not have a material effect on the value of the property, prevent the use of the property as a residence, or expose the residents to serious health or safety hazards.

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 discharge by payment or other satisfaction 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 acceptance of a short sale agreement, 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, or sale, 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;

e. the taking of a deed in lieu of foreclosure or the acceptance of a short sale agreement; 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 Agreement, 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 in interest to JPMorgan Chase Bank, National Association, formerly known as JPMorgan Chase Bank, as Trustee for GSAMP Trust 2003-SEA Mortgage Pass-Through Certificates, Series 2003-SEA, pursuant to that Pooling and Servicing Agreement among the Depositor, the Servicer, Responsible Party, and the Trustee, dated as of August 1, 2003, and these present to be signed and acknowledged in its name and behalf by Mauro Palladino and Andrew M. Cooper its duly elected and authorized Managing Director and Vice President respectively this 18th day of September, 2009.

The Bank of New York Mellon f/k/a The Bank of New York, as successor in interest to JPMorgan Chase Bank, National Association, formerly known as JPMorgan Chase Bank, as Trustee under the Pooling and Servicing Agreement dated as of August 1, 2003, GSAMP Trust 2003-SEA

By: Mauro Palladino

Name: Mauro Palladino

Title: Managing Director

By: Andrew M. Cooper

Name: Andrew M. Cooper

Title: Vice President

Witness: Alan Toppin

Name: Alan Toppin

Title: Trust Administrator

Witness: Paul Livanos

Name: Paul Livanos

Title: Trust Administrator

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in the number Sequence on the date and at the time stamped herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

SEP 25 2009



Barbara B. Keyman
COUNTY CLERK
HARRIS COUNTY, TEXAS

STATE OF
COUNTY OF

Personally appeared before me the above-named Mauro Palladino and Andrew M. Cooper known or provided 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 f/k/a The Bank of New York, as successor in interest to JPMorgan Chase Bank, National Association, formerly known as JPMorgan Chase Bank, as Trustee under the Pooling and Servicing Agreement dated as of August 1, 2003, GSAMP Trust 2003-SEA, and acknowledged that they executed the same as their free act and deed and the free act and deed of the Trustee.

Subscribed and sworn before me this 18th day of September, 2009.

Medina Dzaferovic

Notary Public

My Commission expires: _____

MEDINA DZAFEROVIC
Notary Public, State of New York
No. 01DZ6176897
Qualified in Queens County
Commission Expires Nov. 5, 2011

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Shelby Cnty Judge of Probate, AL
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