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BALDWIN COUNTY, ALABAMA
TIM RUSSELL, PROBATE JUDGE
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-----POWER OF ATTORNEY-----
FIRST PAG 3.00 ADDITIONA 39.00
INDEX FEE 1.00 PROBATE F 5.00
Total Fees ----- 48.00
Tim Mitchell Judge of Probate



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Bk: LR201263 Pg:28821
Jefferson County, Alabama
I certify this instrument filed on
10/04/2012 08:05:24 AM POA
Judge of Probate- Alan L. King

55.00

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **The Bank of New York Mellon Trust Company, N.A. formerly known as The Bank of New York Trust Company, N.A., as successor in interest to JP Morgan Chase Bank, National Association** having its branch office at 525 William Penn Place, Pittsburgh, Pa 15259, and its main office at 700 South Flowers, 2nd Floor, Los Angeles, CA 90017-4104 (the "Bank"), hereby appoint **Residential Funding Company, LLC** to be the Bank's true and lawful Attorney-in-Fact (the "Attorney") to act in the name, and on behalf, of the Bank with power to do only the following in connection with the applicable Pooling and Servicing Agreement and Indenture Agreements listed on Schedule A hereto on behalf of the Bank:

1. The modification or re-recording of a Mortgage, where said modification or re-recordings is for the purpose of correcting the Mortgage 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 as insured.
2. The subordination of the lien of a Mortgage 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 of real estate owned.
4. The completion of loan assumption agreements and modification agreements.
5. The full or partial satisfaction/release of a Mortgage 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 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 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, 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:



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- a. the substitution of trustee(s) serving under a Mortgage, in accordance with state law and the Mortgage;
 - 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; 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 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.
10. The qualified subordination of the lien of a Mortgage or Deed of Trust to a lien of a creditor that is created in connection with the refinancing of a debt secured by a lien that was originally superior to the lien of the Mortgage or Deed of Trust.

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.

Capitalized terms not otherwise defined herein shall have the meanings set forth in the applicable pooling and servicing agreement listed on Schedule A hereto.

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 Power of Attorney 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 Trust Company, N.A., formerly known as The Bank of New York Trust Company, N.A. as Trustee, pursuant to the applicable pooling and servicing agreement listed on Schedule A hereto, and these present to be signed and acknowledged in its name and behalf by Andrew R. Flynn its duly elected and authorized Managing Director and Jennifer J. Provenzano its duly elected and authorized Vice President this 20th day of April, 2012.

The Bank of New York Mellon Trust Company,
N.A., formerly known as The Bank of New York
Trust Company, N.A.

By: 

Name: Andrew R. Flynn

Title: Managing Director

By: 

Name: Jennifer J. Provenzano


Title: Vice President

Witness: 

Printed Name: Michael C. Spataro

Witness: 

Printed Name: Mageshwaran Ramasamy

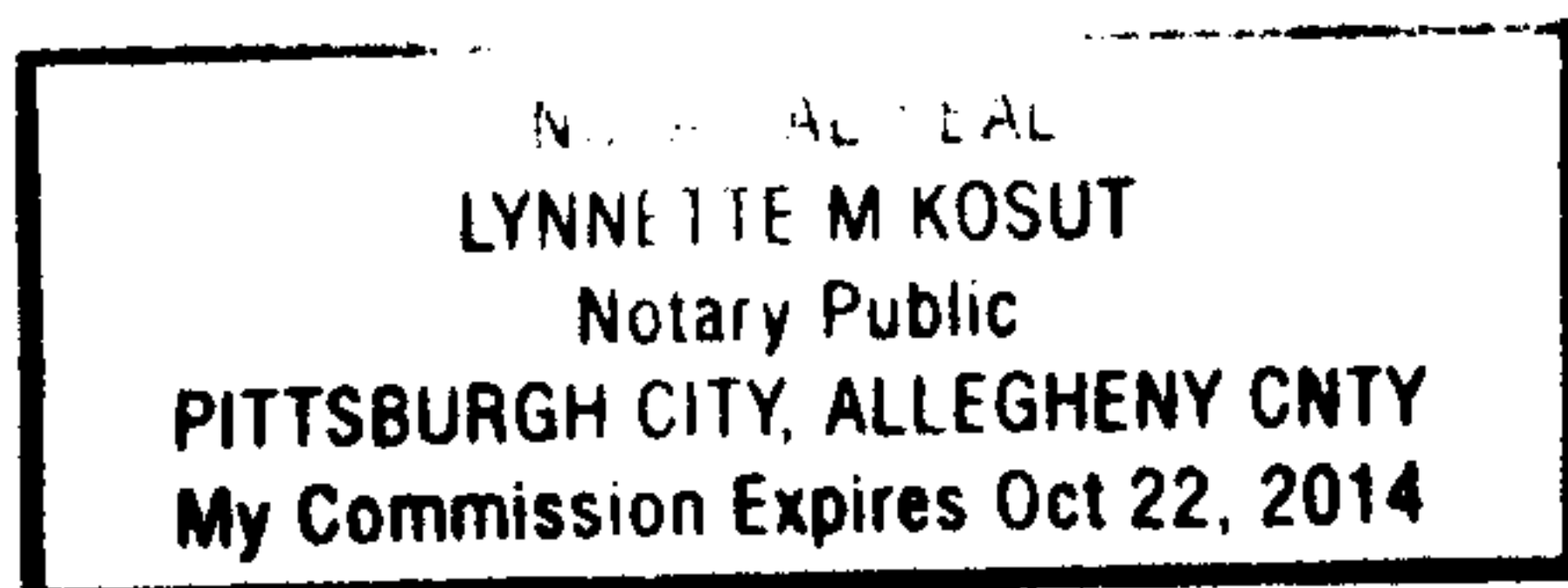

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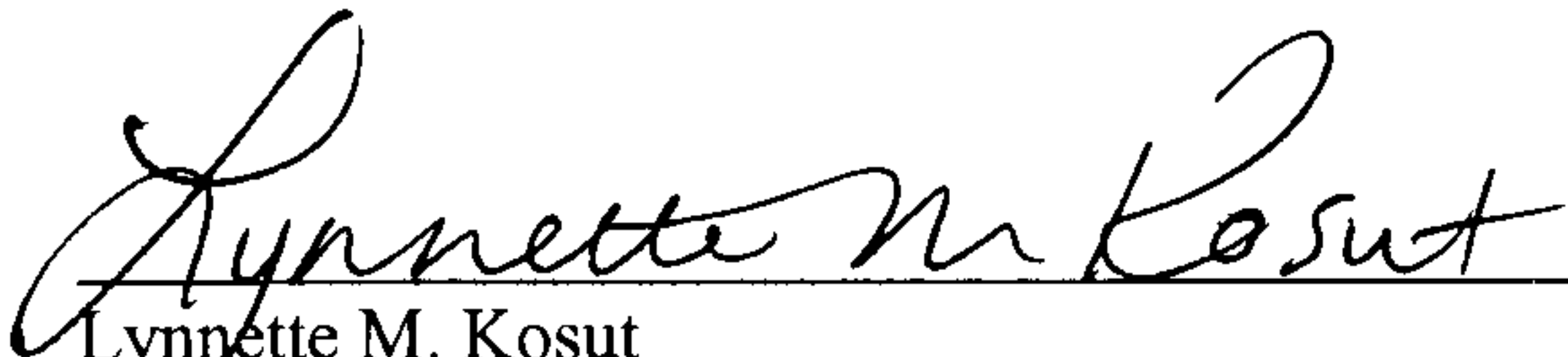
STATE OF Pennsylvania
COUNTY OF Allegheny

§
§

On the 20th day of April, 2012 before me, the undersigned, personally appeared Andrew R. Flynn, Jennifer J. Provenzano personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual(s) made such appearance before the undersigned in the County of Allegheny, State of Pennsylvania.

In witness whereof, I have hereunto signed my name and affixed my notarial seal the day and year last written.




Lynnette M. Kosut
NOTARY PUBLIC
My Commission expires: 10/22/2014

Schedule A

**Pooling and Servicing Agreements and Indentures re: Power of Attorney dated as of April
20, 2012 issued by The Bank of New York Mellon Trust Company, N.A. in favor of
Residential Funding Company, LLC.**



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Schedule A

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Schedule A

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Schedule A

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Schedule A

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Schedule A

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Schedule A

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Schedule A

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Schedule A

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Schedule A

1.	Pooling and Servicing Agreement for Residential Funding Mortgage Securities I, Inc, Mortgage Pass-Through Certificates, Series 2003-S9, dated as of April 1, 2003, by and between Residential Funding Mortgage Securities I, Inc, as Depositor, Residential Funding Corporation as Servicer and JPMorgan Chase Bank N.A as Trustee
1.	Pooling and Servicing Agreement for Residential Funding Mortgage Securities I, Inc, Mortgage Pass-Through Certificates, Series 2004-S1, dated as of February 1, 2004, by and between Residential Funding Mortgage Securities I, Inc, as Depositor, Residential Funding Corporation as Servicer and JPMorgan Chase Bank N.A as Trustee
1.	Pooling and Servicing Agreement for Residential Funding Mortgage Securities I, Inc, Mortgage Pass-Through Certificates, Series 2004-S2, dated as of March 1, 2004, by and between Residential Funding Mortgage Securities I, Inc, as Depositor, Residential Funding Corporation as Servicer and JPMorgan Chase Bank N.A as Trustee
1.	Pooling and Servicing Agreement for Residential Funding Mortgage Securities I, Inc, Mortgage Pass-Through Certificates, Series 2004-S3, dated as of March 1, 2004, by and between Residential Funding Mortgage Securities I, Inc, as Depositor, Residential Funding Corporation as Servicer and JPMorgan Chase Bank N.A as Trustee
1.	Pooling and Servicing Agreement for Residential Funding Mortgage Securities I, Inc, Mortgage Pass-Through Certificates, Series 2004-S4, dated as of April 1, 2004, by and between Residential Funding Mortgage Securities I, Inc, as Depositor, Residential Funding Corporation as Servicer and JPMorgan Chase Bank N.A as Trustee
1.	Pooling and Servicing Agreement for Residential Funding Mortgage Securities I, Inc, Mortgage Pass-Through Certificates, Series 2004-S5, dated as of May 1, 2004, by and between Residential Funding Mortgage Securities I, Inc, as Depositor, Residential Funding Corporation as Servicer and JPMorgan Chase Bank N.A as Trustee
1.	Pooling and Servicing Agreement for Residential Funding Mortgage Securities I, Inc, Mortgage Pass-Through Certificates, Series 2004-S6, dated as of June 1, 2004, by and between Residential Funding Mortgage Securities I, Inc, as Depositor, Residential Funding Corporation as Servicer and JPMorgan Chase Bank N.A as Trustee
1.	Pooling and Servicing Agreement for Residential Funding Mortgage Securities I, Inc, Mortgage Pass-Through Certificates, Series 2004-SA1, dated as of June 1, 2004, by and between Residential Funding Mortgage Securities I, Inc, as Depositor, Residential Funding Corporation as Servicer and JPMorgan Chase Bank N.A as Trustee
1.	Pooling and Servicing Agreement for Residential Asset Acquisition Corporation, Mortgage Loan Asset-Backed Pass-Through Certificates, Series 2004-SP1, dated as of June 1, 2004, by and between Residential Asset Mortgage Products, Inc, as Depositor, Residential Funding Corporation as Servicer and JPMorgan Chase Bank N.A as Trustee
1.	Pooling and Servicing Agreement for Residential Asset Mortgage Products, Inc, Mortgage Loan Asset-Backed Pass-Through Certificates, Series 2004-SP2, dated as of July 1, 2004, by and between Residential Asset Mortgage Products, Inc, as Depositor, Residential Funding Corporation as Servicer and JPMorgan Chase Bank N.A as Trustee
1.	Pooling and Servicing Agreement for Residential Asset Mortgage Products, Inc, Mortgage Loan Asset-Backed Pass-Through Certificates, Series 2004-SP3, dated as of October 1, 2004, by and between Residential Asset Mortgage Products, Inc, as Depositor, Residential Funding Corporation as Servicer and JPMorgan Chase Bank N.A as Trustee
1.	Pooling and Servicing Agreement for Residential Asset Mortgage Products, Inc, Mortgage Loan Asset-Backed Pass-Through Certificates, Series 2005-SP1, dated as of May 1, 2005, by and between Residential Asset Mortgage Products, Inc, as Depositor, Residential Funding Corporation as Servicer and JPMorgan Chase Bank N.A as Trustee
1.	Pooling and Servicing Agreement for Residential Asset Acquisition Corporation, Mortgage Loan Asset-Backed Pass-Through Certificates, Series 2005-SP2, dated as of September 1, 2005, by and between Residential Asset Mortgage Products, Inc, as Depositor, Residential Funding Corporation as Servicer and JPMorgan Chase Bank N.A as Trustee
1.	Pooling and Servicing Agreement for Residential Asset Acquisition Corporation, Mortgage Loan Asset-Backed Pass-Through Certificates, Series 2005-SP3, dated as of December 1, 2005, by and between Residential Asset Mortgage Products, Inc, as Depositor, Residential Funding Corporation as Servicer and JPMorgan Chase Bank N.A as Trustee
1.	Pooling and Servicing Agreement for Residential Asset Acquisition Corporation, Mortgage Loan Asset-Backed Pass-Through Certificates, Series 2006-SP1, dated as of February 1, 2006, by and between Residential Asset Mortgage Products, Inc, as Depositor, Residential Funding Corporation as Servicer and JPMorgan Chase Bank N.A as Trustee
1.	Pooling and Servicing Agreement for Residential Asset Acquisition Corporation, Mortgage Loan Asset-Backed Pass-Through Certificates, Series 2006-SP2, dated as of April 1, 2006, by and between Residential Asset Mortgage Products, Inc, as Depositor, Residential Funding Corporation as Servicer and JPMorgan Chase Bank N.A as Trustee
1.	Pooling and Servicing Agreement for Residential Asset Acquisition Corporation, Mortgage Loan Asset-Backed Pass-Through Certificates, Series 2006-SP3, dated as of August 1, 2006, by and between Residential Asset Mortgage Products, Inc, as Depositor, Residential Funding Corporation as Servicer and JPMorgan Chase Bank N.A as Trustee


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Total of Fees and Taxes-\$55.00
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