

Wilmington  
Citi  
Return to: Wells Fargo & Co.  
Attn: Yvette Blatchford  
Mac-x0501-02Q  
1003 E. Brier Dr.  
San Bernardino, Ca. 92408

20121221000488090 1/5 \$25.00  
Shelby Cnty Judge of Probate, AL  
12/21/2012 11:45:16 AM FILED/CERT

### LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that **Wilmington Trust National Association**, a national banking association organized and existing under the laws of the United States, and having its principal place of business at 1100 North Market Street, Wilmington, DE 19890 (the "Trustee"), as successor trustee to **Citibank, N.A.**, Trustee hereby constitutes and appoints **Wells Fargo Bank, N.A.** (the "Servicer") the Trustee's true and lawful Attorney-in-Fact, in the Trustee's name, place and stead and for the Trustee's benefit, in connection with all mortgage loans serviced by the Servicer pursuant to the Agreements solely for the purpose of performing such acts and executing such documents in the name of the Trustee necessary and appropriate to effectuate the following enumerated transactions in respect of any of the mortgages or deeds of trust (the "Mortgages" and the "Deeds of Trust" respectively) and promissory notes secured thereby (the "Mortgage Notes") for which the undersigned is acting as trustee for various certificate holders (whether the undersigned is named therein as mortgagee or beneficiary or has become mortgagee by virtue of endorsement of the Mortgage Note secured by any such Mortgage or Deed of Trust) and for which Wells Fargo Bank, National Association is acting as the servicer. Please refer to Exhibit "A" attached hereto.

This appointment shall apply only to the following enumerated transactions and nothing herein or in the Agreements shall be construed to the contrary:

1. The modification or re-recording of a Mortgage or Deed of Trust, where said modification or re-recording is solely 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; provided that (i) said modification or re-recording, in either instance, does not adversely affect the lien of the Mortgage or Deed of Trust as insured and (ii) otherwise conforms to the provisions of the Agreement.
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 of 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.
5. The full 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 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;
  - e. the taking of 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.
9. With respect to the sale of property acquired through a foreclosure or deed-in-lieu of foreclosure, including, without limitation, the execution of the following documentation:
  - a. listing agreements;
  - b. purchase and sale agreements;
  - c. grant/warranty/quit claim deeds or any other deed causing the transfer of title of the property to a party contracted to purchase same;
  - d. escrow instructions; and
  - e. any and all documents necessary to effect the transfer of property.
10. The modification or amendment of escrow agreements established for repairs to the mortgaged property or reserves for replacement of personal property.



20121221000488090 2/5 \$25.00  
Shelby Cnty Judge of Probate, AL  
12/21/2012 11:45:16 AM FILED/CERT



The undersigned gives said Attorney-in-Fact full power and authority to execute such instruments and to do and perform all and every act and thing necessary and proper to carry into effect the power or powers granted by or under this Limited Power of Attorney as fully as the undersigned might or could do, and hereby does ratify and confirm to all that said Attorney-in-Fact shall be effective as of July 18<sup>th</sup>, 2012.

This appointment is to be construed and interpreted 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 is not to be construed as a general power of attorney.

Nothing contained herein shall (i) limit in any manner any indemnification provided by the Servicer to the Trustee under the Agreements, or (ii) be construed to grant the Servicer the power to initiate or defend any suit, litigation or proceeding in the name of Wilmington Trust National Association except as specifically provided for herein. If the Servicer receives any notice of suit, litigation or proceeding in the name of Wilmington Trust National Association, then the Servicer shall promptly forward a copy of same to the Trustee.

This Limited Power of Attorney is not intended to extend the powers granted to the Servicer under the Agreements or to allow the Servicer to take any action with respect to Mortgages, Deeds of Trust or Mortgage Notes not authorized by the Agreements.

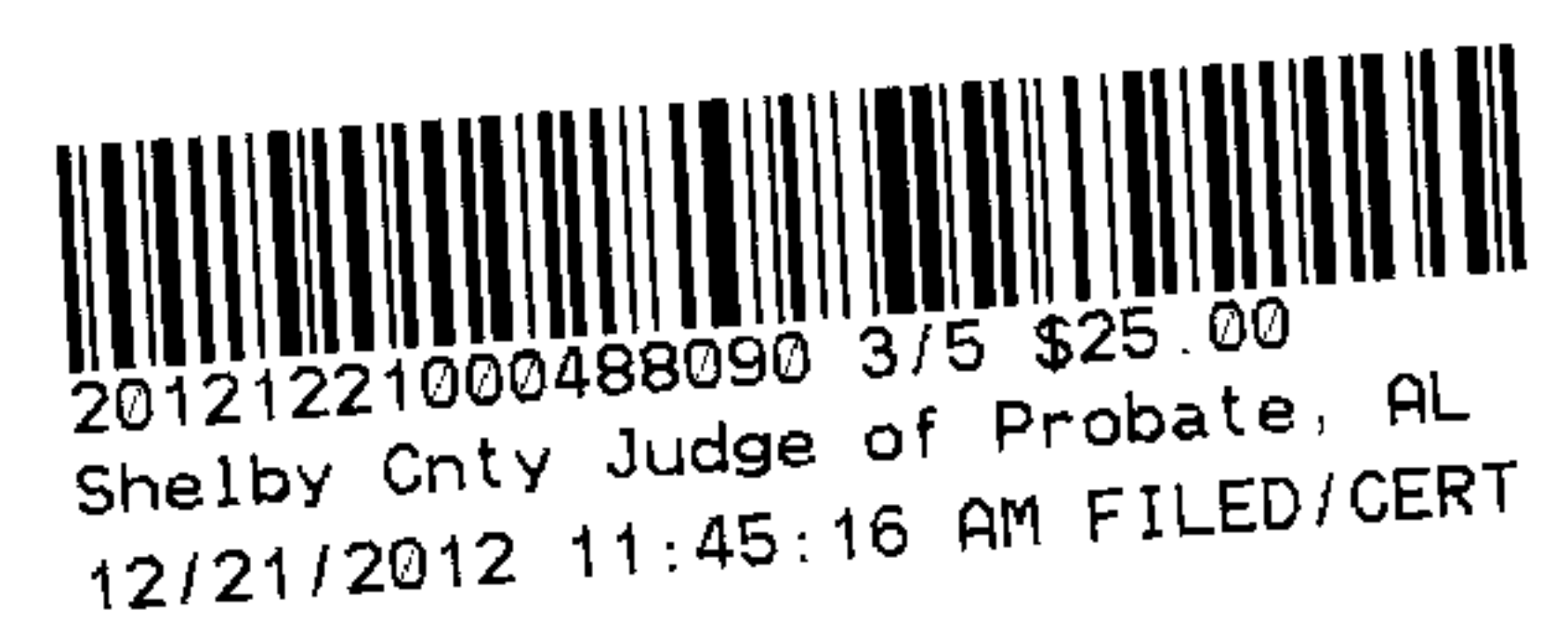
The Servicer hereby agrees to indemnify and hold the Trustee and its directors, officers, employees and agents harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by reason or result of or in connection with the exercise by the Servicer of the powers granted to it hereunder. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the Agreements or the earlier resignation or removal of the Trustee under the Agreements.

Third parties without actual notice may rely upon the exercise of the power granted under this Limited Power of Attorney, and may be satisfied that this Limited Power of Attorney shall continue in full force and effect and has not been revoked unless an instrument of revocation has been made in writing by the undersigned.

The authority granted to the Servicer by this Limited Power of Attorney is not transferable to any other party or entity.

This Limited Power of Attorney shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to its conflicts of law principles.

IN WITNESS WHEREOF, Wilmington Trust National Association, as successor Trustee has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by a duly elected and authorized signatory this 18<sup>th</sup> day of July 2012.



(seal)

Wilmington Trust National Association, as  
successor to Citibank, N.A. as Trustee for  
the Trust(s) as listed on Exhibit A

Witness: Martina Cooper  
Printed Name: Martina Cooper

By: Adam B. Scozzafava  
Name: Adam B. Scozzafava  
Title: Assistant Vice President

Witness: Candi Travers  
Printed Name: Candi Travers

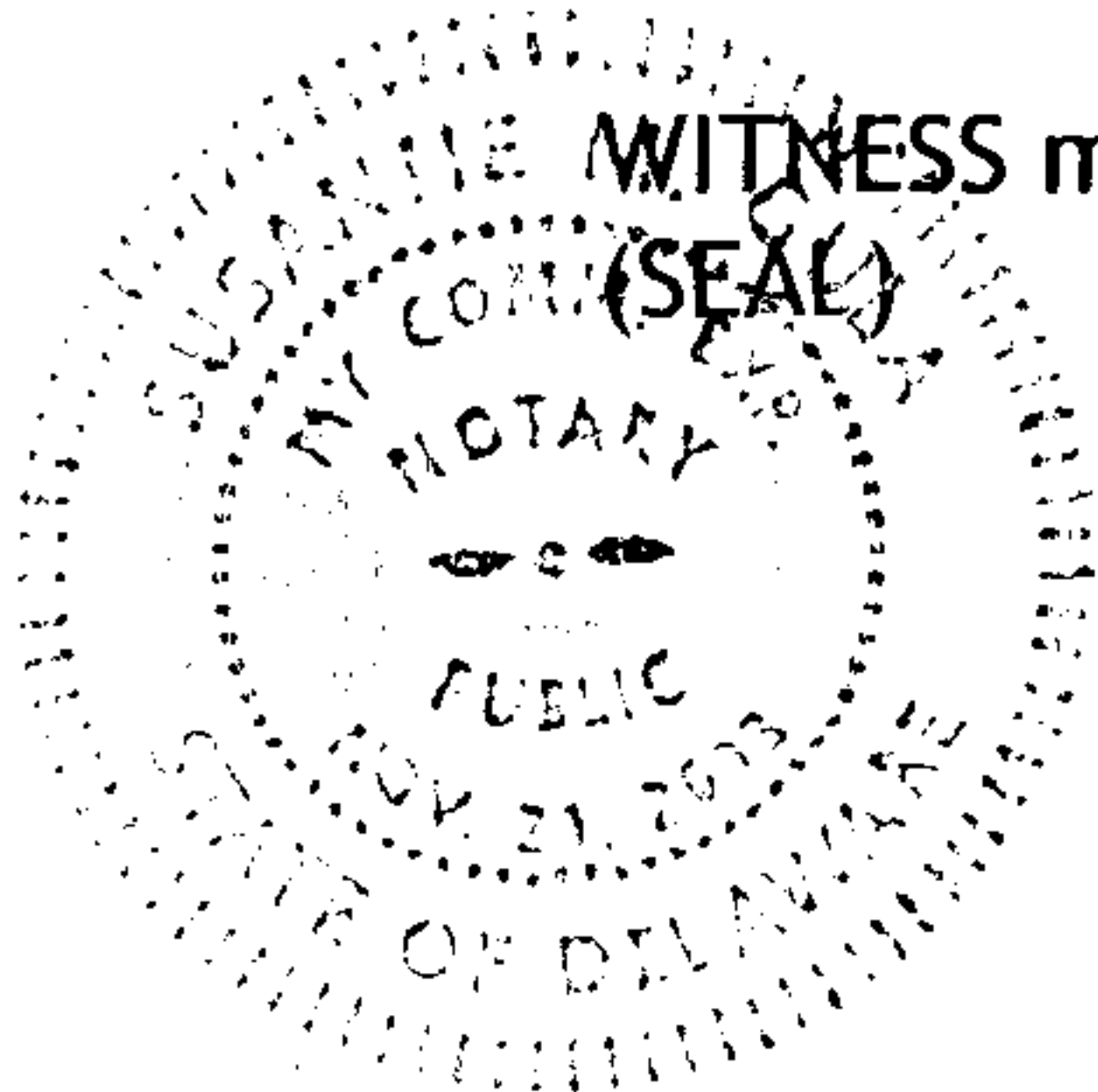
Attest: Dorri Costello  
Name: Dorri Costello  
Title: Assistant Vice President

STATE OF Delaware

COUNTY OF New Castle

On July 18, 2012, before me, the undersigned, a Notary Public in and  
for said state, personally appeared Adam B. Scozzafava, personally known to me to be the  
person whose name is subscribed to the within instrument and acknowledged to me that he  
executed the same in his authorized capacity, and that by his signature on the instrument the  
entity upon behalf of which the person acted and executed the instrument.

WITNESS my hand and official seal.



Susanne M. Gula  
Notary Public, State of Delaware

SUSANNE M. GULA  
NOTARY PUBLIC  
STATE OF DELAWARE  
My Commission Expires 11-21-2013




20121221000488090 4/5 \$25.00  
Shelby Cnty Judge of Probate, AL  
12/21/2012 11:45:16 AM FILED/CERT



## Exhibit A

Client #	Investor #	Deal
708	M49	Wilmington Trust, National Association, as Successor Trustee to Citibank, N.A., as Trustee for Lehman XS Trust, Mortgage Pass-Through Certificates, Series 2005-3
708	B08	Wilmington Trust, National Association, as Successor Trustee to Citibank, N.A., as Trustee for Lehman XS Trust, Mortgage Pass-Through Certificates, Series 2006-1
708	445	Wilmington Trust, National Association, as Successor Trustee to Citibank, N.A., as Trustee for Lehman XS Trust, Mortgage Pass-Through Certificates, Series 2006-13
708	834	Wilmington Trust, National Association, as Successor Trustee to Citibank, N.A., as Trustee for Lehman XS Trust, Mortgage Pass-Through Certificates, Series 2006-17
708	D18	Wilmington Trust, National Association, as Successor Trustee to Citibank, N.A., as Trustee for Lehman XS Trust, Mortgage Pass-Through Certificates, Series 2007-11
708	377	Wilmington Trust, National Association, as Successor Trustee to Citibank, N.A., as Trustee for Lehman Mortgage Trust, Mortgage Pass-Through Certificates, Series 2006-4
708	431	Wilmington Trust, National Association, as Successor Trustee to Citibank, N.A., as Trustee for Structured Asset Securities Corporation, Mortgage Pass-Through Certificates, Series 2004-18H
106	K82	Wilmington Trust, National Association, as Successor Trustee to Citibank, N.A., as Trustee for Structured Adjustable Rate Mortgage Loan Trust, Mortgage Pass-Through Certificates, Series 2005-3XS
708	L61	Wilmington Trust, National Association, as Successor Trustee to Citibank, N.A., as Trustee for Structured Asset Securities Corporation, Mortgage Pass-Through Certificates, Series 2005-9XS
708	B9U	Wilmington Trust, National Association, as Successor Trustee to Citibank, N.A., as Trustee for Structured Asset Securities Corporation, Mortgage Pass-Through Certificates, Series 2005-10
708	L60	
708	L90	Wilmington Trust, National Association, as Successor Trustee to Citibank, N.A., as Trustee for Structured Asset Securities Corporation, Mortgage Pass-Through Certificates, Series 2005-15
708	B39	Wilmington Trust, National Association, as Successor Trustee to Citibank, N.A., as Trustee for Structured Asset Securities Corporation, Mortgage Pass-Through Certificates, Series 2006-3H

  
 20121221000488090 5/5 \$25.00  
 Shelby Cnty Judge of Probate, AL  
 12/21/2012 11:45:16 AM FILED/CERT