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CUYAHOGA COUNTY
OFFICE OF FISCAL OFFICER - 8
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Document drafted by and
RECORDING REQUESTED BY:
PHH Mortgage Corporation
2001 Bishops Gate Blvd
SV23
Mt. Laurel, New Jersey 08054

Quality Choice Title Box SPACE ABOVE THIS LINE FOR RECORDER'S USE

LIMITED POWER OF ATTORNEY

The trusts identified on the attached Schedule A (the "Trusts"), by and through U.S. Bank National Association, a national banking association organized and existing under the laws of the United States and having an office at One Federal Street, EX-MA-FED, Boston, MA 02110, not in its individual capacity but solely as Trustee ("Trustee"), hereby constitutes and appoints PHH Mortgage Corporation ("Servicer"), and in its name, aforesaid Attorney-In-Fact, by and through any officer appointed by the Board of Directors of Servicer, to execute and acknowledge in writing or by facsimile stamp all documents customarily and reasonably necessary and appropriate for the tasks described in the items (1) through (10) below; provided however, that the documents described below may only be executed and delivered by such Attorneys-In-Fact if such documents are required or permitted under the terms of the related servicing agreements and no power is granted hereunder to take any action that would be adverse to the interests of U.S. Bank National Association. This Limited Power of Attorney is being issued in connection with Servicer's responsibilities to service certain mortgage loans (the "Loans") held by U.S. Bank National Association, as Trustee. These Loans are comprised of Mortgages, Deeds of Trust, Deeds to Secure Debt and other forms of Security instruments (collectively the "Security Instruments") and the Notes secured thereby. Please refer to Schedule A attached hereto.

This Appointment shall apply only to the following enumerated transactions and nothing herein or in the Agreement 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 re-conveyances 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.
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.

3425587

State of Ohio

) I, the Fiscal Officer of Cuyahoga County
) SS: Ohio in whose custody the Records of said County are kept, do
) hereby certify that this is a true and correct copy of the records filed
as the document number, and in the volume and on the page of
Automated Filing Number (AFN) appearing upon the face thereof.
In testimony whereof, I have hereunto subscribed my name and
affixed my official seal in the City of Cleveland, Ohio this 28 day
of AUG, 2013.

County of
Cuyahoga

Cuyahoga County
Office of the Fiscal Officer – Recording Division
Wade Steen – Fiscal Officer

By:

Duke Hunk

Deputy

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, evicting (to the extent allowed by federal, state or local laws), 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.

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.

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 Agreement, or (ii) be construed to grant the Servicer the power to initiate or defend any suit, litigation or proceeding in the name of U.S. Bank National Association, as Trustee, except as specifically provided for herein. If the Servicer receives any notice of suit, litigation or proceeding in the name of U.S. Bank National Association, as Trustee, then the Servicer shall promptly forward a copy of same to the Trustee.



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This limited power of attorney is not intended to extend the powers granted to the Servicer under the Agreement or to allow the Servicer to take any action with respect to Mortgages, Deeds of Trust or Mortgage Notes not authorized by the Agreement.

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 Agreement or the earlier resignation or removal of the Trustee under the Agreement.

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.

Witness my hand and seal this 13th day of September, 2012.

NO CORPORATE SEAL

On Behalf of the Trusts, by
U.S. Bank National Association, as Trustee


Witness: Natalia Gutierrez

By: 
David Duclos, Vice President


Witness: Mark J. Realbuto

By: 
Laura S. Cawley, Vice President


Attest: Beth A. Nally, Trust Officer

CORPORATE ACKNOWLEDGMENT

State of Massachusetts

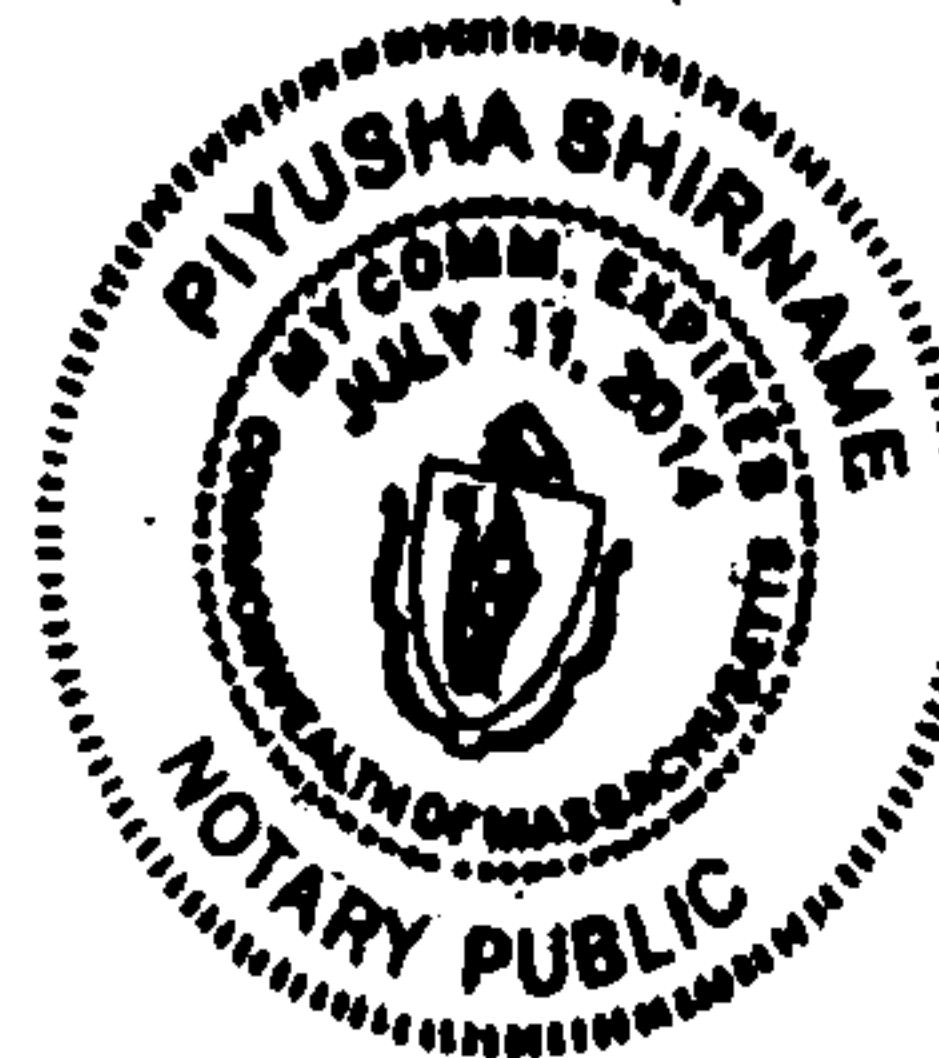
County of Suffolk

On this 13th day of September, 2012, before me, the undersigned, a Notary Public in and for said County and State, personally appeared David Duclos, Laura S. Cawley, and Beth A. Nally personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as Vice President, Vice President and Trust Officer, respectively of U.S. Bank National Association, a national banking association, and acknowledged to me that such national banking association executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

Signature: 
Piyusha Shirname

My commission expires: 07/11/2014

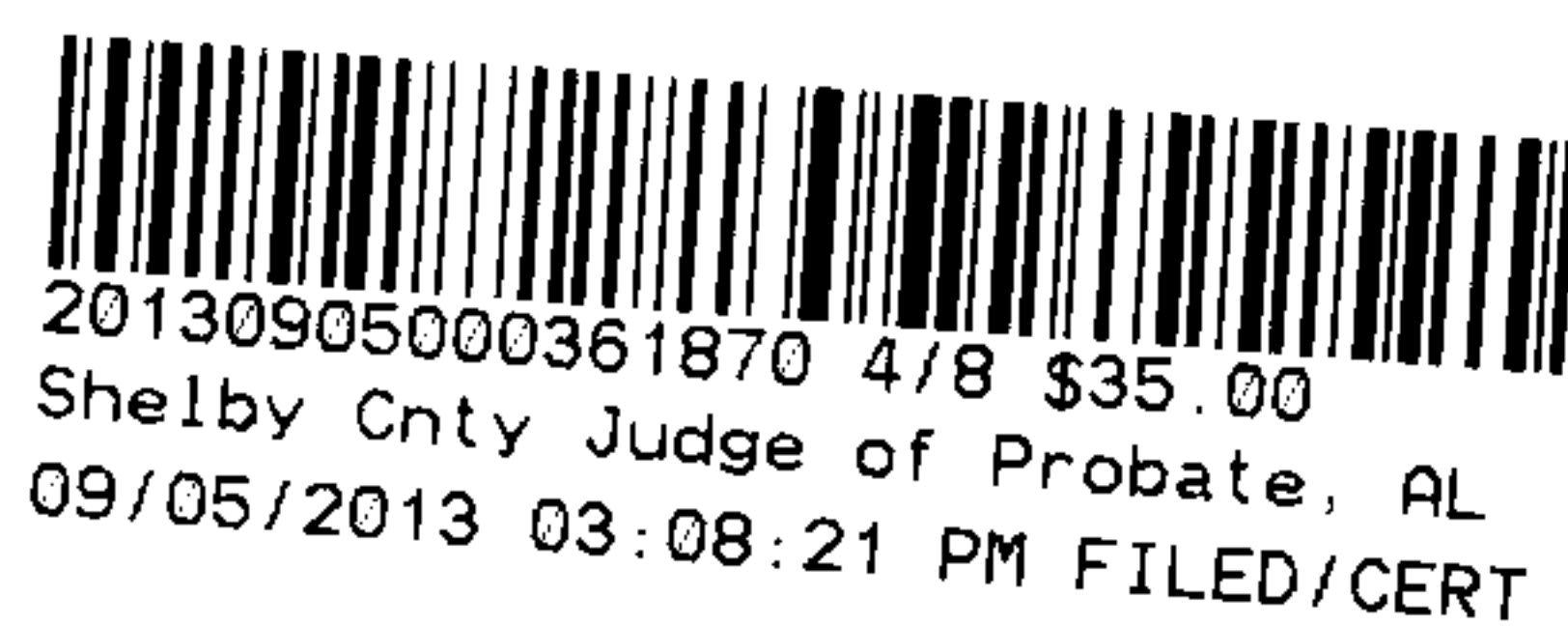


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Schedule A

U.S. Bank National Association, as Trustee, for

U.S. Bank National Association as Successor Trustee for LaSalle Bank National Association, as Trustee for the Structured Asset Securities Corporation Mortgage Pass-Through Certificates Series	2002-10H
U.S. Bank National Association, as Trustee, successor in interest to Bank One, National Association, as Trustee for CSFB 2002-AR13	CSFB 2002-AR13
U.S. Bank National Association, as Trustee for CSFB 2002-5	CSFB 2002-5
U.S. Bank National Association, as Trustee, Successor in Interest to Wachovia Bank, N.A., as Trustee, for JP MORGAN 2003-A1	JP MORGAN 2003-A1
U.S. Bank National Association, as Trustee, successor in Interest to Wachovia Bank, NA as Trustee for JP MORGAN 2003-A2	JP MORGAN 2003-A2
Successor in interest to Wachovia Bank NA, As Trustee for Trust Series WFMBS 2003-04	WFMBS 2003-4
U.S. Bank National Association, as Trustee for MASTR Asset Securitization Trust 2003-12	MASTR AST 2003-12
Mortgage Pass Through Certificates, Series 2003-12 Successor in interest to Wachovia Bank NA, As Trustee for Trust Series WFMBS 2003-17	WFMBS 2003-17
As Trustee of the Structured Asset Mortgage Investment II Inc., Bear Stearns ARM Trust, Mortgage Pass-Through Certificates, Series 2004-1	BSMART 2004-1
Bear Stearns ARM Trust 2004-1	BSMART 2004-1
U.S. Bank National Association, Successor in interest to Wachovia Bank, N.A., as Trustee for MSTR Alternative Loan Trust 2004-2	2004-2
JP Morgan Mortgage Loan Trust 2004-A1, Mortgage Pass-Through certificates, U.S. Bank N.A., as trustee, successor in Interest to Wachovia Bank, N.A., as Trustee	2004-A1
Bear Stearns Asset Backed Securities Trust BS ABS 2004-AC	BS ABS 2004-AC2
Mortgage Asset Structured Trust ALT Trust 2004-7	MASTR ALT 2004-7
Mortgage Asset Securities Trust ALT 2004-10	MASTR 2004-10



U.S. Bank National Association, as Trustee for MASTR ALTERNATIVE LOAN TRUST 2004-11	MAST ALT TRST 2004-11
Mortgage Asset Structured Trust ALT TRUST 2004-13	MAST ALT 2004-13
J.P. Morgan Trust Series 2004-S2	JPMT 2004-S2
Wells Fargo Bank NA as Master Servicer for	RBSGC 2005-A
U.S. Bank National Association, as Trustee RBSGC Mortgage Loan Trust 2005-A	
Successor in interest to Wachovia Bank, NA as Trustee of JP Morgan 2005-ALT1	JPM 2005-ALT1
Successor in interest to Wachovia Bank, NA as Trustee of JP Morgan ALT 2005-ALT 2	JPM 2005-ALT2
Successor in interest to Wachovia Bank, NA as Trustee of JP Morgan 2005-A1	JPM 2005-A-1
For JP Morgan 2005-Alternative Loan Trust 1	JPM ALT 2005-1
Successor in interest to Bank of America, National Association as successor by merger to LaSalle Bank National Association as trustee for Luminent Mortgage Trust 2005-1	Luminent Mtg Trust 2005-1
U.S. Bank National Association, as Trustee for MASTR SEASONED SECURITIZATION TRUST 2005-1	MAST SEASONED SECURITIZATION TRST 2005-1
U.S. Bank National Association, as Trustee, Successor-in- Interest to Bank of America, N.A., as Successor by Merger to LaSalle Bank, N.A. as Trustee for Thornburg Mortgage Securities Trust 2005-3	2005-3
U.S. Bank N.A. as Trustee for Adjustable Rate Mortgage-Backed Trust Series 2005-8	ARMT 2005-8
U.S. Bank National Association, as Trustee, Successor-in- Interest to Wachovia Bank, N.A., as trustee of JPM ALT 2005-ALT2	JPM 2005-ALT2
Wachovia Bank NA as Trustee for JP Morgan 2005-A2	JPM 2005-A2
Wachovia Bank NA as Trustee for JP Morgan 2005-A3	JPM 2005-A3
U.S. Bank National Association, as Trustee, successor in Interest to Wachovia Bank, NA as Trustee for Merrill Lynch Mortgage Investors Trust, Series 2005-A4	SERIES 2005-A4
U.S. BANK NATIONAL ASSOCIATION, as Trustee, Successor in interest to Wachovia Bank, National Association as Trustee for J.P. Mortgage Trust 2005-A7	JPM 2005-A7



20130905000361870 5/8 \$35.00
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U.S. Bank, National Association, as Trustee for Merrill Lynch Mortgage Investors Trust, Series 2005-A8	SERIES 2005-A8
U.S. Bank, National Association, As Trustee, successor-in-interest to Wachovia Bank, N.A., as Trustee of MLMI 2005-A8	MLMI 2005-A8
Successor in Interest to Wachovia Bank NA As Trustee for JP Morgan 2005-A8	JPM 2005-A8
U.S. Bank National Association as Trustee Successor-in-interest to Wachovia Bank NA., as Trustee for MLMI 2005-A8	MLMI 2005-A8
U.S. Bank National Association as Trustee and Wachovia Bank NA as Master Servicer and Securities Administrator for MLMI 2005-A9	MLMI 2005-A9
Bear Stearns Asset Backed Securities Trust 2005-AC2	BS ABS 2005-AC2
U.S. Bank, National Association, as Trustee, Successor-in-interest to Wachovia Bank, N.A. as Trustee for J.P. Morgan Alternative Loan Trust 2005-S1	JPMMT 2005-S1
J.P. Morgan Alternative Loan Trust 2005-S1	JPMALT 2005-S1
Successor in Interest to Wachovia Bank N.A. as Trustee of JP Morgan Trust 2005-S2	JPMMT 2005-S2
GSAA Home Equity Trust 2006-1 Asset Backed Certificates	GSAA 2006-1
Mortgage Alternative Loan Trust 2006-1	MALT 2006-1
MAST Alternative Trust 2006-1	2006-1
U.S. Bank, National Association, as Trustee, Successor in interest to Bank of America, National Association by Merger to LaSalle Bank National Association as Trustee for Thornburg Mortgage Securities Trust 2006-1	2006-1
U.S. Bank National Association, as Trustee for Series JPM ALT 2006-A1	JPM ALT 2006-A1
JP Morgan Alternative Loan Trust 2006-A1	JPMALT 2006-A1
JPMorgan Alternative Loan Trust 2006-A2	JPMALT 2006-A2
JPMorgan Alternative Loan Trust 2006-A3	JPMALT 2006-A3
JPMorgan Alternative Loan Trust 2006-A4	JPMALT 2006-A4
JPMorgan Alternative Loan Trust 2006-A5	JPMALT 2006-A5
U.S. Bank National Association as Trustee of J. P. Morgan Mortgage Trust 2006-A5	2006-A5



20130905000361870 6/8 \$35.00
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JPMorgan Alternative Loan Trust 2006-A6	JPMALT 2006-A6
U.S. Bank, N.A. as Trustee, for J.P. Morgan Trust	2006-A6
J.P. Morgan Acq Corporation I Mortgage	JPM MMT 2006-A7
Pass Through Certificates, Series 2006-A7	
U.S. Bank, N.A., as trustee for Citigroup Mortgage Loan Trust Inc	CITI
Citigroup Mortgage Loan Trust Inc. CMLTI 2006-AR3	CMLTI 2006-AR3
Residential Asset Mortgage Products Inc, Mortgage Asset Backed Pass Through Certificates, Series 2006-RS6	BMART2006-RS6
And Supplemental Interest Trust Trustee Pooling and Servicing Agreement dated as of October 30, 2006 Mortgage Asset-Backed Pass Through Certificates Series 2006-SR6	2006-RS6
J.P. Morgan Alternative Loan Trust 2006-S3	JPM ALT 2006-S3
J.P. Morgan Alternative 2006-S4	JPM ALT 2006-S4
US Bank National Association, as trustee for 2006-SA4	2006-SA4
Mortgage Pass Through Certificates Trust Series SASCO 2006-GEL 2	SASCO 2006-GEL 2
First Franklin Mortgage Loan Trust Mortgage Loan Asset Backed Certificate Series 2006-FF18	FFMT 2006-FF18
U.S. Bank National Association, as Trustee for GSR Mortgage Loan Trust 2006-1F	GSR MLT 2006-1F
Holders of Banc of America Funding Corporation Mortgage Pass-Through Certificates, series 2006-8T2	BAFC 2006-8T2
JP Morgan Alternative Loan Trust 2006-SE	JPMALT 2006-SE
As Trustee for GSR 2006-5F, Successor by MENSE Transfers from MRES solely as nominee For Cendant Mortgage	GSR 2006-5F
As trustee for GSAA Home Equity Trust 2006-12	GSAA 2006-12
U.S. Bank, N.A. as Trustee for CitiGroup Mortgage Loan Trust, Inc, CMLT 2006-04	CMLT 2006-04
As Trustee for JP Morgan 2007-A4	JPM 2007-A4



20130905000361870 7/8 \$35.00
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U.S. Bank National Associaton as Trustee
and Aurora Loan Services LLC as Master Servicer
for Structured Asset Securities Corporation
Mortgage Pass-Through Certificates, Series 2007-B4

SASCO 2007-B4

U.S. Bank National Association as Trustee
for Structured Asset Securities Corporation
Mortgage LOAN Trust 2007-BC4 Mortgage
Pass Through Certificate Series 2007-BC4

SASCO 2007-BC4

Goldman Sachs Restated Mortgage Loan Trust
Series GSR-2007-3F

GSR-2007-3F

Goldman Sachs Loan Trust Series 2007-3F

GSR 2007-3F

SASCO Mortgage Pass Through
Certificate Series **2007-GEL2**

SASCO 2007-GEL2

Lehman Mortgage Trust, Series LMT 2007-6

LMT 2007-6

Lehman Mortgage Trust Mortgage Pass-Through certificates
Series 2007-10

LMT 2007-10



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