20131017000413540 1/3 \$20.00 Shelby Cnty Judge of Probate, AL

Shelby Cnty Judge of Probate, AL 10/17/2013 02:13:41 PM FILED/CERT

RECORDING REQUESTED BY & AFTER RECORDING RETURN TO:

Ocwen Loan Servicing, LLC Upul Worthington Rd. #100 West Palm Beach, FL 33409

LIMITED POWER OF ATTORNEY

CFN 20120433111
OR BK 25559 PG 1913
RECORDED 10/29/2012 15:37:28
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1913 - 1915; (3pgs)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, The Bank of New York Mellon Trust Company, N.A. f/k/a The Bank of New York Trust Company, N.A. as successor in interest to JPMorgan Chase Bank National Association having its branch office at 525 William Penn Place, 7th Floor, Pittsburgh, PA 15259 and its main office at 700 South Flowers, 2nd Floor, Los Angeles, CA 90017-7404 (the "Bank"), hereby appoints Ocwen Loan Servicing, 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 pursuant to the Pooling and Servicing Agreement (the "Agreement") dated as of December 1, 2004 by and between Merrill Lynch Mortgage Investors, Inc., Ocwen Loan Servicing, LLC, and JPMorgan Chase Bank, National Association, in connection with MLMI SURF Trust, Mortgage Loan Asset-Backed Certificates, Series 2004-BC4 on behalf of the bank.

- 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 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 full or partial payment or other satisfaction and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.
- 6. The assignment or endorsement 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 recession 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 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; 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.

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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 venture, partner, or agent.

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.

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IN WITNESS WHEREOF, The Bank of New York Mellon Trust Company, N.A. f/k/a The Bank of New York Trust Company, N.A., as successor-in-interest to JPMorgan Chase Bank, National Association, as Trustee pursuant to that Pooling and Servicing Agreement among Merrill Lynch Mortgage Investors, Inc., (the "Depositor"), Ocwen Loan Servicing, LLC, (the "Servicer"), and the Trustee, dated as of December 1, 2004, and these present to be signed and acknowledged in its name and behalf by Andrew R. Flynn and Patricia A. Barbarino its duly elected and authorized Managing Director and Vice President this 16th day of October, 2012

> The Bank of New York Mellon Trust Company, N.A. f/k/a The Bank of New York Trust Company, N.A., as successor-in-interest to JPMorgan Chase Bank, National Association, as Trustee SURF 2004-BC4

Title: Managing Director

Name: Patricia A. Barbarino

Title: Vice President

Witness:

Thomas G. Withiam

Witness:

de: Juanita McKelton

STATE OF Pennsylvania COUNTY OF _Allegheny §

Personally appeared before me the above-named Andrew R. Flynn and Patricia A. Barbarino, known or proved 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 Trust Company, N.A. f/k/a The Bank of New York Trust Company, N.A., as successor-in-interest to JPMorgan Chase Bank, National Association, as Trustee - SURF 2004-BC4, 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 16th day of October 2012

NOTARIAL SEAL LYNNETTE M KOSUT Notary Public PITTSBURGH CITY, ALLEGHENY CNTY My Commission Expires Oct 22, 2014

Notary Public

My Commission expires: 10-22-2014

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I hereby certify that the foregoing is a true copy of the record in my office this day, Oct 30, 2012. Sharon, R. Bock, Clerk Girchit Court, Palm Beach County, Florida BY Deputy Clerk