



**After recording return to:**

Ocwen Financial Corp.  
5720 Premier Park Drive  
West Palm Beach, FL 33407-1610  
Attn: Mekeisha Neil

CFN 20130446788  
OR BK 26381 PG 1207  
RECORDED 10/10/2013 12:39:46  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pg. 1207 - 1210; (4pgs)

2987

**LIMITED POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, that effective September 26, 2013, 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 trust office at 525 William Penn Place, Pittsburgh, Pa 15259, and its main office at 400 South Hope Street, Suite 400, Los Angeles, CA 90071 (the "Bank"), hereby appoint **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 in connection with the servicing of the mortgage loans under the applicable Pooling and Servicing Agreements and Indentures listed on Schedule A hereto on behalf of the Bank in its capacity as trustee thereunder:

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:

- 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;

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- d. the cancellation/rescission of notices of default and/or notices of sale;
- e. the taking of a deed in lieu of foreclosure;
- 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
- g. to file and prosecute claims, and to appear on behalf of the Trustee, in bankruptcy cases affecting the Mortgage Note, Mortgage Deed of Trust; 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 Agreements and/or Indentures listed on Schedule A hereto, and these present to be signed and acknowledged in its name and behalf by Michael S. Thompson its duly elected and authorized Vice President and Patricia A. Barbarino its duly elected and authorized Vice President this 26th day of September, 2013.

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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, as Trustee.

By: 

Name: Michael S. Thompson

Title: Vice President

By: 

Name: Patricia A. Barbarino


Title: Vice President

Witness: 

Printed Name: Jill M. Harrington

Witness: 

Printed Name: Juanita McKelton

  
20140312000069370 3/4 \$24.00  
Shelby Cnty Judge of Probate, AL  
03/12/2014 02:02:43 PM FILED/CERT



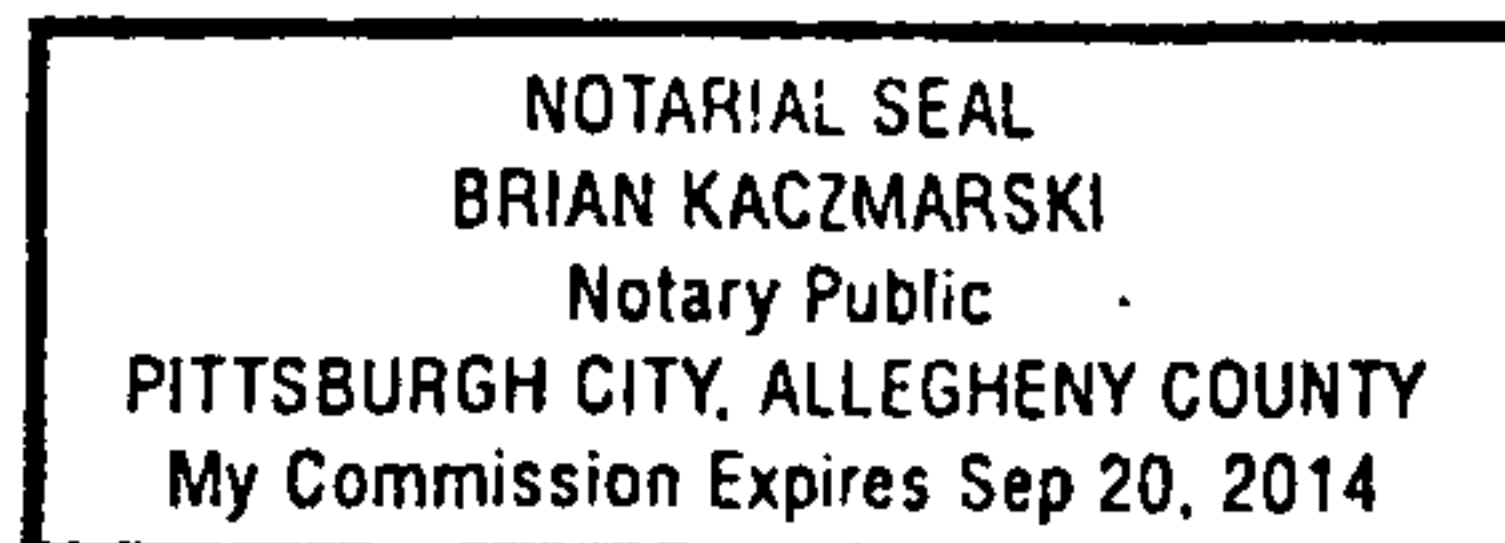
ACKNOWLEDGEMENT

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Shelby Cnty Judge of Probate, AL  
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STATE OF Pennsylvania §  
COUNTY OF Allegheny §

On September 26, 2013, Michael S. Thompson and Patricia A. Barbarino personally appeared before me, known or proved to me to be the same persons who executed the foregoing instrument and to be the Vice President and Vice President respectively of 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, as Trustee and acknowledged that they executed the same as their free act and deed and the free act and deed of the Trustee.

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



Notary Public Brian Kaczmariski  
My Commission expires: 09/20/2014

Schedule A

Pooling and Servicing Agreements

SPECIALTY UNDERWRITING AND RESIDENTIAL FINANCE TRUST MORTGAGE LOAN  
ASSET-BACKED CERTIFICATES, SERIES 2003-BC1, DATED AS OF MARCH 1, 2003

SPECIALTY UNDERWRITING AND RESIDENTIAL FINANCE TRUST MORTGAGE LOAN  
ASSET-BACKED CERTIFICATES, SERIES 2003-BC2, DATED AS OF JUNE 1, 2003

SPECIALTY UNDERWRITING AND RESIDENTIAL FINANCE TRUST MORTGAGE LOAN  
ASSET-BACKED CERTIFICATES, SERIES 2003-BC3, DATED AS OF SEPTEMBER 1, 2003

SPECIALTY UNDERWRITING AND RESIDENTIAL FINANCE TRUST MORTGAGE LOAN  
ASSET-BACKED CERTIFICATES, SERIES 2003-BC4, DATED AS OF DECEMBER 1, 2003

SPECIALTY UNDERWRITING AND RESIDENTIAL FINANCE TRUST MORTGAGE LOAN  
ASSET-BACKED CERTIFICATES, SERIES 2004-AA1, DATED AS OF OCTOBER 1, 2004

SPECIALTY UNDERWRITING AND RESIDENTIAL FINANCE TRUST MORTGAGE LOAN  
ASSET-BACKED CERTIFICATES, SERIES 2004-BC1, DATED AS OF MARCH 1, 2004

SPECIALTY UNDERWRITING AND RESIDENTIAL FINANCE TRUST MORTGAGE LOAN  
ASSET-BACKED CERTIFICATES, SERIES 2004-BC2, DATED AS OF JUNE 1, 2004

SPECIALTY UNDERWRITING AND RESIDENTIAL FINANCE TRUST MORTGAGE LOAN  
ASSET-BACKED CERTIFICATES, SERIES 2004-BC3, DATED AS OF OCTOBER 1, 2004

SPECIALTY UNDERWRITING AND RESIDENTIAL FINANCE TRUST MORTGAGE LOAN  
ASSET-BACKED CERTIFICATES, SERIES 2004-BC4, DATED AS OF DECEMBER 1, 2004

SPECIALTY UNDERWRITING AND RESIDENTIAL FINANCE TRUST MORTGAGE LOAN  
ASSET-BACKED CERTIFICATES, SERIES 2005-BC1, DATED AS OF MARCH 1, 2005

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I hereby certify that the foregoing is a true copy  
of the record in my office this day, Oct 25, 2013.

Sharon R. Bock, Clerk Circuit Court, Palm Beach County, Florida  
BY Noreen McGowan Deputy Clerk