


**After Recording Return To:**  
**Nationstar Mortgage LLC**  
**ATTN: POA's**  
**2617 College Park Drive**  
**Scottsbluff, NE 69361**

## LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Wilmington Trust, National Association, as successor trustee to Citibank, N.A. (the "Trustee") in connection with the Pooling and Servicing Agreement (the "Agreement") relating to each of the certificates described on Exhibit A attached hereto, each Agreement by and among as servicer (the "Servicer"), Wilmington Trust, National Association, as successor Trustee, and others, hereby constitutes and appoints Nationstar Mortgage LLC by and through the Servicer's officers, 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 Agreement 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 "Deeds of Trust" respectively), retail installment contracts ("other security instruments") and promissory notes secured thereby (the "Mortgage Notes") for which the undersigned is acting as Trustee for various certificateholders for the (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/or assignment of the Mortgage or Deed of Trust) and for which Nationstar Mortgage LLC is acting as servicer. **Please refer to Exhibit "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, or re-titling of other security instruments, where said modification, re-recording or re-titling is being done solely for the purpose of correcting the Mortgage, Deed of Trust or other security instruments 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, re-recording, or re-titling in either instance, does not adversely affect the lien position of the Mortgage, Deed of Trust or other security instruments as insured and (ii) otherwise conforms to the provision 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 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 recordation of same (if necessary).
5. The full or partial satisfaction/release of a Mortgage or Deed of Trust or full or partial conveyance upon payment and discharge of the necessary limitation, cancellation of the related Mortgage Note.
6. The assignment of any Mortgage, Deed of Trust or other security instrument and the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby.

  
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Utah County Recorder  
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RECORDED FOR Metro National Title  
ELECTRONICALLY RECORDED



7. The full assignment of a Mortgage, Deed of Trust or other security instrument 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 sale;
  - e. The taking of deed-in-lieu of foreclosure;
  - f. The appearing in the prosecuting bankruptcy proceedings; and
  - g. 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 paragraph 8.a. through 8.f. above.
9. With respect to other security instruments the power to:
  - a. Perform any other necessary acts of foreclosure and/or eviction.
10. With respect to the sale of real 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 real property.
11. The modification or amendment of escrow agreements established for repairs to the mortgaged property.
12. The endorsement of loss drafts or other checks that are necessary to effectuate proper servicing of the loan.
13. When requested by the Trustee, respond to litigation complaints, naming the Trustee as a defendant. Trustee will be apprised of potential litigation by Master Servicer as soon as commercially reasonable.
14. To the extent permitted by law, the appearance in legal and administrative proceedings, actions, disputes, and matters concerning loan collateral and real estate owned, and the execution of documents necessary to effectuate such appearance, including without limitation, affidavits, pleadings, settlements, agreements, stipulations, and letters of consent.

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 the Limited Power of Attorney shall be effective as of the date hereof.

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 or 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 brought against Wilmington Trust, National Association as successor



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Trustee for the applicable trust, 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 as successor Trustee, then the Servicer shall forward a copy of same to the Trustee within a reasonable period of time.


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. Notwithstanding anything contained herein to the contrary, the Servicer shall not, without the Trustee's written consent, and such consent shall not be unreasonably withheld: (i) initiate any action, suit or proceeding directly relating to the servicing of a Mortgage Loan solely under the Trustee's name without indicating the Servicer in its applicable, representative capacity, so long as the jurisdictional and procedural rules will allow for this insertion to occur, (ii) initiate any action, suit or proceeding not directly relating to the servicing of a Mortgage Loan (including but not limited to actions, suits or proceedings against Certificateholders, or against the Depositor or any Mortgage Loan Seller for breaches of representations and warranties) solely under the Trustee's name, (iii) engage counsel to represent the Trustee in any action, suit or proceeding not directly relating to the servicing of a Mortgage Loan (including but not limited to actions, suits or proceedings against Certificateholders, or against the Depositor or any Mortgage Loan Seller for breaches of representations and warranties), or (iv) prepare, execute or deliver any government filings, forms, permits, registrations or other documents or take any action with the intent to cause, and that actually causes, the Trustee to be registered to do business in any state.

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.

This Limited Power of Attorney is entered into and shall be governed by the laws of the State of Delaware, without regard to conflicts of law principles of such state.

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

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.

  
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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 6th day of February, 2014.

Wilmington Trust, National Association, solely as  
successor to Citibank, N.A. in its capacity as  
Trustee for the trusts listed on Exhibit A

By: J. Luce  
Name: Jennifer A. Luce  
Title: Vice President

Witness: Matthew Hollis  
Printed Name: Matthew Hollis

Witness: M. Cooper  
Printed Name: Martina Cooper

Attest: Yvette Howell  
Name: Yvette Howell  
Title: Assistant Vice President

Corporate Seal

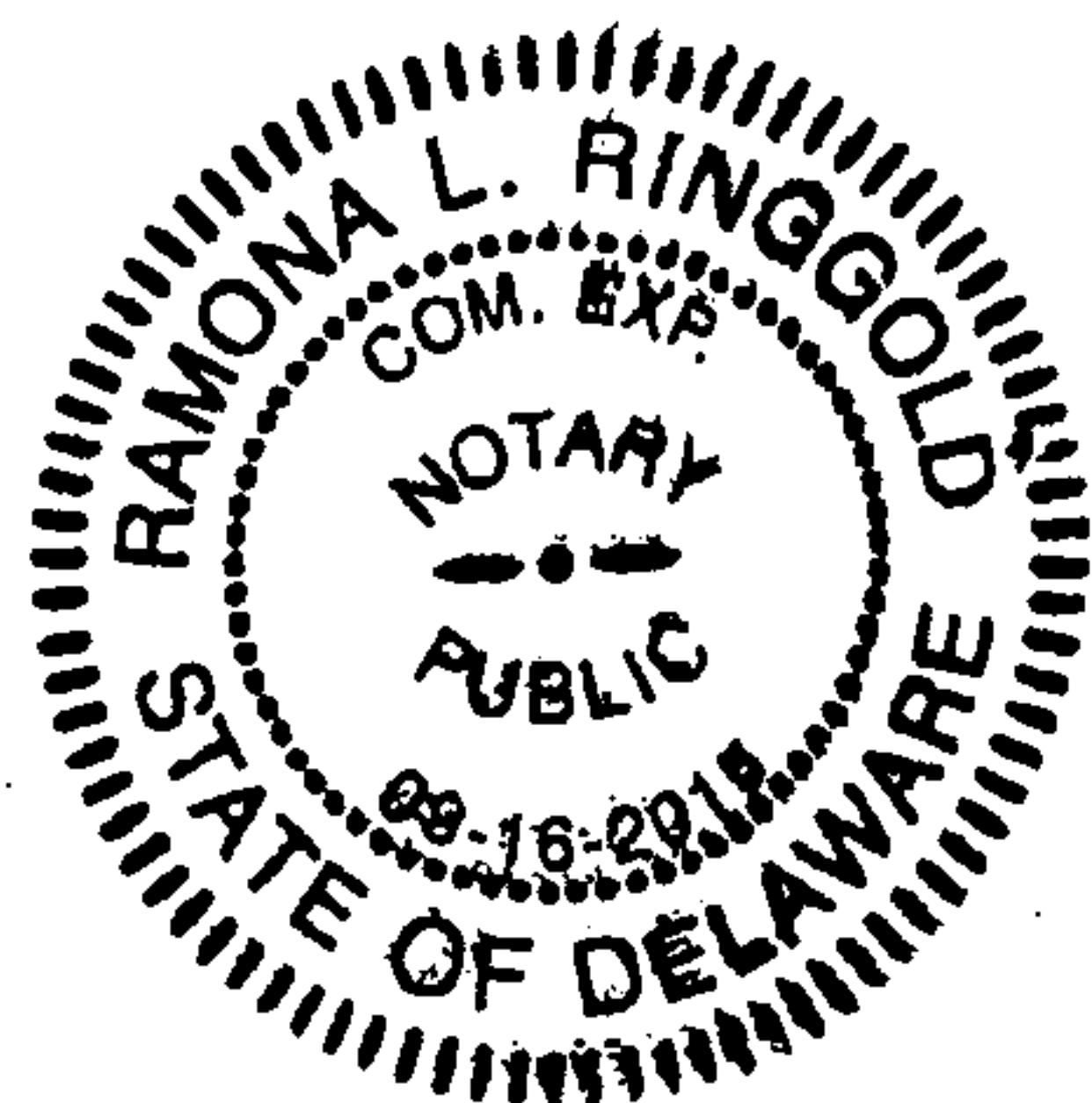
Acknowledged and Agreed  
Nationstar Mortgage LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF DELAWARE  
COUNTY OF NEW CASTLE

On February 6, 2014 before me, the undersigned, a Notary Public in and for said state, personally appeared Jennifer A. Luce, Vice President of Wilmington Trust, National Association, as successor Trustee to Citibank, N.A. for the trusts listed on Exhibit A personally known to me to be the person whose name is subscribed to the within instrument and acknowledge to me that he/she executed that same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted and executed the instrument.

WITNESS my hand and official seal.  
(Seal)



Ramona L. Ringgold  
Notary Public, State of Delaware

RAMONA L. RINGGOLD  
NOTARY PUBLIC  
STATE OF DELAWARE  
My Commission Expires 09-16-2015



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**NATIONSTAR MORTGAGE LLC**

**as Servicer**

By: 

Name: Julie Martinez

Title: Assistant Secretary

Witness: 

Name: Ronda Van Winkle

Witness: 

Name: Kerri Weinmaster

**ACKNOWLEDGEMENT**

**STATE OF NEBRASKA**

**COUNTY OF SCOTTS BLUFF**

On Feb. 10th, 2014, before me a Notary Public in and for said State, personally appeared Julie Martinez, known to me to be an Assistant Secretary of Nationstar Mortgage LLC that executed the within instrument, and also known to me to be the person who executed said instrument on behalf of such corporation and acknowledged to me that such limited liability company executed the within instrument.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



  
Helen Scott

NOTARY PUBLIC

My Commission expires: October 25, 2016


  
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EXHIBIT A

1. Wilmington Trust, National Association, as Successor Trustee to Citibank, N.A., as Trustee for Bear Stearns Asset Backed Securities Trust 2007-SD3, Asset-Backed Certificates, Series 2007-SD3
2. Wilmington Trust, National Association, as Successor Trustee to Citibank, N.A., as Trustee for Bear Stearns ALT-A Trust, Mortgage Pass-Through Certificates, Series 2007-1
3. Wilmington Trust, National Association, as Successor Trustee to Citibank, N.A., as Trustee for Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-HE2
4. Wilmington Trust, National Association, as Successor Trustee to Citibank, N.A., as Trustee for Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2006-HE5
5. Wilmington Trust, National Association, as Successor Trustee to Citibank, N.A., as Trustee for Structured Asset Mortgage Investments II Trust 2007-AR1, Mortgage Pass-Through Certificates, Series 2007-AR1
6. Wilmington Trust, National Association, as Successor Trustee to Citibank, N.A., as Trustee for Structured Asset Mortgage Investments II Trust 2007-AR2, Mortgage Pass-Through Certificates, Series 2007-AR2
7. Wilmington Trust, National Association, as Successor Trustee to Citibank, N.A., as Trustee for Structured Asset Mortgage Investments II Trust 2007-AR3, Mortgage Pass-Through Certificates, Series 2007-AR3
8. Wilmington Trust, National Association, as Successor Trustee to Citibank, N.A., as Trustee for Bear Stearns ALT-A Trust, Mortgage Pass-Through Certificates, Series 2006-4
9. Wilmington Trust, National Association, as Successor Trustee to Citibank, N.A., as Trustee for Bear Stearns ALT-A Trust, Mortgage Pass-Through Certificates, Series 2006-5
10. Wilmington Trust, National Association, as Successor Trustee to Citibank, N.A., as Trustee for Bear Stearns ALT-A Trust, Mortgage Pass-Through Certificates, Series 2006-6
11. Wilmington Trust, National Association, as Successor Trustee to Citibank, N.A., as Trustee for Bear Stearns ALT-A Trust, Mortgage Pass-Through Certificates, Series 2006-7
12. Wilmington Trust, National Association, as Successor Trustee to Citibank, N.A., as Trustee for Bear Stearns ALT-A Trust, Mortgage Pass-Through Certificates, Series 2006-8
13. Wilmington Trust, National Association, as Successor Trustee to Citibank, N.A., as Trustee for Bear Stearns ALT-A Trust, Mortgage Pass-Through Certificates, Series 2007-3

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STATE OF UTAH  
COUNTY OF UTAH

I THE UNDERSIGNED RECORDER OF UTAH COUNTY, UTAH  
DO HEREBY CERTIFY THAT THE AMENDED AND FOREGOING IS A  
TRUE COPY OF THE ORIGINAL RECORDED DOCUMENT IN THE  
OFFICE RECORD IN MY OFFICE AS THE SAME APPEARS IN  
ENTRY 11474-14 PAGES 6

BOOK — AT PAGE —

WITNESS MY HAND AND SEAL OF SAID OFFICE THIS 19

DAY OF August 20 14

JEFFERY SMITH, RECORDER

Jeffery Smith DEPUTY



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