

E 2789851 B 5954 P 543-548
RICHARD T. NAUGHAN
DAVIS COUNTY, UTAH RECORDER
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DEP RTT REC'D FOR SELECT PORTFOLIO
SERVICING INC

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Wilmington Trust, National Association (the "Trustee"), as successor trustee to Citibank, N.A. for the trusts identified on Exhibit A hereto (the "Trusts"), hereby constitutes and appoints Select Portfolio Servicing, Inc. (the "Servicer") the Trustee's true and lawful Attorney-in-Fact, and hereby grants the Servicer authority and power to take, through its duly authorized officers and designated agents, the actions enumerated below in the Trustee's name, place and stead and for the Trustee's benefit, in connection with the performance of the Servicer's duties under the pooling and servicing agreements identified on Exhibit A hereto (and the related servicing agreements and assignment, assumption and recognition agreements) by and between, among others, the Trustee, as trustee, and the Servicer, as servicer or master servicer, or their respective predecessors in interest (such agreements, collectively, the "Agreements"), pursuant to which the Servicer services or administers certain mortgage loans (each, a "Mortgage Loan") or real estate owned ("REO Property") on behalf of the Trustee for one or another of the Trusts. This Limited Power of Attorney is granted solely for the purpose of authorizing and empowering the Servicer to perform such acts and execute such documents in the name of the Trustee as are necessary and appropriate to effectuate the following enumerated transactions in respect of any Mortgage Loan—each of which comprises one or more mortgages, deeds of trust, retail installment contracts, or other security instruments (each, a "Mortgage"), the promissory notes secured thereby (each, a "Mortgage Note"), and the property encumbered thereby—or REO Property. **Please refer to Exhibit "A" attached hereto.**

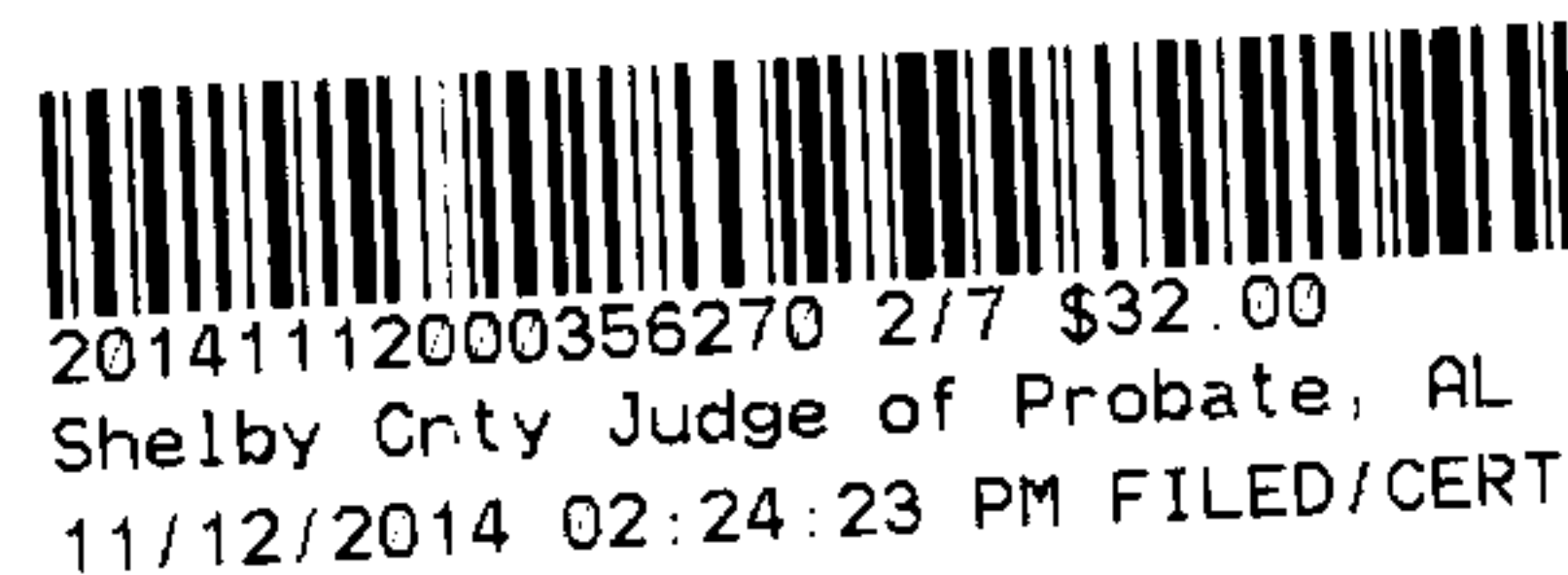
This Appointment shall apply only to the following enumerated transactions in respect of any Mortgage Loan or REO Property, when necessary or appropriate to service or administer such Mortgage Loan or REO Property under the Agreements, and nothing herein or in the Agreements shall be construed to the contrary:

1. The modification, re-recording or re-titling of a Mortgage, where said modification, re-recording or re-titling is being done solely 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; provided that (i) said modification, re-recording, or re-titling does not adversely affect the lien position of the Mortgage as insured and (ii) otherwise conforms to the provisions of the Agreements.
2. The subordination of the lien of a Mortgage (i) to an easement in favor of a public utility company of a government agency or unit with powers of eminent domain, or (ii) for the purposes of refinancing the Mortgage Loan; this section shall include, without limitation, the execution of partial satisfactions/releases, partial reconveyances or the execution of requests to the Trustee 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 REO Property, or conveyance of title to REO Property.
4. The completion of loan assumption agreements, and recordation of same (if necessary).
5. The full or partial satisfaction/release of a Mortgage or full or partial conveyance upon payment and discharge of the necessary limitation, and cancellation of the related Mortgage Note.
6. The assignment of a 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. The performance of all steps necessary to realize on insurance policies, including with respect to and without limitation, foreclosures, short sales, deeds in lieu of foreclosure,


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- and sale of REO Property, and the exercise of any rights of the Trustee under any insurance agreements.
9. The execution of bonds, notes, mortgages and other contracts, agreements and instruments regarding the borrowers and/or the property, including but not limited to the execution of releases, satisfactions, assignments, loan modification agreements, loan assumption agreements, subordination agreements, property adjustment agreements, and other instruments pertaining to mortgages, and execution of deeds and associated instruments, if any, conveying the property, in the interest of Wilmington Trust, National Association, as Trustee.
 10. With respect to any Mortgage, demanding, suing for, recovering, collecting and receiving each and every sum of money, debt, account and interest (which now is, or hereafter shall become due and payable) belonging to or claimed by Wilmington Trust, National Association, as Trustee, and using or taking any lawful means for recovery by legal process or otherwise, including, without limitation, 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 appearance in and prosecution of 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 or state law to expeditiously complete said transactions in paragraph 10.a. through 10.f. above.
 11. With respect to any Mortgage, the power to:
 - a. Perform any other necessary acts of foreclosure and/or eviction.
 12. With respect to the sale of REO Property, 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.
 13. The modification or amendment of escrow agreements established for repairs to the mortgaged property.
 14. The endorsement of loss drafts or other checks that are necessary to effectuate proper servicing of the loan.
 15. When requested by the Trustee, respond to litigation complaints, naming the Trustee as a defendant. Trustee will be apprised of potential litigation by the Servicer as soon as commercially reasonable.

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.



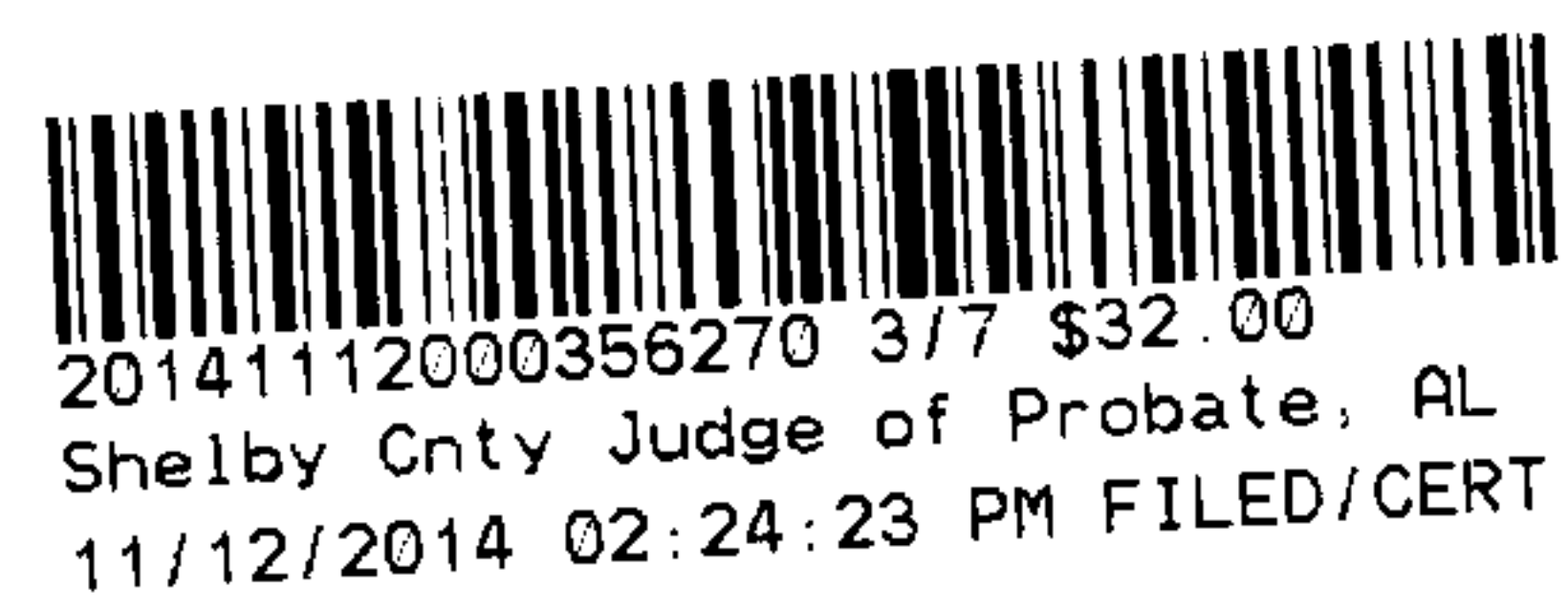
Nothing contained herein shall (i) limit in any manner any indemnification provided by the Servicer to the Trustee under the Agreements, or (ii) be construed to grant the Servicer the power to initiate or defend any suit, litigation or proceeding brought against Wilmington Trust Company as successor 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 Company 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 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. 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.

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.



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 8th day of November, 2013.

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

Attest: J. Oller
Name: Jeanne M. Oller
Title: Vice President

Witness: Candi Travers
Printed Name: Candi Travers

{Corporate Seal}

Witness: Matthew Hollis
Printed Name: Matthew Hollis

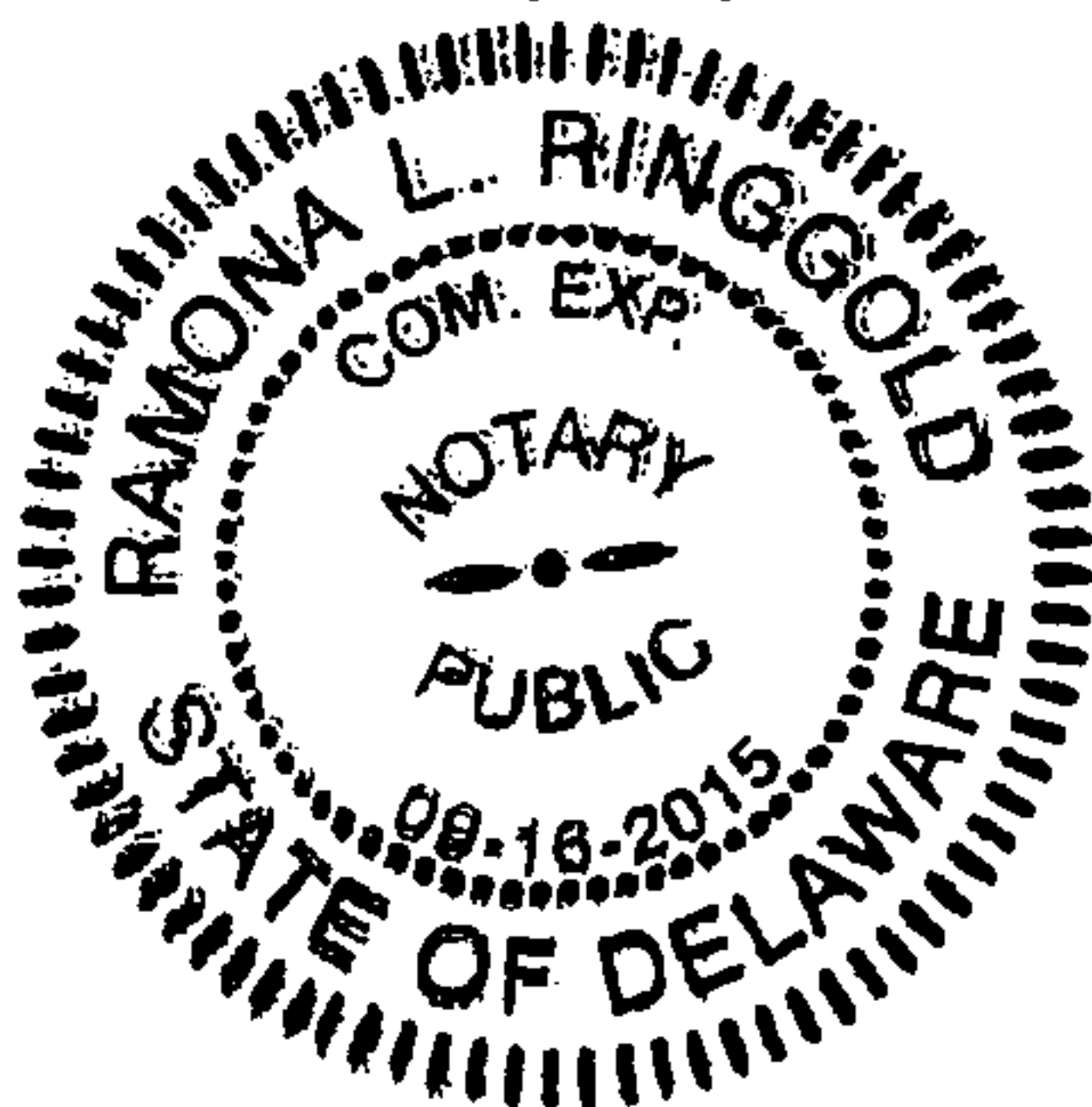
Acknowledged and Agreed
Select Portfolio Servicing, Inc.

By: Scott Hansen
Name: Scott Hansen
Title: VP SPS Counsel

STATE OF DELAWARE
COUNTY OF NEW CASTLE

On November 8, 2013 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)



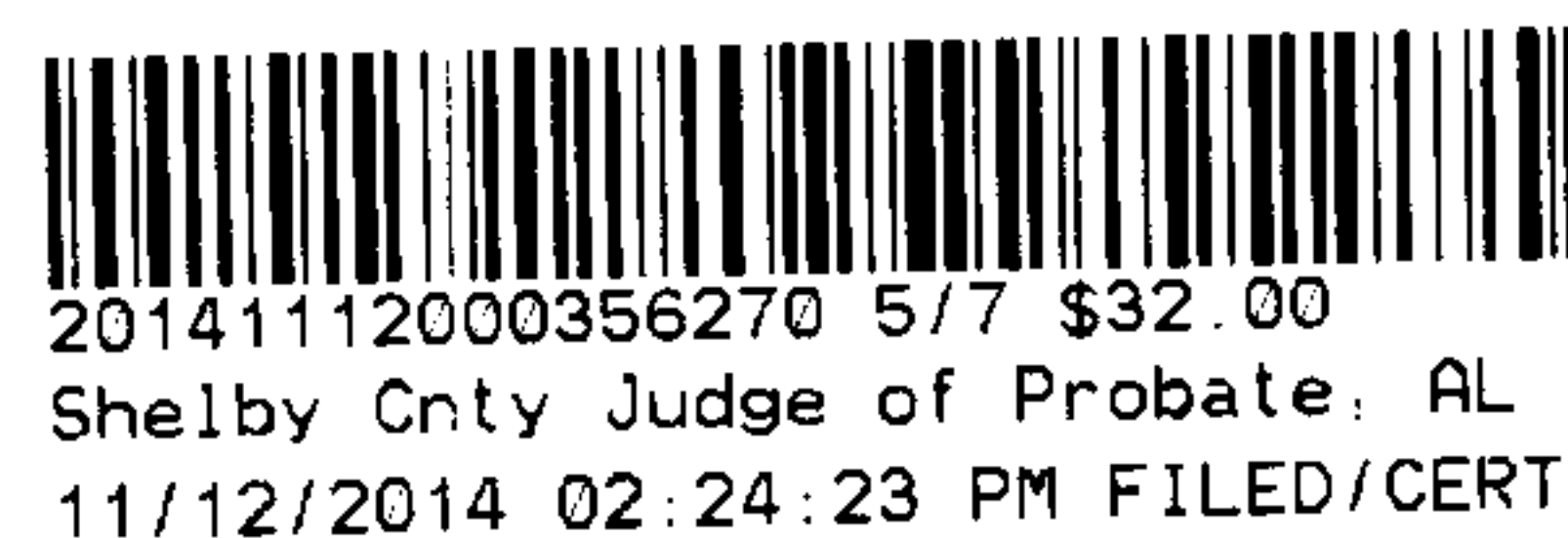
Ramona L. Ringgold
Notary Public, State of Delaware

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


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EXHIBIT A

1. Citibank N.A., as Trustee for the Bear Stearns ALT-A Trust II, Mortgage Pass-Through Certificate Series 2007-1
2. Citibank N.A., as Trustee for the Bear Stearns ALT-A Trust, Mortgage Pass-Through Certificate Series 2006-4
3. Citibank N.A., as Trustee for the Bear Stearns ALT-A Trust, Mortgage Pass-Through Certificate Series 2006-5
4. Citibank N.A., as Trustee for the Bear Stearns ALT-A Trust, Mortgage Pass-Through Certificate Series 2006-6
5. Citibank N.A., as Trustee for the Bear Stearns ALT-A Trust, Mortgage Pass-Through Certificate Series 2006-7
6. Citibank N.A., as Trustee for the Bear Stearns ALT-A Trust, Mortgage Pass-Through Certificate Series 2006-8
7. Citibank N.A., as Trustee for the Bear Stearns ALT-A Trust, Mortgage Pass-Through Certificate Series 2007-1
8. Citibank N.A., as Trustee for the Bear Stearns ALT-A Trust, Mortgage Pass-Through Certificate Series 2007-2
9. Citibank N.A., as Trustee for the Bear Stearns ALT-A Trust, Mortgage Pass-Through Certificate Series 2007-3
10. Citibank N.A., as Trustee for the Bear Stearns Asset Backed Securities Trust 2007-SD1, Asset Backed Certificate Series 2007-SD1
11. Citibank, N.A., as Trustee for the benefit of registered holders of Structured Asset Mortgage Investment II Inc., Bear Sterns ARM Trust, Mortgage Pass-Through Certificates Series 2007-4
12. Citibank, N.A., as Trustee for the benefit of registered holders of Structured Asset Mortgage Investment II Inc., Bear Sterns ARM Trust, Mortgage Pass-Through Certificates Series 2006-4
13. Citibank, N.A., as Trustee for the benefit of registered holders of Structured Asset Mortgage Investment II Trust 2007-AR1, Mortgage Pass-Through Certificates Series 2007-AR1
14. Citibank, N.A., as Trustee for the benefit of registered holders of Structured Asset Mortgage Investment II Trust 2007-AR2, Mortgage Pass-Through Certificates Series 2007-AR2
15. Citibank, N.A., as Trustee for the benefit of registered holders of Structured Asset Mortgage Investment II Trust 2007-AR3, Mortgage Pass-Through Certificates Series 2007-AR3



16. Citibank, N.A., as Trustee for the benefit of registered holders of Structured Asset Mortgage Investment II Trust 2007-AR5, Mortgage Pass-Through Certificates Series 2007-AR5
17. Citibank, N.A., as Trustee for the benefit of registered holders of Bear Sterns Asset Backed Securities 2007-2, Asset-Backed Certificates Series 2007-2
18. Citibank, N.A., as Trustee for the benefit of registered holders of Bear Sterns Asset Backed Securities I LLC, Asset-Backed Certificates Series 2006-HE3
19. Citibank, N.A., as Trustee for the benefit of registered holders of Bear Sterns Asset Backed Securities I LLC, Asset-Backed Certificates Series 2006-HE4
20. Citibank, N.A., as Trustee for the benefit of registered holders of Structured Asset Mortgage Investment II Trust 2007-AR7, Mortgage Pass-Through Certificates Series 2007-AR7
- 21 Citibank, N.A., as Trustee for the benefit of registered holders of Structured Asset Mortgage Investment II Trust 2007-AR6, Mortgage Pass-Through Certificates Series 2007-AR6
22. Citibank, N.A., as Trustee for the benefit of registered holders of Bear Sterns Asset Backed Securities 2007-SD2, Asset-Backed Certificates Series 2007-SD2
23. Citibank, N.A., as Trustee for the benefit of registered holders of Bear Sterns Asset Backed Securities 2007-SD3, Asset-Backed Certificates Series 2007-SD3



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STATE OF UTAH)
COUNTY OF DAVIS) ss.

I, THE UNDERSIGNED, RECORDER OF DAVIS COUNTY, UTAH, DO
HEREBY CERTIFY THAT THE ANNEXED AND FOREGOING IS A TRUE AND
FULL COPY OF AN ORIGINAL DOCUMENT ON FILE IN MY OFFICE AS SUCH
RECORDER.

WITNESS MY HAND AND SEAL OF SAID OFFICE

THIS 12 DAY OF February, 2014

RICHARD T. MAUGHAN, RECORDER

Mary Christensen DEPUTY

6 pages