

20150709000231170
07/09/2015 08:18:20 AM
POA 1/6

Recording Requested by and
When Recorded Return to:
SECURITY CONNECTIONS, INC.
240 TECHNOLOGY DR.
IDAHO FALLS, ID 83401
(208)552-8317

Prepared by:
ERIN JENSEN
OCWEN LOAN SERVICING, LLC
3451 HAMMOND AVENUE
WATERLOO IA 50702

670124640
LIMITED POWER OF ATTORNEY

When Recorded Return P.O.
Ocwen Loan Servicing, LLC
1661 Worthington Road, Suite 100
West Palm Beach, FL 33409

Book and Page: 10084 589



20150709000231170 07/09/2015 08:18:20 AM POA 2/6

FILE NUM 20120326235 OR BOOK/PAGE 25395/0665 DATE: 08/16/2012 10:21:28 Pgs 0665 - 668: (5pgs)
Sharon R. Beck, CLERK & COMPTROLLER

2129

LIMITED POWER OF ATTORNEY

1. Wells Fargo Bank, National Association, successor by merger to Wells Fargo Bank Minnesota, National Association (formerly known as Norwest Bank Minnesota, National Association), not in its individual or banking capacity, but solely in its capacity as trustee or indenture trustee (the "Trustee") of those certain trusts set forth on the attached Exhibit A (each, a "Trust", and collectively, the "Trusts") under the respective Pooling and Servicing Agreements, Trust Agreements, and/or Indentures, as applicable, and any related governing transactional and servicing agreement(s) (collectively, the "Agreements") hereby constitutes and appoints:

Ocwen Loan Servicing, LLC

solely in its capacity as the Servicer under the Agreements and as successor servicer to Litton Loan Servicing LP, as its true and lawful attorney-in-fact, acting by and through its authorized officers, with full authority and power to execute and deliver on behalf of the Trustee any and all of the following instruments to the extent consistent with the terms and conditions of the Agreements:

(i) all documents with respect to residential mortgage loans serviced for the Trust by the Servicer which are customarily and reasonably necessary and appropriate for the satisfaction, cancellation, or partial or full release of any mortgages, deeds of trust, or deeds to secure debt upon payment and discharge of all sums secured thereby;

(ii) all documents and instruments necessary to conduct any (a) foreclosure, or (b) the taking of any deed in lieu of foreclosure, or (c) any judicial or non-judicial foreclosure or termination, cancellation, or rescission of any such foreclosure, or (d) any similar procedure (collectively, as applicable, a "Foreclosure");

(iii) instruments appointing one or more substitute trustees or special purpose entities ("SPEs") to act in place of the corresponding entity named in any deed of trust;

(iv) affidavits of debt, notice of default, declaration of default, notices of foreclosure, and all such contracts, agreements, deeds, and instruments as are appropriate to (a) maintain any real property acquired through Foreclosure, or (b) effect any sale, transfer, or disposition of real property acquired through Foreclosure;

(v) all documents and instruments necessary to effect any assignment of mortgage or assignment of deed of trust; and

(iv) all other comparable instruments.

2. This Limited Power of Attorney shall apply only to the foregoing enumerated transactions and shall be limited to the above-mentioned exercise of power. This instrument is to be construed and interpreted only 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 should not be construed as, a general power of attorney.

3. Third parties without actual notice may rely upon the power granted to said attorney-in-fact under this Limited Power of Attorney and may assume that, upon the exercise of such power, all conditions precedent to such exercise of power have been satisfied and this Limited Power of Attorney has not been revoked. This Limited Power of Attorney shall supersede and replace any other limited power of attorney executed by the Trustee in connection with the Agreements in favor of the Servicer and any such other limited power of attorney shall be deemed revoked by this writing.

4. This Limited Power of Attorney is effective as of the date below and shall remain in full force and effect until (a) revoked in writing by the Trustee, or (b) as to any specific Trust, the termination, resignation or removal of the Trustee as trustee of such Trust, or (c) as to any specific Trust, the

2
1031

LS855151

20150709000231170 07/09/2015 08:18:20 AM POA 3/6

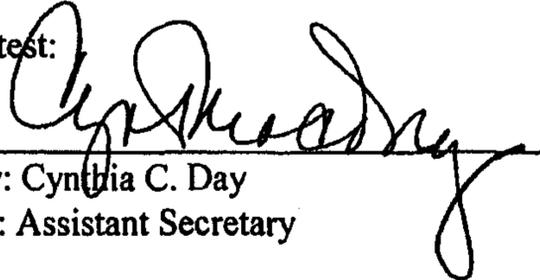
termination, resignation or removal of the Servicer as a servicer of such Trust, or (d) as to any specific Trust, the termination of the Agreement related to such Trust, whichever occurs earlier.

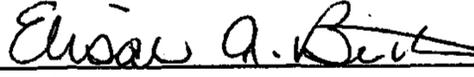
5. Nothing contained in this Limited Power of Attorney shall (i) limit in any manner any indemnification obligation provided by the Servicer to the Trustee or Trust under the Agreements or any document related thereto; or (ii) be construed to grant the Servicer the power to initiate or defend any suit, litigation, or proceeding in the name of the Trustee or Trust except as specifically provided for herein or under the Agreements.

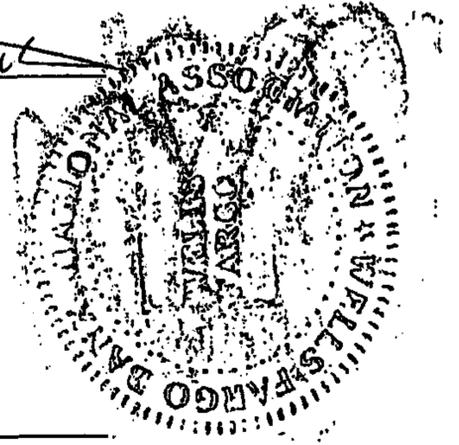
Dated: December 14, 2011

Wells Fargo Bank, National Association
not in its individual or banking capacity, but
solely as Trustee on behalf of the Trust(s)

Attest:

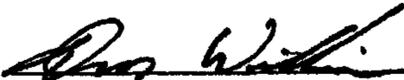

By: Cynthia C. Day
Its: Assistant Secretary


By: Elisabeth A. Brewster
Its: Vice President



Unofficial Witnesses:


Matthew Shaw

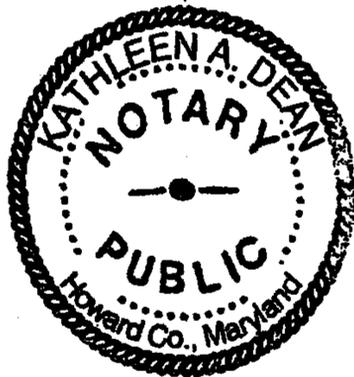

Daniel Williamson

STATE OF MARYLAND
COUNTY OF HOWARD

ss:

On the 14th day of December 2011 before me, Kathleen A. Dean, a Notary in and for said State, personally appeared Elisabeth A. Brewster, known to me to be Vice President of Wells Fargo Bank, N.A., and also known to me to be the person who executed this Limited Power of Attorney on behalf of Wells Fargo Bank, N.A., as Trustee, and acknowledged to me that Wells Fargo Bank, N.A., as Trustee, executed this Limited Power of Attorney.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my office seal the day and year written above,




Notary Public: Kathleen A. Dean
My commission expires 2-6-2013

20150709000231170 07/09/2015 08:18:20 AM POA 4/6

Exhibit A

Pooling and Servicing Agreement dated as of August 1, 2003 Merrill Lynch Mortgage Investors Trust Mortgage Loan Asset-Backed Certificates, Series 2003-WMC3

POOLING AND SERVICING AGREEMENT Dated as of February 1, 2003 MERRILL LYNCH MORTGAGE INVESTORS TRUST MORTGAGE LOAN ASSET-BACKED CERTIFICATES, SERIES 2003-WMC1

POOLING AND SERVICING AGREEMENT Dated as of April 1, 2005 Asset-Backed Pass-Through Certificates Series 2005-WHQ2

POOLING AND SERVICING AGREEMENT Dated as of February 1, 2005 Asset-Backed Pass-Through Certificates Series 2005-WHQ1

POOLING AND SERVICING AGREEMENT Dated as of November 1, 2004 Asset-Backed Pass-Through Certificates Series 2004-WHQ2

POOLING AND SERVICING AGREEMENT Dated as of October 1, 2004 Asset-Backed Pass-Through Certificates Series 2004-MHQ1

POOLING AND SERVICING AGREEMENT Dated as of September 1, 2004 Asset-Backed Pass-Through Certificates Series 2004-WHQ1

Pooling and Servicing Agreement dated as of February 1, 2004 First Franklin Mortgage Loan Trust Mortgage Loan Asset-Backed Certificates, Series 2004-FF1

Pooling and servicing agreement dated as of April 1, 2004 Asset Backed Securities Corporation Home Equity Loan Trust 2004-HE2 Asset Backed Pass-Through Certificates, Series 2004-HE2

Pooling and Servicing Agreement dated as of April 1, 2004 Merrill Lynch Mortgage Investors Trust Mortgage Loan Asset-Backed Certificates, Series 2004-WMC3

Pooling and Servicing Agreement dated as of January 1, 2004 Merrill Lynch Mortgage Investors Trust Mortgage Loan Asset-Backed Certificates, Series 2004-WMC1

Pooling and Servicing Agreement dated as of March 1, 2004 Merrill Lynch Mortgage Investors Trust Mortgage Loan Asset-Backed Certificates, Series 2004-WMC2

Pooling and Servicing Agreement dated as of May 1, 2005 Asset-Backed Pass-Through Certificates Series 2005-WHQ3

20150709000231170 07/09/2015 08:18:20 AM POA 5/6

POOLING AND SERVICING AGREEMENT Dated as of October 1, 2004 MERRILL LYNCH MORTGAGE INVESTORS TRUST MORTGAGE LOAN ASSET-BACKED CERTIFICATES, SERIES 2004-WMC5

Pooling for the pooling and servicing Agreement dated as of September 1, 2005 ABFC Asset-Backed Certificates, Series 2005-WMC1

Pooling and Servicing Agreement dated as of June 1, 2004 Merrill Lynch Mortgage Investors Trust Mortgage Loan Asset-Backed Certificates, Series 2004-WMC4

POOLING AND SERVICING AGREEMENT Dated as of August 1, 2005 Asset-Backed Pass-Through Certificates Series 2005-WHQ4

POOLING AND SERVICING AGREEMENT Dated as of November 1, 2005 SECURITIZED ASSET BACKED RECEIVABLES LLC TRUST 2005-HE1

POOLING AND SERVICING AGREEMENT Dated as of August 1, 2005 MORGAN STANLEY ABS CAPITAL I INC. TRUST 2005-HE4 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-HE4

Pooling and Servicing Agreement dated as of January 1, 2004 GSAMP Trust 2004-FM1 Mortgage Pass-Through Certificates, Series 2004-FM1

Pooling and Servicing Agreement dated as of March 1, 2004 GSAMP Trust 2004-FM2 Mortgage Pass-Through Certificates, Series 2004-FM2

Pooling and Servicing Agreement dated as of March 1, 2004 First Franklin Mortgage Loan Trust 2004-FFH1 Asset-Backed Certificates, Series 2004-FFH1

POOLING AND SERVICING AGREEMENT Dated as of October 1, 2005 MORGAN STANLEY ABS CAPITAL I INC. TRUST 2005-HE5 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-HE5

POOLING AND SERVICING AGREEMENT Dated as of October 1, 2006 SECURITIZED ASSET BACKED RECEIVABLES LLC TRUST 2006-NC3 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-NC3

POOLING AND SERVICING AGREEMENT Dated as of September 1, 2006 SECURITIZED ASSET BACKED RECEIVABLES LLC TRUST 2006-HE2 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-HE2

POOLING AND SERVICING AGREEMENT Dated as of July 1, 2006 SECURITIZED ASSET BACKED RECEIVABLES LLC TRUST 2006-FR3 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-FR3

POOLING AND SERVICING AGREEMENT Dated as of August 1, 2006 SECURITIZED ASSET BACKED RECEIVABLES LLC TRUST 2006-HE1 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-HE1

20150709000231170 07/09/2015 08:18:20 AM POA 6/6

POOLING AND SERVICING AGREEMENT Dated as of June 1, 2006 SECURITIZED ASSET
BACKED RECEIVABLES LLC TRUST 2006-FR2 MORTGAGE PASS-THROUGH CERTIFICATES,
SERIES 2006-FR2

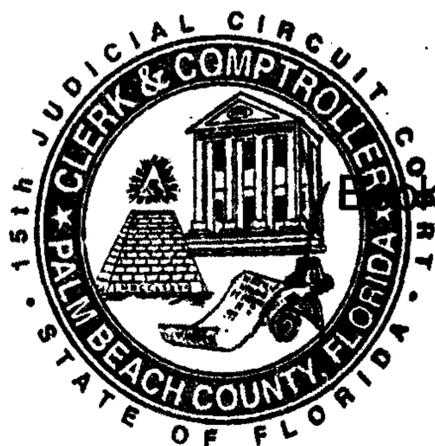
POOLING AND SERVICING AGREEMENT Dated as of October 1, 2006 SECURITIZED ASSET
BACKED RECEIVABLES LLC TRUST 2006-WM2 MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 2006-WM2

POOLING AND SERVICING AGREEMENT Dated as of February 1, 2006 SECURITIZED ASSET
BACKED RECEIVABLES LLC TRUST 2006-FR1 MORTGAGE PASS-THROUGH CERTIFICATES,
SERIES 2006-FR1



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
07/09/2015 08:18:20 AM
\$29.00 DEBBIE
20150709000231170

A handwritten signature in black ink, appearing to read "James W. Fuhrmeister".



Book 25395/Page 669

Page 5 of 5

I hereby certify that the foregoing is a true copy
of the record in my office this day, Aug 16, 2012.

Sharon R. Bock, Clerk Circuit Court, Palm Beach County, Florida
BY Debra Maxwell Deputy Clerk