

Recording requested by:

Title 365

750 Highway 121 Bypass

Lewisville, Texas 75067

After recording return to:

Nationstar Mortgage LLC D/B/ A Mr. Cooper

4000 Horizon Way

Irving, TX 75063

20200501000170620

05/01/2020 08:50:48 AM

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LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that effective March 19, 2020 the undersigned, **The Bank of New York Mellon Trust Company, N.A., as successor-in-interest to all permitted successors and assigns of JPMorgan Chase Bank, N.A.**, having its trust office at 500 Ross Street, Pittsburgh, PA 15262, and its main office at 400 South Hope Street, Suite 400, Los Angeles, CA 90071 (the "Bank"), hereby appoint **Nationstar Mortgage LLC d/b/ a Mr. Cooper**, to be the Bank's true and lawful Attorneys-in-Fact (the "Attorneys") 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 here to, on behalf of the Bank:

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;
- 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 for the listed in Schedule A.

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.

Notwithstanding the forgoing, the authority granted to the Attorney herein is transferable in Massachusetts to local foreclosure counsel and their agent for the limited purpose of executing instruments and other acts necessary to conduct, complete, and document foreclosure of a mortgaged property, including but not limited making entry and bidding on behalf of the Bank at auction, executing, acknowledging and delivering any foreclosure deed or other instrument in connection therewith, together with any closing documents required in a subsequent sale to a third party, as well as undertaking any and all other acts necessary in order to effectuate said foreclosure and transfer with respect to mortgage and the premises secured thereby. All prior actions of the Attorney or its assigns undertaken in accordance with this provision for the purposes enumerated herein are hereby ratified by the Bank.

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.

Nationstar Mortgage LLC adopted the legally-registered assumed name "Mr. Cooper" on August 21, 2017. Any and all actions, consistent with the rights of this and previous powers of attorney between Nationstar Mortgage LLC and The Bank of New York Mellon f/k/a The Bank of New York, as Successor in interest to JPMorgan Chase Bank, National Association, as Trustee taken by Nationstar Mortgage LLC d/b/a Mr. Cooper effective August 21, 2017 are hereby ratified and affirmed.

IN WITNESS WHEREOF, The Bank of New York Mellon Trust Company, N.A., as successor-in-interest to all permitted successors and assigns of JPMorgan Chase Bank, 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 Brendan McCarthy its duly elected and authorized Vice President this 19th day of March, 2020.

The Bank of New York Mellon Trust Company,
N.A., as successor-in-interest to all permitted
successors and assigns of JPMorgan Chase Bank,
N.A.

By: 

Name: Michael S. Thompson

Title: Vice President

By: 

Name: Brendan McCarthy

Title: Vice President

Witness: 

Printed Name: Madison Pashke

Witness: 

Printed Name: Jane Ehrman

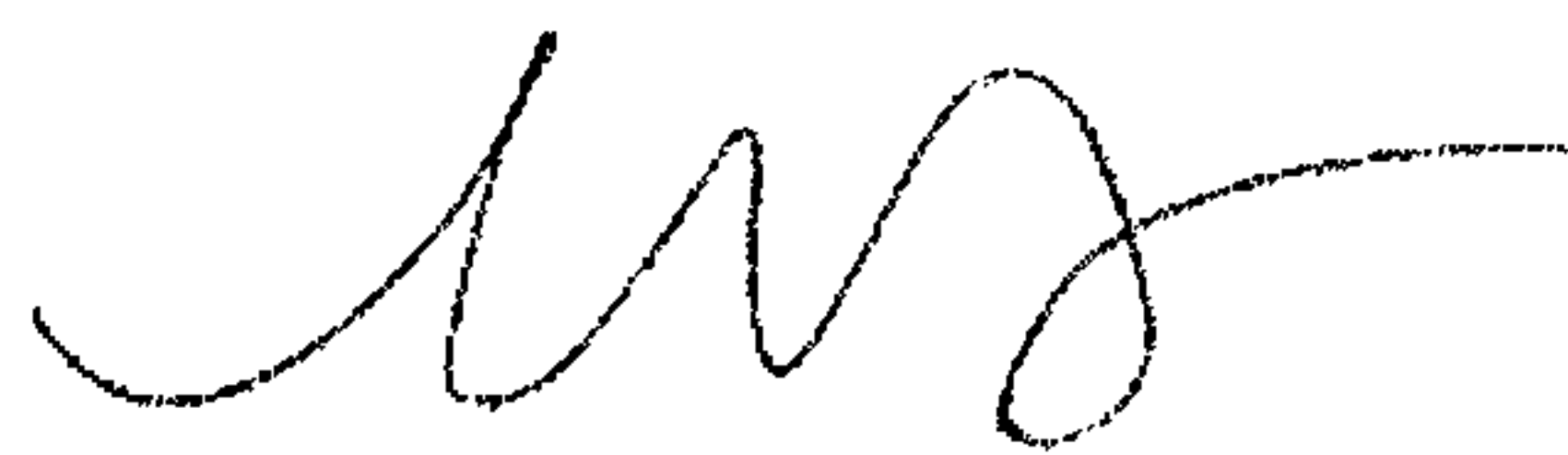
STATE OF Pennsylvania

COUNTY OF Allegheny

On the 19th day of March in the year 2020, before me the undersigned, personally appeared Michael S. Thompson and Brendan McCarthy, personally known to me or proved to me on the basis of satisfactory evidence, to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities, and that by their signatures on the instrument, the individuals or the person upon behalf of which the individuals acted, executed the instrument, and that such individuals made such appearance before the undersigned in the city of Pittsburgh, Pennsylvania.

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

Commonwealth of Pennsylvania - Notary Seal
NATALIE SANTORIELLO - Notary Public
Allegheny County
My Commission Expires Apr 13, 2022
Commission Number 1328314



Natalie Santoriello

NOTARY PUBLIC Commission expires: 04/13/2022

SCHEDULE A

Specialty Underwriting and Residential Finance Trust Mortgage Loan Asset-Backed Certificates,
Series 2005-BC2, Pooling and Servicing agreement dated as of May 1, 2005.

Specialty Underwriting and Residential Finance Trust Mortgage Loan Asset-Backed Certificates,
Series 2005-BC3, Pooling and Servicing agreement dated as of September 1, 2005.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
05/01/2020 08:50:48 AM
\$34.00 CHERRY
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Allen S. Bayl