



APN # 1121-05-515-034

The undersigned hereby affirms that this document submitted for recording does not contain the social security number of any person or persons.
(Pursuant to NRS 239b.030)

Recording Requested by and Return to:

TICORTITLE OF NEVADA, INC.
3655 Lakeside Drive

Reno, NV 89509

Power of Attorney

(Title on Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2 (Additional recording fee applies).

This cover page must be typed or printed clearly in black ink only.

PLEASE COMPLETE THIS INFORMATION

RECORDING REQUESTED BY:

Yvette Blatchford

AND WHEN RECORDED MAIL TO:

Yvette Blatchford
Wells Fargo
1003 E Brier Dr.
San Bernardino CA 92408

Recorded In Official Records, County of San Bernardino

9/04/2008

9:20 AM

BGJ



LARRY WALKER
Auditor/Controller - Recorder

P Counter

Doc#: 2008-0403022

Titles: 1

Pages: 5



Fees 23.00

Taxes 0.00

Other 102.50

PAYD \$125.50

SPACE ABOVE FOR RECORDER'S USE ONLY

Power of Attorney
Title of Document

THIS AREA FOR
RECORDER'S
USE ONLY

THIS COVER SHEET ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3.00 Additional Recording Fee Applies)

(Rev. 9/27/07-c:dt)

(Word/S/Doc Exam/Cover Sheet)



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After Recording return to:

Name

Address

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **THE BANK OF NEW YORK MELLON**, having its main office at 101 Barclay Street, New York, New York 10286 (the "Bank"), hereby appoint **Wells Fargo Bank, N. A.**, 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 **Structured Asset Mortgage Investments II Inc. Bear Stearns ALT-A Trust, Mortgage Pass-Through Certificates, Series 2005-9**, on behalf of the Bank:

1. The modification or re-recording of a Mortgage or Deed of Trust, where said modification or re-recordings is for the purpose of correcting the Mortgage or Deed of Trust 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 or Deed of Trust as insured.

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 modification agreements.

5. The full or partial satisfaction/release of a Mortgage or Deed of Trust 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 or Deed of Trust 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 or Deed of Trust 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 recession 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 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 of sale;



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e. the taking of a deed in lieu of foreclosure; and

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, Deed of Trust or state law to expeditiously complete said transactions in paragraphs 8.a. through 8.e., above; 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.

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 Agreement 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, as Trustee, pursuant to that Pooling and Servicing Agreement among the Depositor, the Servicer, and the Trustee, dated as of September 1, 2005, and these present to be signed and acknowledged in its name and behalf by Harold Fudali its duly elected and authorized Managing Director this twenty-seventh day of August, 2008.

The Bank of New York Mellon, f/k/a The Bank of New York, as successor to JPMorgan Chase Bank, N.A. as Trustee for Structured Asset Mortgage Investments II Inc. Bear Stearns ALT-A Trust, Mortgage Pass-Through Certificates, Series 2005-9

By: [Signature]

Name: Harold Fudali
Title: Managing Director

By: [Signature]

Name: Philip Reinle
Title: Assistant Treasurer

Witness: [Signature]

Printed Name: Kshitij Mittal

Witness: [Signature]

Printed Name: Alexander Tonge



ACKNOWLEDGEMENT

STATE OF New York

§
§
§

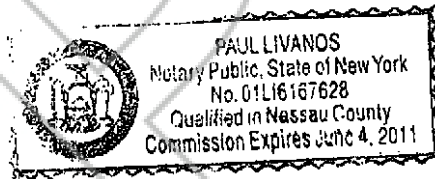
COUNTY OF New York

Personally appeared before me the above-named Harold Fudali and Philip Reinle, known or proved to me to be the same persons who executed the foregoing instrument and to be the Managing Director and Assistant Treasurer respectively of The Bank of New York Mellon, as Trustee for Structured Asset Mortgage Investments II Inc. Bear Stearns ALT-A Trust, Mortgage Pass-Through Certificates, Series 2005-9, and acknowledged that they executed the same as their free act and deed and the free act and deed of the Bank of New York Mellon.

Subscribed and sworn before me this twenty-seventh day of August, 2008.


NOTARY PUBLIC

My Commission expires: _____



CALIFORNIA NOTARY / ILLEGIBLE NOTARY SEAL / ILLEGIBLE DOCUMENT

STATE OF CALIFORNIA)
COUNTY OF Santa Barbara)SS

3-in-One Form

On _____ before me, _____
(Date) (Name and title of the officer)

personally appeared _____, who proved to me
(Name of person signing)

on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of officer

(This area for official notary seal)

GOVERNMENT CODE § 27361.7

I certify under penalty of perjury that the Notary Seal on the document to which this statement is attached reads as follows:

NAME OF NOTARY: Paul Livanos
DATE COMMISSION EXPIRES: June 4, 2011
COUNTY WHERE BOND IS FILED: Nassau
COMMISSION NUMBER: 01216167628
Place of Execution: New York Date: 8/27/08
Signature: Sham Khan

I certify under penalty of perjury under the laws of the State of California that the illegible portion of this document to which this statement is attached reads as follows:

Place of Execution: _____ Date: _____

Signature of Declarant: _____

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I hereby certify that this is a true copy of
the record consisting of -5- pages if the
seal of this office is impressed in purple ink.

Larry Walker

LARRY WALKER
Auditor-Controller/Recorder
San Bernardino County, CA



JAN 07 2009

[Handwritten signature]

COPY



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