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OFFICIAL RECORD
Requested By:
LSI Title Agency Inc.
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 6 Fee: \$44.00
BK-713 PG-6987 RPTT: 0.00



When Recorded, Return To:
JPMorgan Chase Bank, N.A.
LPOA Oversight Team-FL5-7304
7301 Baymeadows Way
Jacksonville, FL 32256

LIMITED POWER OF ATTORNEY

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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 as 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 and/or Indentures and any related governing transactional and servicing agreement(s) (collectively, the "Agreements") hereby constitutes and appoints:

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

transferee of servicing from EMC Mortgage LLC, f/k/a EMC Mortgage Corporation, solely in its capacity as servicer or master servicer, as applicable, (the "Servicer") under the Agreements, as its true and lawful attorney-in-fact, acting by and through its duly 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



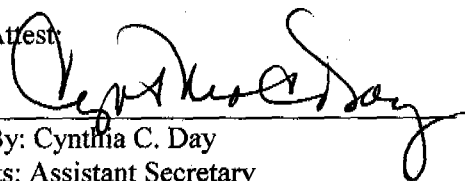
termination, resignation or removal of the Servicer as a servicer or master servicer of such Trust, or (d) as to any specific Trust, the termination of the Agreement related to such Trust, whichever occurs earlier.

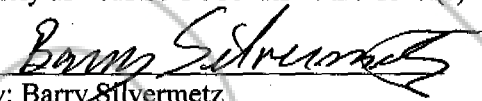
5. Nothing contained in this Limited Power of Attorney shall (i) limit in any manner any indemnification obligation provided by the Servicer to the Trustee or Trust under the Agreements or any document related thereto, or (ii) be construed to grant the Servicer the power to initiate or defend any suit,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

Dated: June 19, 2013

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: Barry Silvermetz
Its: Vice President

Unofficial Witnesses:


Amanda Popovitch


Daniel Williamson

STATE OF MARYLAND
COUNTY OF HOWARD

ss:

On the 19th day of June 2013 before me, Kathleen A. Dean, a Notary in and for said State, personally appeared Barry Silvermetz, known to me to be Vice President of Wells Fargo Bank, National Association, 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,

KATHLEEN A. DEAN
NOTARY PUBLIC
HOWARD COUNTY
MARYLAND

My Commission Expires 2-6-2017



Notary Public: Kathleen A. Dean
My commission expires 2-6-2017



EXHIBIT A

1. SACO I Inc. Mortgage Pass-Through Certificates, Series 1999-2
2. SACO I Inc. Mortgage Pass-Through Certificates, Series 1999-3
3. New Century Mortgage Securities, Inc., MESA Trust 2001-1, Asset-Backed Certificates, Series 2001-1
4. New Century Mortgage Securities, Inc., MESA Trust 2001-3, Asset-Backed Certificates, Series 2001-3
5. Structured Asset Mortgage Investments Trust 2001-4, Mortgage Pass-Through Certificates, Series 2001-4
6. Structured Asset Mortgage Investments Inc., Bear Stearns ARM Trust, Mortgage Pass-Through Certificates, Series 2002-1
7. SACO I, Inc., SACO I Trust 2004-2, Mortgage Pass-Through Certificates, Series 2004-2
8. SACO I Inc., SACO I Trust 2004-3, Mortgage Pass-Through Certificates, Series 2004-3
9. Bear Stearns Asset-Backed Securities Trust 2005-1, Asset-Backed Certificates, Series 2005-1
10. SACO I Inc., SACO I Trust 2005-1, Mortgage Pass-Through Certificates, Series 2005-1
11. SACO I Inc., SACO I Trust 2005-2, Mortgage Pass-Through Certificates, Series 2005-2
12. SACO I Inc., SACO I Trust 2005-3, Mortgage Pass-Through Certificates, Series 2005-3
13. Structured Asset Mortgage Investments II Inc., Bear Stearns Mortgage Funding Trust 2006-AR3, Mortgage Pass-Through Certificates, Series 2006-AR3
14. Structured Asset Mortgage Investments II Inc., Bear Stearns Mortgage Funding Trust 2007-AR3, Mortgage Pass-Through Certificates, Series 2007-AR3
15. Carrington Mortgage Loan Trust, Series 2007-FRE1, Asset-Backed Pass-Through Certificates
16. Bear Stearns Asset Backed Securities, Inc. Asset-Backed Certificates, Series 2000-2
17. EMC Mortgage Loan Trust 2002-A Mortgage Pass-Through Certificates Series 2002-A



18. STRUCTURED ASSET MORTGAGE INVESTMENTS II INC., GreenPoint MTA Trust 2005-AR2, Mortgage Pass-Through Certificates, Series 2005-AR2
19. STRUCTURED ASSET MORTGAGE INVESTMENTS II INC. GreenPoint MTA Trust 2005-AR3, Mortgage Pass-Through Certificates, Series 2005-AR3
20. STRUCTURED ASSET MORTGAGE INVESTMENTS II INC. GreenPoint Mortgage Funding Trust 2005-AR4, Mortgage Pass-Through Certificates, Series 2005-AR4
21. STRUCTURED ASSET MORTGAGE INVESTMENTS II INC. GreenPoint Mortgage Funding Trust 2005-AR5, Mortgage Pass-Through Certificates, Series 2005-AR5
22. Bear Stearns Asset Backed Securities I LLC. GreenPoint Mortgage Funding Trust 2006-AR1, Mortgage Pass-Through Certificates, Series 2006-AR1
23. STRUCTURED ASSET MORTGAGE INVESTMENTS II INC. GreenPoint Mortgage Funding Trust 2006-AR2, Mortgage Pass-Through Certificates, Series 2006-AR2
24. STRUCTURED ASSET MORTGAGE INVESTMENTS II INC. GreenPoint Mortgage Funding Trust 2006-AR3, Mortgage Pass-Through Certificates, Series 2006-AR3
25. STRUCTURED ASSET MORTGAGE INVESTMENTS II INC. Bear Stearns Mortgage Funding Trust 2006-AR1, Mortgage Pass-Through Certificates, Series 2006-AR1
26. STRUCTURED ASSET MORTGAGE INVESTMENTS II INC. Bear Stearns Mortgage Funding Trust 2006-AR2, Mortgage Pass-Through Certificates, Series 2006-AR2
27. STRUCTURED ASSET MORTGAGE INVESTMENTS II INC. Bear Stearns Mortgage Funding Trust 2006-AR5, Mortgage Pass-Through Certificates, Series 2006-AR5
28. STRUCTURED ASSET MORTGAGE INVESTMENTS II INC. Bear Stearns Mortgage Funding Trust 2007-AR1, Mortgage Pass-Through Certificates, Series 2007-AR1
29. STRUCTURED ASSET MORTGAGE INVESTMENTS II INC. Bear Stearns Mortgage Funding Trust 2006-AR4, Mortgage Pass-Through Certificates, Series 2006-AR4
30. STRUCTURED ASSET MORTGAGE INVESTMENTS II INC. Bear Stearns Mortgage Funding Trust 2007-AR2, Mortgage Pass-Through Certificates, Series 2007-AR2
31. STRUCTURED ASSET MORTGAGE INVESTMENTS II INC. Bear Stearns Mortgage Funding Trust 2007-AR4, Mortgage Pass-Through Certificates, Series 2007-AR4
32. STRUCTURED ASSET MORTGAGE INVESTMENTS II INC. Bear Stearns Mortgage Funding Trust 2007-AR5, Mortgage Pass-Through Certificates, Series 2007-AR5



**33. STRUCTURED ASSET MORTGAGE INVESTMENTS II INC. Structured Asset
Mortgage Investments II Trust 2007-AR4, Mortgage Pass-Through Certificates**

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