10/25/10 8:46:35
DK P BK 140 PG 714
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

This page attached hereto and made a part of the following documents to provide required three-inch margin for recording information.
(additional recording fee applies)

Please type the following information:

Title of Document: Power of Attorney

Date of Document: OCTOBER 18, 2010

Grantor(s): THE BANK OF NEW YORK MELLON,

Grantee(s):

RETURN TO:
LandCastle Title, LLC
3343 Aspen Grove Drive, Suite 240
Franklin, TN 37067-2908
Final Documents
File #: MSR-101000284S
615-503-9901

Prepared by:
Saxon Mortgage
4708 Mercantile Dr N
Fort Worth, TX 76137
972-608-6745

Clo_3_Inch_Margin.rdw
LJ -SR - 09/22/06

MSR-101000284S
10/20/10 @ 04:48 PM

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After Recording
Please Return Original Power of Attorney to:
Document Management Department
Saxon Mortgage
4708 Mercantile Drive North
Fort Worth, Texas 76137

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **THE BANK OF NEW YORK MELLON f/k/a The Bank of New York,** successor to JPMorgan Chase Bank and JPMorgan Chase Bank, N.A. (f/k/a The Chase Manhattan Bank, N.A.), as Trustee or Indenture Trustee, as applicable, having its main office at 101 Barclay Street, New York, New York 10286 (the "Bank"), hereby appoints Saxon Mortgage Services, Inc., the successor Servicer, 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 those certain Pooling and Servicing Agreements and Sale and Servicing Agreements listed on Schedule A attached hereto 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;

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 or Indenture Trustee, as applicable, pursuant to that those certain Pooling and Servicing Agreements and Sale and Servicing Agreements relating to the transactions listed on Schedule A attached hereto and these present to be signed and acknowledged in its name and behalf of Melissa J. Adelson its duly elected and authorized Managing Director this 11th day of May 2010.

The Bank of New York Mellon f/k/a The Bank of New York, as successor to JPMorgan Chase Bank, N.A. (f/k/a The Chase Manhattan Bank, N.A.), not in its individual capacity but solely as trustee or indenture trustee as applicable for those certain NovaStar Mortgage Funding Trusts listed on attached Schedule A.

By: _____
Name: Melissa J. Adelson
Title: Managing Director

By: _____
Name: Andrew M. Cooper
Title: Vice President

Witness: _____
Kshitij Mittal

Witness: _____
Alexander Tonge

ACKNOWLEDGEMENT

STATE OF NEW YORK

COUNTY OF KINGS

Personally appeared before me Melissa J. Adelson, and Andrew M. Cooper known or proved to me to be the same person who executed the foregoing instrument and to be the Managing Director and Vice President respectively of The Bank of New York Mellon, as Trustee or Indenture Trustee, as applicable, and acknowledged that they executed the same as their free act and deed and the free act and deed of the Trustee or Indenture Trustee, as applicable.

Subscribed and sworn before me this 26th day of April 2010.

NOTARY PUBLIC
My Commission expires: _____

THOMAS LAW
Notary Public, State of New York
No. 01LA6186772
Qualified in Kings County
Commission Expires May 12, 2012

THOMAS LAW NOTARY PUBLIC STATE OF NEW YORK

Schedule A

NovaStar Mortgage Funding Trust, Series 2002-3
NovaStar Home Equity Loan Asset-Backed Certificates, Series 2002-3

NovaStar Mortgage Funding Trust, Series 2003-1
NovaStar Home Equity Loan Asset-Backed Certificates, Series 2003-1

NovaStar Mortgage Funding Trust, Series 2003-2
NovaStar Home Equity Loan Asset-Backed Certificates, Series 2003-2

NovaStar Mortgage Funding Trust, Series 2003-3
NovaStar Home Equity Loan Asset-Backed Certificates, Series 2003-3

NovaStar Mortgage Funding Trust, Series 2003-4
NovaStar Home Equity Loan Asset-Backed Certificates, Series 2003-4

NovaStar Mortgage Funding Trust, Series 2004-1
NovaStar Home Equity Loan Asset-Backed Certificates, Series 2004-1

NovaStar Mortgage Funding Trust, Series 2004-2
NovaStar Home Equity Loan Asset-Backed Certificates, Series 2004-2

NovaStar Mortgage Funding Trust, Series 2004-3
NovaStar Home Equity Loan Asset-Backed Certificates, Series 2004-3

NovaStar Mortgage Funding Trust, Series 2004-4
NovaStar Home Equity Loan Asset-Backed Certificates, Series 2004-4

NovaStar Mortgage Funding Trust, Series 2005-1
NovaStar Home Equity Loan Asset-Backed Certificates, Series 2005-1

NovaStar Mortgage Funding Trust, Series 2005-2
NovaStar Home Equity Loan Asset-Backed Certificates, Series 2005-2

NovaStar Mortgage Funding Trust, Series 2005-3
NovaStar Home Equity Loan Asset-Backed Certificates, Series 2005-3

NovaStar Mortgage Funding Trust, Series 2005-4
NovaStar Home Equity Loan Asset-Backed Certificates, Series 2005-4

NovaStar Mortgage Funding Trust, Series 2006-1
NovaStar Home Equity Loan Asset-Backed Certificates, Series 2006-1

NovaStar Mortgage Funding Trust, Series 2006-MTA1
NovaStar Home Equity Loan Asset-Backed Notes, Series 2006-MTA1

NovaStar Mortgage Funding Trust, Series 2006-2
NovaStar Home Equity Loan Asset-Backed Certificates, Series 2006-2

NovaStar Mortgage Funding Trust, Series 2006-3
NovaStar Home Equity Loan Asset-Backed Certificates, Series 2006-3