
(AREA ABOVE IS RESERVED FOR COUNTY - RECORDING INFORMATION)

(Limited Power of Attorney)

(MS) DE SOTO
State County/Town

Document Dated: 9-30-2010

Grantor: U.S. Bank National Association, as Trustee
60 Livingston Avenue
Saint Paul, MN 55107

Grantee: BAC Home Loans Servicing, LP
2575 W. Chandler Blvd.,
Chandler, AZ 85224

Prepared By: Manju John

sw AFTER RECORDING, RETURN BY MAIL TO:
RECONTRUST COMPANY, N.A
2575 W. Chandler Blvd., Mail Stop: AZ1-804-02-11
Chandler, AZ 85224
800-540-2684

RECORDING REQUESTED BY:
 BAC Home Loans Servicing, LP
 1800 Tapo Canyon SV2-88
 Simi Valley 93063
 Attention: Document Procurement

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LIMITED POWER OF ATTORNEY

U.S. Bank National Association, a national banking association organized and existing under the laws of the United States and having an office at One Federal Street, Boston, MA 02110, not in its individual capacity but merely as Trustee ("Trustee"), hereby constitutes and appoints BAC Home Loan Servicing, LP, ("Servicer"), and in its name, aforesaid Attorney-In-Fact, by and through any officer appointed by the Board of Directors of Servicer, to execute and acknowledge in writing or by facsimile stamp all documents customarily and reasonably necessary and appropriate for the tasks described in the items (1) through (5) below; provided however, that the documents described below may only be executed and delivered by such Attorneys-In-Fact if such documents are required or permitted under the terms of the related servicing agreements and no power is granted hereunder to take any action that would be adverse to the interests of U.S. Bank National Association. This Limited Power of Attorney is being issued in connection with Servicer's responsibilities to service certain mortgage loans (the "Loans") held by U.S. Bank National Association, as Trustee. These Loans are comprised of Mortgages, Deeds of Trust, Deeds to Secure Debt and other forms of Security instruments (collectively the "Security Instruments") and the Notes secured thereby.

1. Demand, sue for, recover, collect and receive each and every sum of money, debt, account and interest (which now is, or hereafter shall become due and payable) belonging to or claimed by U.S. Bank National Association, as Trustee, and to use or take any lawful means for recovery by legal process or otherwise, including but not limited to the substitution of trustee serving under a Deed of Trust, the preparation and issuance of statements of breach, notices of default, and/or notices of sale, taking deeds in lieu of foreclosure, and foreclosing on the properties under the Security Instruments.
2. Execute and/or file such documents and take such other action as is proper and necessary to defend U.S. Bank National Association, as Trustee in litigation and to resolve any litigation where the Servicer has an obligation to defend U.S. Bank National Association, as Trustee.
3. Transact business of any kind regarding the Loans, and obtain an interest therein and/or building thereon, as U.S. Bank National Association, as Trustee's act and deed, to contact for, purchase, receive and take possession and evidence of title in and to the property and/or to secure payment of a promissory note or performance of any obligation or agreement.
4. Execute bonds, notes, mortgages, deeds of trust and other contracts, agreements and instruments regarding the Borrowers and/or the Property, including but not limited to the execution of releases, satisfactions, assignments, loan modification agreements, loan assumption agreements, subordination agreements, property adjustment agreements, and other instruments pertaining to mortgages or deeds of trust, and execution of deeds and associated instruments, if any, conveying the Property, in the interest of U.S. Bank National Association, as Trustee.
5. Endorse on behalf of the undersigned all checks, drafts and/or other negotiable instruments made payable to the undersigned.

Servicer hereby agrees to indemnify and hold U.S. Bank National Association, as Trustee, and its directors, officers, employees and agents harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or

disbursements of any kind or nature whatsoever incurred by reason or result of the exercise by the Servicer of the powers specifically granted to it under the related servicing agreements. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the related servicing agreements or the earlier resignation or removal of U.S. Bank National Association, as Trustee under the related servicing agreements

Witness my hand and seal this 30th day of September, 2010.

NO CORPORATE SEAL

U.S. Bank National Association, as Trustee,

Jennifer Moynihan
Witness: Jennifer Moynihan

By: *David Duclos*
David Duclos, Vice President

Ai H Wang
Witness: Ai H Wang

By: *Maryellen Hunter*
Maryellen Hunter, Assistant Vice President

Beth Nally
Attest: Beth Nally, Trust Officer

CORPORATE ACKNOWLEDGMENT

State of MA

County of Suffolk

On this 30th day of September, 2010, before me, the undersigned, a Notary Public in and for said County and State, personally appeared David Duclos, Maryellen Hunter and Beth Nally, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as Vice President, Assistant Vice President and Trust Officer respectively of U.S. Bank National Association, a national banking association, and acknowledged to me that such national banking association executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

Signature: *Kathleen A. Sullivan*
Kathleen Sullivan

My commission expires: 7/11/2014

