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DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

Prepared by:
Morris & Associates
2309 Oliver Road
Monroe, Louisiana 71201
Telephone: 318-330-9020
Emily Kaye Courteau Bar# 100570

RECORD 2nd

Return To:
Morris & Associates
2309 Oliver Road
Monroe, Louisiana 71201
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*ad
Rowley*

SUBSTITUTION OF TRUSTEE

Lot 56, Phase I, College Park s/d, Sec. 11, T-2-S, R-6-W, Plat book 79 page 30, Desoto Co, MS

STATE OF MISSISSIPPI
COUNTY OF DeSoto

Grantor:
The Bank of New York Mellon, as Trustee under NovaStar Mortgage Funding Trust, Series 2005-3
4708 Mercantile Drive
Fort Worth, TX 76137
817-665-7200

Grantee:
Emily Kaye Courteau
2309 Oliver Road
Monroe LA 71201
318-330-9020

WHEREAS, on the 27th day of September, 2005 and acknowledged on the 27th day of September, 2005, Cynthia L Church and James G Church, Wife and Husband executed a Deed of Trust to Robert S. Coleman Jr. P.A., Trustee for the use and benefit of Mortgage Electronic Registration Systems, Inc beneficiary, which Deed of Trust is on file and of record in the office of the Chancery Clerk of DeSoto County, Mississippi, in Deed of Trust Record at Book 2317 at Page 548; and

WHEREAS, the undersigned is the present holder and beneficiary of the Deed of Trust referenced to above; and

WHEREAS, under the terms of said Deed of Trust, the beneficiary or any assignee is authorized to appoint a Trustee in the place and stead of the original Trustee or any successor Trustee in said Deed of Trust; and

NOW, THEREFORE, the undersigned holder of said Deed of Trust does hereby appoint and substitute Emily Kaye Courteau, as Trustee, the said Emily Kaye Courteau, to have all rights, powers and privileges granted the Trustee in said Deed of Trust.

Should the undersigned become the last and highest bidder at the foreclosure sale, the Substitute Trustee is hereby authorized to transfer and assign said bid to convey title to said Foreclosed property to the SECRETARY OF VETERANS AFFAIRS, an officer of the United States of America, or the SECRETARY OF HOUSING AND URBAN DEVELOPMENT, or whosoever the undersigned shall authorize. The statement in the Substitute Trustee s Deed that the undersigned has requested the transfer of its bid to Grantee (s) in the Substitute Trustee s Deed shall be binding on the undersigned and conclusive evidence in favor or the assignee or other parties thereby, and that the Substitute Trustee is duly authorized and empowered to execute the same.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its duly authorized officers on this 11 day of August, 2010

The Bank of New York Mellon, Saxon Mortgage Services, Inc., attorney in fact for
as Trustee under NovaStar Mortgage Funding Trust, Series 2005-3

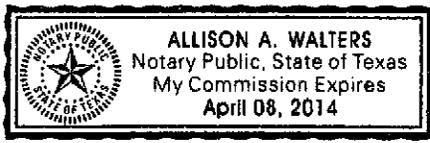
John Cottrell
BY: John Cottrell Assistant Vice President
Of Saxon Mortgage Services, Inc

STATE OF Texas
COUNTY OF Tarrant

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, John Cottrell known personally to me to be the Assistant Vice President of by Saxon Mortgage Services, Inc., as its attorney-in-fact for the within named The Bank of New York Mellon, as Trustee under NovaStar Mortgage Funding Trust, Series 2005-3 and that (s) he executed and delivered the within and foregoing instrument on the day and year therein mentioned for and on behalf of said corporation, and as its own act and deed for the purposes therein mentioned, having been first duly authorized so to do.

WITNESS my signature and official seal on this, the 11 day of August, 2010
Allison A. Walters
NOTARY PUBLIC

MY COMMISSION EXPIRES: 4-8-14



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**; having its main office at 101 Barclay Street, New York, New York 10286 (the "Bank"), hereby appoints Saxon Mortgage Services, Inc., the 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

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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.

Capitalized terms not otherwise defined herein shall have the meanings set forth in the applicable Pooling and Servicing Agreement or Sale and Servicing Agreement listed on Schedule A hereto.

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.

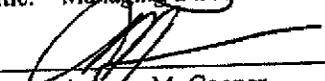
This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to its conflicts of law principles.

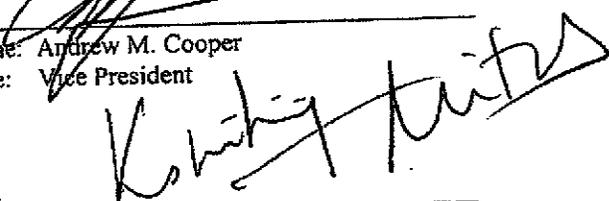
All actions heretofore taken by said Attorney, which the Attorney could properly have taken pursuant to this Power of Attorney, be, and hereby are, ratified and affirmed.

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 11th day of May 2010.

NOTARY PUBLIC

My Commission expires: _____

Margarita Krupnik
Notary Public State of New York
No. 01KFB158671
Qualified in Kings County
Commission Expires 01/28/2011

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 Asses-Backed Certificates, Series 2006-3