

FILE NO.: OCW-11-08423

PREPARED BY:
RECORD AND RETURN TO:
RUBIN LUBLIN SUAREZ SERRANO, LLC
119 S. Main Street, Suite 500
Memphis, TN 38103
(877) 813-0992

Grantor:
The Bank Of New York Mellon Trust Company, N.A. Fka The Bank Of New York Trust Company, N.A., As Successor-In-Interest To Jpmorgan Chase Bank, National Association, As Trustee For Pooling And Servicing Agreement For Residential Asset Acquisition Corporation, Mortgage Loan Asset-Backed Pass-Through Certificates, Series 2006-SP3, Dated As Of August 1, 2006
P.O. Box 514577
Los Angeles, CA 90051
800-746-2936

Grantee:
Rubin Lublin Suarez Serrano LLC
119 S. Main Street, Suite 500
Memphis, TN 38103
(877) 813-0992

INDEXING INSTRUCTIONS A PART OF THE NE
1/4 OF SECTION 13, TOWNSHIP 2, RANGE 9
WEST AND NW 1/4 OF SECTION 18, TOWNSHIP
2 SOUTH, RANGE 8 WEST, DESOTO COUNTY,
MISSISSIPPI.

APPOINTMENT OF SUBSTITUTE TRUSTEE

WHEREAS, on December 16, 2005, BUDDY MAYFIELD AND COLLIN R. MAYFIELD, executed a Deed of Trust to Jim B. Tohill, Trustee, recorded in Deed Book 2386, Page 245, Office of the Chancery Clerk of DeSoto County Mississippi, (the "Deed of Trust"), to secure the payment of certain debts and obligations as described in the Deed of Trust;

WHEREAS, The Bank Of New York Mellon Trust Company, N.A. Fka The Bank Of New York Trust Company, N.A., As Successor-In-Interest To Jpmorgan Chase Bank, National Association, As Trustee For Pooling And Servicing Agreement For Residential Asset Acquisition Corporation, Mortgage Loan Asset-Backed Pass-Through Certificates, Series 2006-SP3, Dated As Of August 1, 2006 (the "Holder"), is the owner and holder of the indebtedness secured by the Deed of Trust, and it appears that action is now required under the Deed of Trust as a result of default having occurred in the underlying indebtedness, and

WHEREAS, pursuant to the Deed of Trust, Holder has elected to remove Jim B. Tohill and all subsequently appointed trustees, as Trustee and to appoint Rubin Lublin Suarez Serrano LLC, as the Substitute Trustee; and

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 and 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, an Officer of the United States of America, or Federal Home Loan Mortgage Corporation, or Federal National Mortgage Association, or whomever the Holder shall authorize (the "Assignee"). The statement in the Substitute Trustee Deed that the Holder has requested transfer of its bid to grantee(s) in the substitute Trustee Deed shall be binding on the Holder and conclusive evidence in favor of the Assignee or other parties thereto, and the Substitute Trustee is duly authorized and empowered to execute same.

NOW, THEREFORE, Holder, pursuant to and in compliance with the Deed of Trust, does hereby name and appoint Rubin Lublin Suarez Serrano LLC as Substitute Trustee under the Deed of Trust, and declares that they shall have the same powers and authority as the Trustee (as such term is defined in the Deed of Trust). This instrument shall constitute a Deed of Appointment. All other Substitutions of Trustee in connection with said property are hereby REVOKED.

WITNESS, the execution hereof by Holder through its duly authorized officer, this 21 day of May, 2012

Residential Funding Company, LLC as attorney in fact for The Bank Of New York Mellon Trust Company, N.A. Fka The Bank Of New York Trust Company, N.A., As Successor-In-Interest To Jpmorgan Chase Bank, National Association, As Trustee For Pooling And Servicing Agreement For Residential Asset Acquisition Corporation, Mortgage Loan Asset-Backed Pass-Through Certificates, Series 2006-SP3, Dated As Of August 1, 2006

By: Diego Gonzalez
Print Name: Diego Gonzalez
Title: Assistant Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

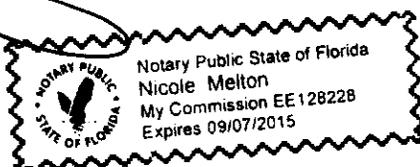
The foregoing instrument was acknowledged and sworn before me Nicole Melton this 21st day of May, 2012, by Diego Gonzalez as a Assistant Secretary of Residential Funding Company, LLC, who is personally known to me or who has produced _____ as identification

GIVEN UNDER BY HAND AND OFFICIAL SEAL OF OFFICE this 21st day of May, 2012

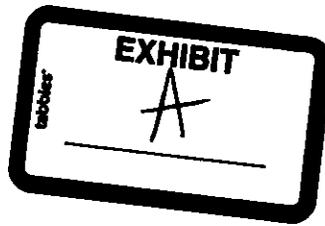
Notary Public - State of Florida

My commission expires:

(Notary Seal)



4/19/12 10:37:03
 CTO
 OAO
 MC
 DK P BK 151 PG 285
 DESOTO COUNTY, MS
 W.E. DAVIS, CH CLERK



11-08423

After Recording return to:
 Melissa Windler
 GMAC ResCap
 Mail Code 01-04-04
 8400 Normandale Lake Blvd
 Minneapolis, MN 55437
 NA

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **The Bank of New York Mellon Trust Company, N.A.** formerly known as **The Bank of New York Trust Company, N.A.**, as successor in interest to **JP Morgan Chase Bank, National Association** having its branch office at 525 William Penn Place, Pittsburgh, Pa 15259, and its main office at 700 South Flowers, 2nd Floor, Los Angeles, CA 90017-4104 (the "Bank"), hereby appoint **Residential Funding Company, LLC** to be the Bank's true and lawful Attorney-in-Fact (the "Attorney") to act in the name, and on behalf, of the Bank with power to do only the following in connection with the applicable Pooling and Servicing agreement and Indenture Agreements listed on Schedule A hereto on behalf of the Bank:

1. The modification or re-recording of a Mortgage, where said modification or re-recordings is for the purpose of correcting the Mortgage 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 as insured.
2. The subordination of the lien of a Mortgage 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 of real estate owned.
4. The completion of loan assumption agreements and modification agreements.
5. The full or partial satisfaction/release of a Mortgage 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 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 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, the foreclosure, the taking of a deed in lieu of foreclosure, or the completion of judicial or non-judicial foreclosure or termination, cancellation or rescission 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 Mortgage, in accordance with state law and the Mortgage;
- 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 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.

10. The qualified subordination of the lien of a Mortgage or Deed of Trust to a lien of a creditor that is created in connection with the refinancing of a debt secured by a lien that was originally superior to the lien of the Mortgage or Deed of Trust.

The relationship of the Bank and the Attorney under this Power of Attorney is intended by the parties to be that of an independent contractor and not that of a joint venturer, partner, or agent.

Capitalized terms not otherwise defined herein shall have the meanings set forth in the applicable pooling 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 Power of Attorney 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 Trust Company, N.A., formerly known as The Bank of New York Trust Company, N.A. as Trustee, pursuant to the applicable pooling and servicing agreement listed on Schedule A hereto, and these present to be signed and acknowledged in its name and behalf by Andrew R. Flynn its duly elected and authorized Managing Director and Jennifer J. Provenzano its duly elected and authorized Vice President this 6th day of January, 2012.

The Bank of New York Mellon Trust Company, N.A., formerly known as The Bank of New York Trust Company, N.A.

By: [Signature]
Name: Andrew R. Flynn
Title: Managing Director

By: [Signature]
Name: Jennifer J. Provenzano
Title: Vice President

Witness: [Signature]
Printed Name: Michael C. Spataro

Witness: [Signature]
Printed Name: Mageshwaran Ramasamy

STATE OF Pennsylvania §
COUNTY OF Allegheny §

On the 6th day of January, 2012 before me, the undersigned, personally appeared Andrew R. Flynn, Jennifer J. Provenzano personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual(s) made such appearance before the undersigned in the County of Allegheny, State of Pennsylvania.

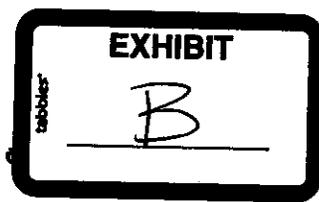
In witness whereof, I have hereunto signed my name and affixed my notarial seal the day and year last written.

NOTARIAL SEAL
LYNNETTE M KOSUT
Notary Public
PITTSBURGH CITY, ALLEGHENY CNTY
My Commission Expires Oct 22, 2014

[Signature]
Lynnette M. Kosut
NOTARY PUBLIC
My Commission expires: 10/22/2014

Schedule A

**Pooling and Servicing Agreements and Indentures re: Power of Attorney dated as of
January 6, 2012 issued by The Bank of New York Mellon Trust Company, N.A. in favor of
Residential Funding Company, LLC.**



RESIDENTIAL FUNDING COMPANY, LLC

CERTIFICATE OF ASSISTANT SECRETARY

I, Jennifer Shank, Assistant Secretary of Residential Funding Company, LLC (the "Company"), hereby certify that the following is a true and correct copy of the resolution(s) adopted by the Board of Directors of the Company by the Unanimous Written Consent dated January 31, 2012, which resolution(s) I certify to be in full force and effect on the date hereof.

WHEREAS, the Company has entered into a Sub servicing Agreement with Ocwen Loan Servicing, LLC ("Ocwen");

WHEREAS, management of the Company recommends that certain individuals within Ocwen be delegated officer titles and signature authority in order to facilitate the documents needed to perfect the release of mortgage loans on the Company's behalf;

THEREFORE, BE IT

RESOLVED, that certain individuals within Ocwen, as listed on Exhibit A (Certificate of Appointment of Third Party), are hereby delegated the Authorized Signatory Title set forth opposite their names and are solely authorized to execute the following documents on behalf of the Company:

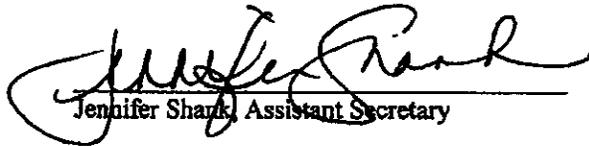
1. The modification or re-recording of a Mortgage or Deed of Trust, where said modification or re-recording is for the purpose of modifying the Mortgage or Deed of Trust for loss mitigation purposes or correcting the Mortgage or Deed of Trust to conform same to the original intent of the parties thereto 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 United States governmental 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.
5. The full 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 of 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 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 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.
- 9. Endorsement of checks received for the application of funds to the mortgage loans serviced for the benefit of the Company

RESOLVED, that in the event of a change in personnel at Ocwen, a senior officer of Ocwen will send a revised list of Authorized Signatories, in substantially the same form as Exhibit A hereto, to any Secretary or Assistant Secretary of the Company in order to change the list of Authorized Signatories;

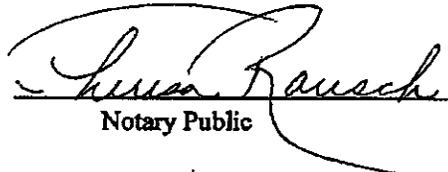
RESOLVED, that the foregoing resolutions replace any previous resolutions approved by the Board of Directors of the Company relating to the same subject matter.

IN WITNESS WHEREOF, I have hereunto set my hand, said Assistant Secretary this 23 day of March 2012


 Jennifer Shank, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA)
)
 COUNTY OF MONTGOMERY)

On this, the 23rd day of March, 2012, before me a notary public, personally appeared Jennifer Shank, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.


 Notary Public

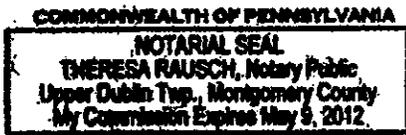


EXHIBIT A**CERTIFICATE OF APPOINTMENT OF THIRD PARTY**

To: Carolyn Traczykiewicz, Assistant Secretary, Residential Funding Company, LLC
("RFC")

From: Richard Delgado, Senior Vice President
Ocwen Loan Servicing, LLC ("Ocwen")

Date: January 31, 2012

This Certificate of Appointment of Third Party is delivered pursuant to the Unanimous Written Consent of Directors of Residential Funding Company, LLC in lieu of Meeting of Board of Directors, dated January 31, 2012 (the "Signing Authority Resolutions").

Effective as of the date set forth above, the authorized officers and/or employees of Ocwen Loan Servicing, LLC set forth below are appointed as Authorized Signatories solely for the purposes set forth in the Signing Authority Resolutions and may sign on behalf of RFC under the Authorized Signatory Title set forth opposite his/her respective name:

<u>Name</u>	<u>Corporate Title at Ocwen</u>	<u>Authorized Signatory title of RFC</u>
Scott W. Anderson	Executive Vice President, Residential Servicing	Assistant Secretary
Timothy Armstrong	Senior Vice President, Residential Loan Servicing	Assistant Secretary
Richard Delgado	Senior Vice President and Treasurer	Assistant Secretary
Adam Ferrary	Vice President – Loan Resolution Processing and Underwriting	Assistant Secretary
Andrew S. Wein	Assistant General Counsel, Litigation	Assistant Secretary
Jeremiah O'Brien	Vice President – Home Retention	Assistant Secretary
Neeraj Mendiratta	Vice President – Default Servicing Oversight	Assistant Secretary
Patrick Broderick	Senior Litigation Counsel	Assistant Secretary
Carol A. Fantozzi	Litigation Counsel	Assistant Secretary
Rebecca Sipowicz	Litigation Counsel	Assistant Secretary
Kevin McMullan	Director, Residential Servicing Houston	Assistant Secretary
Robert E. Kaltenbach	Senior Manager, Ombudsman	Assistant Secretary
Matthew Kunkleman	Manager, Tax	Assistant Secretary
Kevin C. Lee	Senior Manager, Investor Fulfillment	Assistant Secretary
Kathleen Robinson	Senior Manager, Short Sales	Assistant Secretary
Jason D. Jastrzemski	Senior Manager, Insurance, Escrow and Credit	Assistant Secretary
Edward J. Moran	Vice President, Human Resources	Assistant Secretary
Renee L. Hensley	Manager, HAMP Escalation	Assistant Secretary
Michael Antonishak	Director, Servicing Operations	Assistant Secretary
Angela Blye	Manager, Title Resolution	Assistant Secretary
Sleiman Chams	Manager, Home Retention	Assistant Secretary
Thomas Gause	Manager, Default Asset Reporting	Assistant Secretary
Carolin Ciarlariello	Compliance Counsel, Contract Management	Assistant Secretary
Richard S. Fopiano	Supervisor, Cashiering	Assistant Secretary
John Coaster	Senior Manager, Strategy & Foreclosure Prevention	Assistant Secretary
Nancy Eller	Contract Manager	Assistant Secretary
James English	Contract Management Coordinator	Assistant Secretary
Diego Gonzalez	Contract Management Coordinator	Assistant Secretary
Ana Sofia Martins Leao Maia	Contract Management Coordinator	Assistant Secretary
Rene Martinez	Contract Manager	Assistant Secretary
Chris Heinichen	Contract Management Coordinator	Assistant Secretary

Noemi Morales	Senior Contract Manager	Assistant Secretary
Lisa Negron	Senior Contract Manager	Assistant Secretary
Nathan Sands	Senior Manager, Servicing Transaction Management	Assistant Secretary
Diego Rojas	Contract Management Coordinator	Assistant Secretary
William Stolberg	Director, Commercial Servicing & Real Estate	Assistant Secretary
Jolene Stratton	Supervisor, Repurchasing and Compliance	Assistant Secretary
Clara H. Taborda	Senior Contract Manager	Assistant Secretary
Nancy Tavarez	Compliance Manager	Assistant Secretary
Letron Kelly	Contract Manager	Assistant Secretary
Stephen Lee	Contract Management Coordinator	Assistant Secretary
Gina Johnson	Senior Loan Analyst	Assistant Secretary
Nichelle Jones	Loan Analyst	Assistant Secretary
Howard Handville	Loan Analyst	Assistant Secretary
Diane Comstock	Loan Analyst	Assistant Secretary
Rashad Blanchard	Loan Analyst	Assistant Secretary
Paul Myers	Loan Analyst	Assistant Secretary
Stacio Ngo	Manager, Commercial Servicing	Assistant Secretary
Deborah A. Winslow	Commercial Loan Operations Manager	Assistant Secretary
Sandra Lyew	Loan Analyst	Assistant Secretary
David Ho	Senior Asset Manager	Assistant Secretary
Yamali Martinez	Contract Manager	Assistant Secretary
Leticia N. Arias	Contract Manager	Assistant Secretary
Dana Vera	Contract Manager	Assistant Secretary
Ryan M. Dierdroff	Contract Manager	Assistant Secretary
Takisha N. Williams	Contract Manager	Assistant Secretary
Donovan Pitterson	Contract Manager	Assistant Secretary
Meliette Noonan	Contract Management Coordinator	Assistant Secretary
Denise Lundquist	Contract Management Coordinator	Assistant Secretary
Nicole Melton	Contract Management Coordinator	Assistant Secretary
Angela DiPietro	Contract Management Coordinator	Assistant Secretary
Flora Rashtchy	Contract Management Coordinator	Assistant Secretary
Mekeisha Neil	Contract Management Coordinator	Assistant Secretary
Jasmine Amor	Contract Management Coordinator	Assistant Secretary
Christopher Erhard	Home Retention Consultant	Assistant Secretary
Christopher Hall	Home Retention Consultant	Assistant Secretary
Janice Grossett-Bennett	Home Retention Consultant	Assistant Secretary
Joy L. Weston	Contract Management Coordinator	Assistant Secretary
Juanita M. Rodgers	Contract Management Coordinator	Assistant Secretary
Stacey Perrault	Contract Management Coordinator	Assistant Secretary
Benjamin Z. Karp	Contract Management Coordinator	Assistant Secretary
Lisa T. Fiedorowitz	Contract Management Coordinator	Assistant Secretary
Tanisia A. Spaulding	Contract Management Coordinator	Assistant Secretary
Shannon Chikis	Contract Management Coordinator	Assistant Secretary
Crystal J. Lewis-Pierre	Contract Management Coordinator	Assistant Secretary
Adriane Lewis	Contract Management Coordinator	Assistant Secretary
Megan Geusz	Contract Management Coordinator	Assistant Secretary
Richard Work	Contract Management Coordinator	Assistant Secretary