



AmeriTitle
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Document drafted by and
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Des Moines, IA 50328

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POWER OF ATTORNEY
OFFICIAL SEAL, Saginaw County MI
Katheryn A. Kelly Register of Deeds
02/06/2017 12:54:09 PM



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LIMITED POWER OF ATTORNEY

The trusts identified on the attached Schedule A (the "Trusts"), by and through U.S. Bank National Association, a national banking association organized and existing under the laws of the United States and having an office at 60 Livingston Avenue, EP-MN-WS3D, St. Paul, MN 55107, not in its individual capacity but solely as Trustee ("Trustee"), hereby constitutes and appoints Wells Fargo Bank, N.A., ("Servicer"), having an office at 8480 Stagecoach Circle, Frederick, MD 21701 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 (12) below; provided however, that (a) 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, (b) all actions taken by Servicer pursuant to this Limited Power of Attorney must be in accordance with Federal, State and local laws and procedures, as applicable and (c) no power is granted hereunder to take any action that would be either adverse to the interests of or be in the name of U.S. Bank National Association in its individual capacity. 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 the Trustee. These Loans are secured by collateral comprised of mortgages, deeds of trust, deeds to secure debt and other forms of security instruments (collectively the "Security Instruments") encumbering any and all real and personal property delineated therein (the "Property") and the Notes secured thereby. Please refer to **Schedule A** attached hereto.

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 the 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, accepting deeds in lieu of foreclosure, evicting (to the extent allowed by federal, state or local laws) foreclosing on the properties under the Security Instruments by judicial or non-judicial foreclosure, actions for temporary restraining orders, injunctions, appointments of receiver, suits for waste, fraud and any and all other tort, contractual or verifications in support thereof, as may be necessary or advisable in any bankruptcy action, state or federal suit or any other action.

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2. Execute and/or file such documents and take such other action as is proper and necessary to defend the Trustee in litigation and to resolve any litigation where the Servicer has an obligation to defend the Trustee, including but not limited to dismissal, termination, cancellation, rescission and settlement.
3. Transact business of any kind regarding the Loans, as the Trustee's act and deed, to contract 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 relating thereto.
4. Execute, complete, indorse or file 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 estoppel certificates, financing statements, continuation statements, releases, satisfactions, reconveyances, assignments, loan modification agreements, payment plans, waivers, consents, amendments, forbearance agreements, loan assumption agreements, subordination agreements, property adjustment agreements, management agreements, listing agreements, purchase and sale 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 the Trustee.
5. Endorse on behalf of the undersigned all checks, drafts and/or other negotiable instruments made payable to the undersigned.
6. Execute any document or perform any act in connection with the administration of any PMI policy or LPMI policy, hazard or other insurance claim relative to the Loans or related Property.
7. Execute any document or perform any act described in items (3), (4), and (5) in connection with the termination of any Trust as necessary to transfer ownership of the affected Loans to the entity (or its designee or assignee) possessing the right to obtain ownership of the Loans.
8. Subordinate the lien of a mortgage, deed of trust, or deed to secure debt (i) for the purpose of refinancing Loans, where applicable, or (ii) to an easement in favor of a public utility company or a government agency or unit with powers of eminent domain, including but not limited to the execution of partial satisfactions and releases and partial reconveyances reasonably required for such purpose, and the execution or requests to the trustees to accomplish the same.
9. Convey the Property to the mortgage insurer, or close the title to the Property to be acquired as real estate owned, or convey title to real estate owned property ("REO Property").
10. Execute and deliver any documentation with respect to the sale, maintenance, preservation, renovation, repair, demolition or other disposition, of REO Property acquired through a foreclosure or deed-in-lieu of foreclosure, including, without limitation: permits, remediation plans or agreements, certifications, compliance certificates, health and safety certifications, listing agreements; purchase and sale agreements; grant / limited or special warranty / quit claim deeds or any other deed, but not general warranty deeds, causing the

transfer of title of the property to a party contracted to purchase same; escrow instructions; and any and all documents necessary to effect the transfer of REO Property.

11. Servicer has the power to execute additional limited powers of attorney and delegate the authority given to it by U.S. Bank National Association, as Trustee, under the related servicing agreements listed on Schedule A, attached.
12. To execute, record, file and/or deliver any and all documents of any kind where Trustee's interest is designated, stated or characterized as "Successor Trustee", "Successor in Interest", "Successor to", "Trustee/Custodian", "Custodian/Trustee" or other similar designation.


Trustee also grants unto Servicer the full power and authority to correct ambiguities and errors in documents necessary to effect or undertake any of the items or powers set forth in items (1) to (12), above.

In addition to the indemnification provisions set forth in the applicable servicing agreements for the Trusts listed on Schedule A, attached, Servicer hereby agrees to indemnify and hold the 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 misuse of this Limited Power of Attorney by the Servicer. 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 the Trustee under the related servicing agreements listed on Schedule A, attached.

Witness my hand and seal this 22nd day of October, 2015.

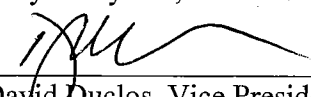
NO CORPORATE SEAL

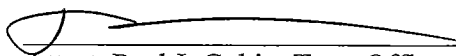
On Behalf of the Trusts, by
U.S. Bank National Association, as Trustee


Witness: Michael James

By: 
Amy B. Byrnes, Senior Vice President


Witness: Kevin Blanchard

By: 
David Duclos, Vice President


Attest: Paul J. Gobin, Trust Officer

CORPORATE ACKNOWLEDGMENT

Commonwealth of Massachusetts

County of Suffolk

On this 22nd day of October, 2015, before me, the undersigned, a Notary Public in and for said County and Commonwealth, personally appeared Amy B. Byrnes, David Duclos and Paul J. Gobin, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as Senior Vice President, 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: _____

Patrick S. MacDonald

My commission expires: 7/16/2021



Schedule A

Client	Investor	Deal
708	J99	U.S. Bank National Association, as Trustee, successor in interest to Wachovia Bank, National Association, as Trustee for GSMPS Mortgage Loan Trust 2004-3
936	L57	
708	B53	U.S. Bank National Association, as Trustee, successor in interest to Wachovia Bank, National Association, as Trustee for GSMPS Mortgage Loan Trust 2004-4
936	K99	
708	L32	U.S. Bank National Association, as Trustee, successor in interest to Wachovia Bank, National Association, as Trustee for GSMPS Mortgage Loan Trust 2005-RP2
936	L03	
708	M51	U.S. Bank National Association, as Trustee, successor in interest to Wachovia Bank, National Association, as Trustee for GSMPS Mortgage Loan Trust 2005-RP3
936	L05	
708	B11	U.S. Bank National Association, as Trustee for GSMPS Mortgage Loan Trust 2006-RP1
936	L06	
708	440	U.S. Bank National Association, as Trustee for GSMPS Mortgage Loan Trust 2006-RP2
936	M07	
708	P92	U.S. Bank National Association, as Trustee, successor in interest to Wachovia Bank, National Association, as Trustee for GSR 2003-7F
708	18F	U.S. Bank National Association, as Trustee, successor in interest to Wachovia Bank, National Association, as Trustee for GSR Mortgage Loan Trust 2004-4
708	904	U.S. Bank National Association, as Trustee, successor in interest to Wachovia Bank, National Association, as Trustee for GSR Mortgage Loan Trust 2004-9, Mortgage Pass-Through Certificates, Series 2004-9
708	914	U.S. Bank National Association, as Trustee, successor in interest to Wachovia Bank, National Association, as Trustee for GSR Mortgage Loan Trust 2004-11
708	F09	U.S. Bank National Association, as Trustee for GSR Mortgage Loan Trust 2004-12
708	F32	U.S. Bank National Association, as Trustee for GSR Mortgage Loan Trust 2004-14
708	237	U.S. Bank National Association, as Trustee, successor in interest to Wachovia Bank, National Association, as Trustee for GSR 2004-2F
708	227	U.S. Bank National Association, as Trustee, successor in interest to Wachovia Bank, National Association, as Trustee for GSR 2004-8F
708	17H	U.S. Bank National Association, as Trustee, successor in interest to Wachovia Bank, National Association, as Trustee for GSR Mortgage Loan Trust 2004-13F, Mortgage Pass-Through Certificates, Series 2004-13F
708	18M	U.S. Bank National Association, as Trustee, successor in interest to Wachovia Bank, National Association, as Trustee for GSR Mortgage Loan Trust 2005-1F
708	L49	U.S. Bank National Association, as Trustee, successor in interest to Wachovia Bank, National Association as Trustee for GSR 2005-5F
708	84N	U.S. Bank National Association, as Trustee for GSR Mortgage Loan Trust 2005-6F
708	84P	U.S. Bank National Association, as Trustee, successor in interest to Wachovia Bank, National Association, as Trustee for GSR Mortgage Loan Trust 2005-7F
708	M54	
708	84Q	U.S. Bank National Association, as Trustee for GSR Mortgage Loan Trust 2005-8F, Mortgage Pass-Through Certificates, Series 2005-8F
708	K42	U.S. Bank National Association, as Trustee for GSR Mortgage Loan Trust 2005-AR1
708	L18	U.S. Bank National Association, as Trustee for GSR Mortgage Loan Trust 2005-AR2
708	84S	U.S. Bank National Association, as Trustee for GSR Mortgage Loan Trust 2005-AR3
708	L66	U.S. Bank National Association, as Trustee for GSR Mortgage Loan Trust 2005-AR4
708	M57	U.S. Bank National Association, as Trustee for GSR Mortgage Loan Trust 2005-AR5
708	M75	U.S. Bank National Association, as Trustee for GSR Mortgage Loan Trust 2005-AR6
708	M31	U.S. Bank National Association, as Trustee for GSR Mortgage Loan Trust 2005-AR7
708	B4W	U.S. Bank National Association, as Trustee for GSR Mortgage Loan Trust 2006-5F
708	B4X	U.S. Bank National Association, as Trustee for GSR Mortgage Loan Trust 2006-6F