

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **THE BANK OF NEW YORK MELLON**, having its office at 101 Barclay Street, 7E, New York, NY, 10286 (the "Bank"), hereby appoints **Specialized Loan Servicing, 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 agreements listed on Schedule I 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 (i) to an easement in favor of a public utility company of a government agency or unit with powers of eminent domain or (ii) for the purposes of refinancing a mortgage loan; 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 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;

After Recording Return To:  
Prominent Escrow  
2601 Saturn St, Suite 350  
Brea, CA 92821

- 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, including the defense of any claims related to the Mortgage, 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 full power and authority to correct minor ambiguities and errors in documents necessary to effect items 1 through 9 above.

Capitalized terms not otherwise defined herein shall have the meanings set forth in the applicable pooling and servicing agreement listed on Schedule I hereto.

This Power of Attorney is effective for two (2) 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.

[Signature page follows]

IN WITNESS WHEREOF, The Bank of New York Mellon, as Trustee, pursuant to the applicable pooling and servicing agreements listed on Schedule I hereto, and these present to be signed and acknowledged in its name and behalf by Loretta A. Lundberg, its duly elected and authorized Managing Director and Gavin Tsang, its duly elected and authorized Vice President this 13<sup>th</sup> day of February, 2017.

The Bank of New York Mellon, as Trustee

By: 

Name: Loretta A. Lundberg  
Title: Managing Director

By: 

Name: Gavin Tsang  
Title: Vice President

Witness: 

Brizette Drysdale

Witness: 

Thomas R. Johnson

### ACKNOWLEDGMENT

STATE OF NEW YORK )

COUNTY OF NEW YORK )

On the 13<sup>th</sup> day of February in the year 2017 before me, the undersigned, personally appeared Loretta A. Lundberg and Gavin Tsang, 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.

IN WITNESS THEREOF, I have hereunto set my hand and affixed by official seal the day and year in this certificate first above written.

  
Notary Public

RAFAL BAR  
NOTARY PUBLIC, State of New York  
No. 01BA6293822  
Qualified in Kings County  
Commission Expires Dec. 16, 2017



## SCHEDULE 1

Inv #	Deal Name	Pooling and Servicing Agreements
8012	CWALT 2002-11	Pooling and Servicing Agreement dated as of August 1, 2002 by and among CWMBS, Inc., as Depositor; Countrywide Home Loans, Inc., as Seller; Countrywide Home Loans Servicing LP, as Master Servicer; and The Bank of New York, as Trustee
8027	CWALT 2003-9T1	Pooling and Servicing Agreement dated as of May 1, 2003 by and among CWMBS, Inc., as Depositor; Countrywide Home Loans, Inc., as Seller; Countrywide Home Loans Servicing LP, as Master Servicer; and The Bank of New York, as Trustee
8031	CWHL 2002-19	Pooling and Servicing Agreement dated as of September 1, 2002 by and among CWMBS, Inc., as Depositor; Countrywide Home Loans, Inc., as Seller; Countrywide Home Loans Servicing LP, as Master Servicer; and The Bank of New York, as Trustee
8035	CWHL 2002-39	Pooling and Servicing Agreement dated as of December 1, 2002 by and among CWMBS, Inc., as Depositor; Countrywide Home Loans, Inc., as Seller; Countrywide Home Loans Servicing LP, as Master Servicer; and The Bank of New York, as Trustee
8043	CWHL 2003-44	Pooling and Servicing Agreement dated as of August 1, 2003 by and among CWMBS, Inc., as Depositor; Countrywide Home Loans, Inc., as Seller; Countrywide Home Loans Servicing LP, as Master Servicer; and The Bank of New York, as Trustee
8044	CWHL 2003-HYB1	Pooling and Servicing Agreement dated as of January 1, 2003 by and among CWMBS, Inc., as Depositor; Countrywide Home Loans Inc. , as Seller; Countrywide Home Loans Servicing LP, as Master Servicer; and The Bank of New York, as Trustee
8045	CWHL 2003-HYB2	Pooling and Servicing Agreement dated as of March 1, 2003 by and among CWMBS, Inc., as Depositor; Countrywide Home Loans Inc., as Seller; Countrywide Home Loans Servicing LP, as Master Servicer; and The Bank of New York, as Trustee
8046	CWHL 2003-HYB3	Pooling and Servicing Agreement dated as of June 1, 2003, by and among CWMBS, Inc., as Depositor; Countrywide Home Loans, Inc., as Seller; Countrywide Home Loans Servicing LP, as Master Servicing; and The Bank of New York, as Trustee

8050	CWHL 2003-J15	Pooling and Servicing Agreement dated as of December 1, 2003 by and among CWMBS, Inc., as Depositor; Countrywide Home Loans, Inc., as Seller; Park Granada LLC, as Seller; Countrywide Home Loans Servicing LP, as Master Servicer; and The Bank of New York, as Trustee
8055	CWHL 2003-J8	Pooling and Servicing Agreement dated as of August 1, 2003 by and among CWMBS, Inc., as Depositor; Countrywide Home Loans, Inc., as Seller; Countrywide Home Loans Servicing LP, as Master Servicer; and The Bank of New York, as Trustee
8057	CWHL 2004-J1	Pooling and Servicing Agreement dated as of January 1, 2004 by and among CWMBS, Inc., as Depositor; Countrywide Home Loans, Inc., as Seller; Park Granada LLC, as Seller; Countrywide Home Loans Servicing LP, as Master Servicer; and The Bank of New York, as Trustee
8058	CWL 2002-2	Pooling and Servicing Agreement dated June 1, 2002 by and among CWABS, Inc. as Depositor, Countrywide Home Loans, Inc., as Seller; Countrywide Home Loans Servicing LP, as Master Servicer, and The Bank of New York, as Trustee
8059	CWL 2002-3	Pooling and Servicing Agreement dated as of September 1, 2002 by and among CWABS, Inc., as Depositor; Countrywide Home Loans, Inc., as Seller; Countrywide Home Loans Servicing LP, as Master Servicer; and The Bank of New York, as Trustee and BNY Western Trust Company, as Co-Trustee
8060	CWL 2002-5	Pooling and Servicing Agreement dated as of December 1, 2002, by and among CWABS, Inc., as depositor, Countrywide Home Loans, Inc., as seller, Countrywide Home Loans Servicing LP, as master servicer, and The Bank of New York, as trustee
8063	CWL 2002-BC3	Pooling and Servicing Agreement dated as of August 1, 2002 by and among CWABS, Inc., as Depositor; Countrywide Home Loans, Inc., as Seller; Countrywide Home Loans Servicing LP, as Master Servicer; and The Bank of New York, as Trustee and BNY Western Trust Company, as Co-Trustee
287	CWL 2003-SC1	Pooling and Servicing Agreement dated as of November 1, 2003 among CWABS, Inc., as Depositor, Countrywide Home Loans, Inc., as Seller, Countrywide Home Loans Servicing LP, as Master Servicer, and The Bank of New York, as Trustee
412	CWL 2006-S10	Pooling and Servicing Agreement dated as of December 1, 2006 among CWHEQ, Inc., as Depositor, Countrywide Home Loans, Inc., as a seller, Park Granada LLC, as a seller, Park Monaco Inc., as a seller, Park Sienna LLC, as a seller, Countrywide Home Loans Servicing LP, as Master Servicer, and The Bank of New York, as Trustee