

Official Record

Recording requested By  
FIRST AMERICAN TITLE

Lincoln County - NV

Leslie Boucher - Recorder

Fee: \$16.00

Page 1 of 3

RPTT:

Recorded By: LB

Book- 257 Page- 0181



0136163

APN \_\_\_\_\_

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Power of Attorney

Title of Document

Affirmation Statement

\_\_\_\_\_ I, the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

\_\_\_\_\_ I, the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain the social security number of a person or persons as required by law: \_\_\_\_\_  
(State specific law)

Allyson Long Agent  
Signature Title

Allyson Long  
Print

7-26-10  
Date

Grantees address and mail tax statement:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS The Bank of New York Mellon, a banking corporation organized and existing under the laws of the State of New York and having an office for the conduct of business at 101 Barclay Street, New York, New York 10286 solely in its capacity as Trustee (in such capacity the "Trustee") under the various Pooling and Servicing Agreements entered into from time to time among CWMB, Inc. ("CWMB"), as Depositor, OneWest Bank, FSB as successor in interest to IndyMac Federal Bank, FSB, and IndyMac Bank, FSB as seller and master servicer (the "Seller and Master Servicer"), and the Trustee (each a "Pooling Agreement"), pursuant to which CWMB, Inc. Mortgage Pass-Through Certificates are issued, and not in its individual corporate capacity, hereby constitutes and OneWest Bank, a Federal Savings Bank organized and existing under the laws of the United States of America and having an office for the conduct of business at 888 East Walnut Street, Pasadena, California 91101, in its capacity as Master Servicer, as its true and lawful attorney-in-fact, in its name, place and stead for its use and benefit, in accordance with the terms of the related Pooling Agreement, to execute and acknowledge in writing or by facsimile stamp any and all instruments of satisfaction or cancellation or of partial or full release or discharge and all other comparable instruments, with respect to the Mortgage Loans, and with respect to the Mortgage Properties held for the benefit of the Certificateholders, to execute and acknowledge in writing or by facsimile stamp any and all documents which are customarily and reasonably necessary and appropriate to effectuate foreclosure, any legal action brought to obtain judgment against the Mortgagor on the Mortgage Note or the Mortgage, to obtain a deficiency judgment or other conversion of the ownership of the Mortgaged Property securing any Mortgage Loan, to execute and acknowledge in writing or by facsimile stamp any and all instruments related to the marketing and disposition of any REO Property, to execute and acknowledge in writing or by facsimile stamp all documents which are customarily and reasonably necessary and appropriate (including Uniform Commercial Code termination statements) for the release or assignment (whether by a Mortgage Extension and Consolidation Agreement or other form of Assignment) of a mortgage, deed of trust or deed to secure debt or other similar security instrument (including co-op mortgages) upon payment and discharge of all sums secured thereby and which relate to the Mortgage Loans owned by the undersigned is named therein as mortgage or beneficiary or has become mortgagee or beneficiary by virtue of assignment of the mortgage, deed of trust or deed to secure debt or other similar security instrument (including co-op mortgages).

The undersigned gives to said attorney-in-fact full power and authority to execute such instruments as if the undersigned were personally present, hereby ratifying and confirming all said attorney-in-fact shall lawfully do or cause to be done by authority hereof. Third parties without actual notice may rely upon the power granted to said attorney-in-fact under this Power of Attorney and may assume that, upon the exercise of such power, all conditions precedent to such exercise of power have been satisfied and this Power of Attorney has not been revoked unless an Instrument of Revocation has been recorded.

This Power of Attorney has been executed and is effective as of the 29<sup>th</sup> day of July, 2009 and the same shall continue in full force and effect until the occurrence of any of the following events or until revoked in writing by the undersigned:

- i. the suspension or termination of OneWest Bank, FSB as Master Servicer with respect to the Mortgage Loans serviced under all of the Pooling Agreements;
- ii. the transfer of servicing to another Master Servicer from OneWest Bank, FSB with respect tot the Mortgage Loans serviced under all of the Pooling Agreements;
- iii. the appointment of a receiver or conservator with respect to the business of OneWest Bank, FSB; and
- iv. the filing of a voluntary or involuntary petition of bankruptcy by OneWest Bank, FSB or any of its creditors.

Notwithstanding the foregoing, the power and the authority given to said attorney-in-fact under this Limited Power of Attorney shall be revoked with respect to a particular Pooling and Agreement and the Mortgage Loans subject thereto upon the occurrence of:

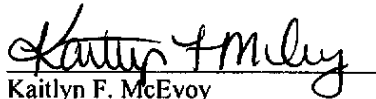


- i. the suspension or termination of OneWest Bank, FSB as the Servicer under such Pooling and Agreement or of the attorney-in-fact under the related Pooling Agreement; or
- ii. the transferring of servicing under such Pooling Agreement from OneWest Bank, FSB to another Master Servicer or from said attorney-in-fact under the related Agreement to another Master Servicer.

Nothing contained herein shall be deemed to amend or modify the related Pooling and Agreements or the respective rights, duties or obligations of the Trustee or OneWest Bank, FSB thereunder, and nothing herein shall constitute a waiver of any rights or remedies thereunder.

Capitalized terms used but not defined herein shall have the meanings ascribed to them under the Pooling Agreement

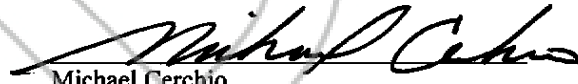
WITNESS:


  
 Kaitlyn F. McEvoy  
 Trust Associate

The Bank of New York Mellon, as Trustee  
as aforesaid and not individually

WITNESS:

  
 Kyle Pasi  
 Trust Associate

  
 Michael Cerchio  
 Vice President

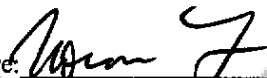
  
 Melissa J. Adelson  
 Managing Director

State of New York                    )  
   ) ss.:  
 County of Queens                    )

On August 17<sup>th</sup>, 2009 before me, Norman Yu, Notary Public, personally appeared Michael Cerchio and Melissa J. Adelson, personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: 

Norman Yu  
 NOTARY PUBLIC  
 STATE OF NEW YORK  
 Qualified in Queens County  
 LIC# 01YU6183731  
 COMM. EXP. 3-24-2012