



201103140123

Skagit County Auditor

3/14/2011 Page

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6 4:03PM

WHEN RECORDED RETURN TO:

Land Title & Escrow
3010 Commercial Avenue
Anacortes, WA 98221

LAND TITLE OF SKAGIT COUNTY

138262-SAE

DOCUMENT TITLE(S):

Power of Attorney

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

GRANTOR:

THE BANK OF NEW YORK MELLON f/k/a THE BANK OF NEW YORK

GRANTEES:

To Public

ABBREVIATED LEGAL DESCRIPTION:

Lot 72 Ramona Sam Sudan 12/1 mac NO 11

TAX PARCEL NUMBER(S):

P68456/3982-000-022-0000

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **THE BANK OF NEW YORK MELLON** *f/k/a* **THE BANK OF NEW YORK**, having its main office at 101 Barclay Street, New York, New York 10286 (the "Bank"), hereby appoints US Real Estate Services, Inc. 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 each of the trust series listed on the 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 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



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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

10. 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.

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.

IN WITNESS WHEREOF, The Bank of New York Mellon, f/k/a The Bank of New York, as Trustee, pursuant to that Pooling and Servicing Agreement among First Horizon Asset Securities, as Depositor, First Horizon Home Loan, as Master Servicer, and The Bank of New York Mellon, f/k/a The Bank of New York, as Trustee, executed in connection with each of the trust series set forth in the Schedule "A" annexed hereto, and these present to be signed and acknowledged in its name and behalf by Melissa J. Adelson, its duly elected and authorized Managing Director this 22nd day of September, 2010.

THE BANK OF NEW YORK MELLON, f/k/a The Bank of New York, as Trustee in connection with each trust series set forth in the Schedule "A" attached hereto

By: [Signature]
Name: Melissa J. Adelson
Title: Managing Director

By: [Signature]
Name: Janet Russo
Title: Vice President

Witness: [Signature]
Printed Name: Alan Toppin

Witness: [Signature]
Printed Name: Jeffrey Otuaney



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ACKNOWLEDGEMENT

STATE OF NEW YORK §
 §
COUNTY OF KINGS §

Personally appeared before me the above-named Melissa J. Adelson and Janet Russo, 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, f/k/a The Bank of New York, as Trustee in connection with each of the trust series set forth in the Schedule "A" annexed hereto, and acknowledged that (s)he executed the same as (her)his free act and deed and the free act and deed of the Trustee.

Subscribed and sworn before me
this 21st day of September, 2010.

NOTARY PUBLIC

Margarita Krupkina
Notary Public State of New York
No. 01KRG158671
Qualified in Kings County
Commission Expires 01/29/2011

My Commission expires: _____



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Schedule A

Investor	Deal Name	Investor	Deal Name
340	FHASI FH02-07	651	FHASI FH05-AR3
350	FH 2004 HE4	652	FHAMS FH05-FA5
410	FHASI FH02-08	653	FHAMS FH05-AA6
411	FHASI FH02-AR2	656	FHAMS FH05-AA7
412	FHASI FH02-09	657	FHAMS FH05-FA6
413	FHASI FH03-01	658	FHASI FH05-AR4
414	FHASI FH03-02	659	FHAMS FH05-AA9
415	FHASI FH03-AR1	660	FHAMS FH05-FA8
416	FHASI FH03-03	661	FHASI FH05-06
417	FHASI FH03-04	662	FHASI FH05-AR5
418	FHASI FH03-05	663	FHASI FH05-07
419	FHASI FH03-AR2	665	FHAMS FH05-FA9
420	FHASI FH03-06	666	FHAMS FH05AA10
421	FHASI FH03-07	667	FHAMS FH05AA11
422	FHASI FH03-08	668	FHAMS FH05FA10
423	FHASI FH03-AR3	669	FHASI FH05-08
424	FHASI FH03-09	670	FHAMS FH05AA12
425	FHASI FH03-AR4	671	FHAMS FH05FA11
426	FHASI FH03-10	672	FHASI FH05-AR6
427	FHASI FH04-01	673	FHAMS FH06-AA1
428	FHASI FH04-AR1	674	FHAMS FH06-FA1
429	FHASI FH04-02	675	FHAMS FH06-AA2
430	FHASI FH04-03	676	FHAMS FH06-FA2
436	FHASI FH04-AR2	677	FHASI FH06-AR1
437	FHASI FH04-04	678	FHASI FH06-01
438	FHAMS FH04-AA1	679	FHAMS FH06-AA3
439	FHASI FH04-AR3	680	FHAMS FH06-FA3
440	FHASI FH04-05	1001	FHAMS FH06-AA4
441	FHAMS FH04-AA2	1002	FHAMS FH06-FA4
442	FHASI FH04-AR4	1003	FHASI FH06-AR2
443	FHAMS FH04-AA3	1004	FHASI FH06-02
444	FHAMS FH04-FA1	1005	FHAMS FH06-AA5
445	FHASI FH04-AR5	1006	FHAMS FH06-FA5
446	FHASI FH04-06	1007	FHAMS FH06-FA6
447	FHAMS FH04-AA4	1008	FHASI FH06-03
448	FHAMS FH04-AA5	1009	FHAMS FH06-AA6
449	FHASI FH04-AR6	1010	FHASI FH06-AR3
450	FHASI FH04-07	1011	FHAMS FH06-FA7
483	FHAMS FH04-FA2	1012	FHAMS FH06-AA7
484	FHAMS FH04-AA6	1013	FHASI FH06-04
485	FHASI FH04-AR7	1014	FHAMS FH06-AA8
486	FHAMS FH04-AA7	1015	FHAMS FH06-FA8
487	FHASI FH04-FL1	1016	FHASI FH06-AR4
488	FHAMS FH05-FA1	1017	FHASI FH07-01
489	FHAMS FH05-AA1	1018	FHAMS FH07-FA1
490	FHASI FH05-01	1019	FHAMS FH07-FA2
491	FHAMS FH05-FA2	1020	FHAMS FH07-AA1
492	FHAMS FH05-AA2	1021	FHASI FH07-2
493	FHASI FH05-AR1	1022	FHASI FH07-AR1



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Schedule A

494	FHASI FH05-02	1023	FHAMS FH07-FA3
495	FHAMS FH05-FA3	1024	FHASI FH07-3
496	FHAMS FH05-AA3	1025	FHASI FH07-4
497	FHASI FH05-03	1026	FHASI FH07-AR2
498	FHAMS FH05-FA4	1027	FHAMS FH07-AA2
499	FHAMS FH05-AA4	1028	FHAMS FH07-FA4
500	FHASI FH05-AR2	1029	FHAMS FH07-AA3
502	FHAMS FH05-AA5	1030	FHAMS FH07-FA5
503	FHASI FH05-05	1031	FHASI FH07-AR3
504	FHAMS FH05-FA7	1032	FHASI FH07-5
505	FHAMS FH05-AA8	1033	FHASI FH07-6
650	FHASI FH05-04		



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