

# UNOFFICIAL COPY



RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:  
Paid Accounts Dept # 410  
Chase Manhattan Mortgage Corporation  
PO Box 509011  
San Diego, CA 92150-9944  
Attn: \_\_\_\_\_

Doc#: 0408316221  
Eugene "Gene" Moore Fee: \$50.50  
Cook County Recorder of Deeds  
Date: 03/23/2004 02:41 PM Pg: 1 of 3

## LIMITED POWER OF ATTORNEY

*Book, IL*

KNOW ALL MEN BY THESE PRESENTS, that The Bank of New York, a New York banking corporation, organized and existing under the laws of the State of New York and having its principal place of business at 101 Barclay Street, New York, New York 10286 as Trustee (the "Trustee") pursuant to that Pooling and Servicing Agreement, dated as of April 1, 1994 (the "Pooling Agreement"), by and among the Trustee, and Nomura Asset Securities Corp. as Depositor ("Depositor") and Chase Manhattan Mortgage Corp. as Servicer ("Servicer"), hereby constitutes and appoints the Servicer, by and through the Servicer's officers, the Trustee's true and lawful Attorney-in-Fact, in the Trustee's name, place and stead and for the Trustee's benefit, in connection with all Mortgage Loans serviced by the Servicer pursuant to the Pooling and Servicing Agreement for the purpose of performing all acts and executing all documents in the name of the Trustee as may be customarily and reasonably necessary and appropriate to effectuate the following enumerated transactions in respect of any of the mortgages or deeds of trust (the "Mortgages" and the "Deeds of Trust" respectively) and promissory notes secured thereby (the "Mortgage Notes") for which the undersigned is acting as Trustee on behalf of the Nomura Asset Securities Series 1994-2 (whether the undersigned is name therein as mortgagee or beneficiary or has become mortgagee by virtue of endorsement of the Mortgage Note secured by any such Mortgage or Deed of Trust) and for which the Servicer is acting as servicer, all subject to the terms of the Pooling and Servicing Agreement.

This appointment shall apply to the following enumerated transactions only:

1. The modification or re-recording of a Mortgage, Deed of Trust or Assignment thereof where said modification or re-recording is for the purpose of correcting the Mortgage, Deed of Trust or Assignment to conform same to the original intent of the parties hereto 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 trustee 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 repurchase of the mortgage loan secured and evidenced thereby.

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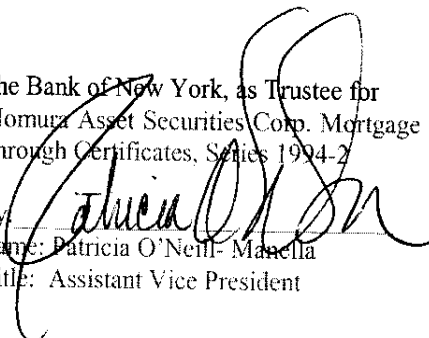
7. The full assignment of Mortgage or Deed of Trust upon payment and discharge of all sums secured thereby in conjunction with the refinancing thereof, including, without limitation the assignment of the related Mortgage Note.
8. With respect to a Mortgage or Deed of Trust, the foreclosure, the taking of a deed in lieu of foreclosure, or the completion of judicial or non-judicial foreclosure or termination, cancellation or 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.
9. The conveyance of the property to any mortgage insurer, or the closing of the title to the property to be acquired as real estate owned, or conveyance of the title to real estate owned.

The undersigned gives said Attorney-in-Fact full power and authority to execute such instruments and to do and perform all and every act and thing necessary and proper to carry into effect the power or powers granted by or under this Limited Power of Attorney, each subject to the terms and conditions set forth in the Pooling Agreement and in accordance with the standard of care applicable to servicers in the Pooling Agreement as fully as the undersigned might or could do, and hereby does ratify and confirm to all that said Attorney-in-Fact shall lawfully do or cause to be done by authority hereof. This Limited Power of Attorney shall be effective as of November 30, 2001.

Third parties without actual notice may rely upon the exercise of the power granted under this Limited Power of Attorney; and may be satisfied that this Limited Power of Attorney shall continue in full force and effect and has not been revoked unless an instrument of revocation has been in writing by the undersigned.

IN WITNESS WHEREOF, The Bank of New York, as Trustee pursuant to that Pooling Agreement (Nomura Asset Securities Corp. Mortgage Pass-Through Certificates, Series 1994-2) has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by Patricia O'Neill-Manella, its duly elected and authorized Assistant Vice President this 27th day of November, 2001.

The Bank of New York, as Trustee for  
Nomura Asset Securities Corp. Mortgage Pass-  
Through Certificates, Series 1994-2

By:   
Name: Patricia O'Neill-Manella  
Title: Assistant Vice President

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STATE OF NEW YORK  
COUNTY OF NEW YORK

On November 27, 2001 before me, the undersigned, a Notary Public in and for said state, personally appeared Patricia O'Neill-Manella of The Bank of New York, as Trustee for Nomura Asset Securities Corp., Mortgage pass-Through Certificates, Series 1994-2 personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed that same in her authorized capacity, and that by her signature on the instrument the entity upon behalf of which the person acted and executed the instrument.

WITNESS my hand and official seal.



Notary Public

**HENRY BAEZ  
NOTARY PUBLIC  
BRONX CONTY  
STATE OF NEW YORK  
REGISTRATION #01BA6031258  
EXPIRES 09/27/2005**

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