## IOFFICIAL COP

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO: NEW SOUTH FEDERAL SAVINGS BANK 1900 Crestwood Boulevard

Birmingham, AL 35210

Att: Traces Ho

LIMITED POWER OF ATTORNEY

Doc#: 0408942004

Eugene "Gene" Moore Fee: \$50.50 Cook County Recorder of Deeds

Date: 03/29/2004 07:47 AM Pg: 1 of 3

hicogo, I

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 2 to Servicing Agreement, dated as of November 1,1999 (the "Pooling Agreement"), by and among the Trustee,) and Paine Webber, Mortgage Acceptance Corporation IV, as depositor (the "Depositor"), and New South Federal Savings Bank, as transferor and servicer (the "Transferor" or the "Servicer", as applicable) ("New South Home Equity Asset Backed certificates, Series 1999-2"), 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 ram, 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 "Nortgages" 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 New South Home Equity Asset Backer Certificates, Series 1999-2 (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 A greenent.

This appointment shall apply to the following enumerated transactions only:

- The modification or re-recording of a Mortgage, Deed of Trust or Assignment thereof where 1. 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 thereto or to correct title errors discovered after such title insurance was issued and said modification care 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 easemen in favor of a public utility company of a United States governmental agency or unit with powers of emirient domain; this section shall include, without limitation, the execution of partial satisfaction /re'e2ses, 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.
- 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.
- The assignment of any Mortgage or Deed of Trust and the related Mortgage Note, in connection 6. with repurchase of the mortgage loan secured and evidenced thereby.

0408942004 Page: 2 of 3

## UNOFFICIAL COPY

- 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 of 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. oe 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 properties 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 January 31, 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 (New South Home Equity Asset Backed Certificates, Series 1999-2) 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 18<sup>th</sup> day of July 2001.

The Bank of New York, as Trustee for New South Home Equity Asset Backed

Certificates, Series 1999-2

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

0408942004 Page: 3 of 3

## **UNOFFICIAL COPY**

STATE OF NEW YORK COUNTY OF NEW YORK

On July 18, 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 New South Home Equity Asset Backed Certificates, Series 1999-2 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, STATE OF NEW YORK
NO. 01BA6031258
QUALIFIED IN BRONX COUNTY
COMMISSION EXPIRES 09/27/2001

Clartico