After Recording return to: NOFFICIAL COPY

Name: Address

Sovereign Bank 601 Penn Street Reading, PA 19601 10-6438-CA5 S.Horn



Doc#: 0813048021 Fee: \$70.50 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds Date: 05/09/2008 11:29 AM Pg: 1 of 5

### **POWER OF ATTORNEY**

#0176861599.

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, The Bank of New York Trust Company, NA, having its branch office at 600 Travis, Houston, Texas, 77002 and its main office at 700 South Flowers, 2nd Floor, Los Angeles, CA 90017-4104 (the "Bank"), hereby appoint Sovereign Bank 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 BankBoston Home Equity Loan Trust 1998-1 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 ne eto 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;



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- 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
- 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 mode 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 (i) the Attorney shall no longer be retained on behalf of the Bank or an affiliate of the Bank; or (iii) the expiration of the 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

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.

IN WITNESS WHEREOF, The Bank of New York Trust Company, NA, as successor-in-interest to JPMorgan Chase Bank, N.A., as Trustee, pursuant to that Pooling and Servicing Agreement among the Depositor, the Servicer, and the Trustee, dated as of July 1, 1998, and these present to be signed and acknowledged in its name and behalf by Michael Eggert its duly elected and authorized Managing I arec or this 15th day of February, 2008.

The Bank of New York Trust Company, NA

By:\_

Name: Michael Eggert

Title: Managing Director

Witness:

Printed Name: Terry L. Stewart

Witness:

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#### **ACKNOWLEDGEMENT**

STATE OF TEXAS § COUNTY OF HARRIS

Personally appeared before me the above-named Michael Eggert, known or proved to me to be the same person who executed the foregoing instrument and to be the Managing Director of The Bank of New York Trust Company, NA as successor-in-interest to JPMorgan Chase Bank, National Association, as Trustee for BankBoston Home Equity Loan Trust 1998-1, and acknowledged that he executed the same as his free act and deed and the free act and deed of the Trustee.

NOTARY PUBLIC

Coot County Clark's Office

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# UNOFFICIAL COPY Sovereign Bank

**FURTHER RESOLVED**, that the following officers be given the authority to sign contracts of sale, deeds, settlement sheets and any other document necessary to sell and convey residential or commercial Real Estate Owned ("REO") properties of the Bank, namely:

Badame, Nicholas

Bowen, John

Cacroft, Constance M.

Craplicki, John

Geld, Richard M.

Kendall, William

LaMothe, Roland

LeVan, M. J.

Marino, Simone

Morris, Steven J.

Previtera, Deborah

Ramos, Domingas

Russo, Denise Sedlock, Joseph R., Jr.

Solley, Heather

Sturm, Margaret, M.

Weiler, Jamie A.

Blaston, Joseph M.

Carnivale, David

Cosman, James

Duckworth, Jason

Hartman, Cathy

Kraus, Robert G.

Latimer, Bradford

Long, Deborah

McGrath, Sharon

O'Brien, James J.

Price, Rosemarie A.

Reiff, Robert

Scull. P. Wendell

Smitley, Helen

Spitko, Lesley

Toukovich, Christopher M.

Young, Thomas J.

FURTHER RESOLVED, that (i) any officer of the Bank in the managed asset, commercial, consumer loan and mortgage screening divisions, (ii) any officer of the Bank with Commercial Lending, Mortgage Lending or Consumer Loan Lending Authority and (iii) any of the following persons hereby are each individually authorized to execute, assign, satisfy, subordinate, release, extend, modify and otherwise service notes, mortgages UCC filing statements and other documents related to loans and extensions of credit owned by the Bank.

Anthony, Michael

Birch, Heather

Campos, Maribel

Cocroft, Constance M.

Cosman, James

Duckworth, Jason

Gantz, Shirley

Hartman, Cathy Hix, Russell

Kreitz, Diane

Badame, Nicholas

Blaston, Joseph M.

Carnivale, David

Correia. Maria

Czaplicki, John

Fryc, Robert

Geld, Richard M.

Heller, Candie

Kraus\_Robert G.

Latimer, Bradford

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LeVan, M. J. Long, Deborah Marino, Simone McGrath, Sharon O'Brien, James J. Pfirrman, Christopher Price, Rosemarie A. Reiff, Robert C. Roberts, Robert Scull, P. Wendell Smitley, Helen Steele, Andrea Sturn, Margaret M. Toomsy, Richard ohe.

Or Coot County Clark's Office Wassmus, Stephen

Wessner, Robin

Liberti, Frank Madden, Thomas Martin, Timothy Morris, Steven J. Pastore, Cynthia Previtera, Deborah M. Ramos, Domingas Rightmyer, Linda Russo, Denise Sedlock, Joseph R., Jr. Spitko, Lesley Steiger, Lora Tonkovich, Christopher M.

Velletri, Laura

Weiler, Jamie A.