Do NOT Remove

P BK 102 PG 598

County of Fulton

COUNTY BUILDING
223 WEST MAIN STREET
JOHNSTOWN, NEW YORK 12095

Phone: (518) 736-5555

LIBER: 951 PAGE: 57

LIBER: 951 PG: 57
09/09/2003 01:47:18PM
INST # 6260
FULTON COUNTY CLERK
WILLIAM E. ESCHLER

Type of document POA

Party(ies): Grantor/Mortgagor/Assignor

LaSalle Bank

Party(ies): Grantee/Mortgagee/Assignee

EMC Mortgage

Town

Consideration

STATE MS.-DESOTO CO.
FILED
APR 7 10 25 AM '04 PS PS
BK 102 PG 598
W.E. DAVIS CH. CLK.

Record & Return to:

EMC Mortgage Corp.
909 Hidden Ridge Dr.
Irving, TX 75038

Recorded by:

This sheet constitutes the Clerk endorsement required by section 316 A (5) for the Real Property Law of the State of New York

8 BK102PG599

LIBER: 951 PAGE: 58

When recorded return to:
EMC Mortgage Corporation
Attn: Collateral Management
909 Hidden Ridge Drive
Irving, TX 75038
972/444-2800

Prepared by:
LaSalle Bank National Association
Attn: Asset-Backed Securities Trust Services
135 South LaSalle Street, Suite 1625
Chicago, IL 60603
312/904-7992

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that LaSalle Bank National Association, a national banking association organized and existing under the laws of the United States and having its principal place of business at 135 South LaSalle Street, Suite 1625, Chicago, Illinois, 60603, as Trustee (the "Trustee") pursuant to a number of Pooling and Servicing Agreements (attached as Exhibit "A"), hereby constitutes and appoints EMC Mortgage Corporation ("EMC"), by and through EMC'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 Agreements solely for the purpose of performing such acts and executing such documents in the name of the Trustee necessary and appropriate to effectuate the following enumerated transactions in respect of any of the mortgage or deeds of trust (the "Mortgages" and "Deeds of Trust' respectively), retail installment contracts ("other security instruments") and promissory notes secured thereby (the "Mortgage Notes") for which the undersigned is acting as Trustee for various Certificateholders (whether the undersigned is named 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/or assignment of the Mortgage or Deed of Trust) and for which EMC is acting as the Servicer.

This Appointment shall apply only to the following enumerated transactions and nothing herein or in the Agreements shall be construed to the contrary:

1. The modification or re-recording of a Mortgage or Deed of Trust, or re-titling of other security instruments, where said modification, re-recording or re-titling is being done solely for the purpose of correcting the Mortgage, Deed of Trust or other security instruments to conform same to the original intent of the parties thereto or to correct title errors discovered after such title insurance was issued; provided that (i) said modification, re-recording, or re-titling in either instance, does not adversely affect the lien position of the Mortgage, Deed of Trust or other security instruments as insured and (ii) otherwise conforms to the provision of the Agreements.
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 recordation of same (if necessary).
5. The full or partial satisfaction/release of a Mortgage or Deed of Trust or full or partial conveyance upon payment and discharge of the necessary limitation, cancellation of the related Mortgage Note.
6. The assignment of any Mortgage, Deed of Trust or other security instrument 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, Deed of Trust or other security instrument 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.

LIBER: 951 PAGE: 59

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 sale;
   e. The taking of 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 paragraph 8.a. through 8. e. above.
9. With respect to other security instruments the power to:
   a. Perform any other necessary acts of foreclosure and/or eviction.
10. With respect to the sale of real property acquired through a foreclosure or deed-in-lieu of foreclosure, including, without limitation, the execution of the following documentation:
   a. Listing agreement;
   b. Purchase and sale agreements;
   c. Grant/warranty/quit claim deeds or any other deed causing the transfer of title of the property to a party contracted to purchase same;
   d. Escrow instructions; and
   e. Any and all documents necessary to effect the transfer of real property.
11. The modification or amendment of escrow agreements established for repairs to the mortgaged property.
12. The endorsement of loss drafts or other checks that are necessary to effectuate proper servicing of the loan.
13. Respond to potential litigation complaints on behalf of Trust only when timing issues would cause exposure for loss. Trustee will be apprised of potential litigation by Servicer as soon as commercially reasonable.

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 as fully as the undersigned might or could do, and hereby does ratify and confirm to all the Limited Power of Attorney shall be effective as shown on Exhibit "A".

This Appointment is to be construed and interpreted as a Limited Power of Attorney. The enumeration of specific items, rights, acts or powers herein is not intended to, nor does it give rise to, and it is not to be construed as a general power or attorney.

Nothing contained herein shall (i) limit in any manner any indemnification provided by the Servicer to the Trustee under the Agreements, or (ii) be construed to grant the Servicer the power to initiate or defend any suit, litigation or proceeding brought against LaSalle Bank National Association as Trustee for the applicable trust, except as specifically provided for herein. If the Servicer receives any notice of suit, litigation or proceeding in the name of LaSalle Bank National Association as Trustee, then the Servicer shall forward a copy of same to the Trustee within a reasonable period of time.

This Limited Power of Attorney is not intended to extend the powers granted to the Servicer under the Agreements or to allow the Servicer to take any action with respect to Mortgages, Deeds of Trust or Mortgage Notes not authorized by the Agreements. Not withstanding anything contained herein to the contrary, EMC shall not, without the Trustee's written consent (i) hire or procure counsel to represent the

Trustee; or (ii) prepare, execute or deliver any government filing forms, permit registration or other documents, which have the effect of causing the Trustee to be registered to do business in any state. The Servicer hereby agrees to indemnify and hold the Trustee and its directors, officers, employees and agents harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by reason or result of or in connection with the exercise by the Servicer of the powers granted to it hereunder. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the Agreements or the earlier resignation or removal of the Trustee under the Agreements.

This Limited Power of Attorney is entered into and shall be governed by the laws of the State of Illinois, without regard to conflicts of law principles of such state.

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 made in writing by the undersigned.

LIBER: 951 PAGE: 61

IN WITNESS WHEREOF, LaSalle Bank National Association as Trustee has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by a duly elected and authorized signatory this 27th day of June, 2003.

LaSalle Bank National Association
as Trustee

By: C Lewis
Name:
Title: CHRISTOPHER LEWIS
Assistant Vice President

Attest: Stefan Edwards
Name: Stefanie Edwards
Title: Trust Officer

{Corporate Seal}

Witness: Peter Sablich
Printed Name: Peter Sablich
Trust Administrator

Witness: R-D
Printed Name: RYAN DENES
Trust Administrator

Acknowledged and Agreed
EMC Mortgage Corporation

By: Simone Collins
Name: Simone Collins
Title: Release Processor

STATE OF ILLINOIS
COUNTY OF COOK

On June 27, 2003, before me, the undersigned, a Notary Public in and for said state, personally appeared Chris Lewis of LaSalle Bank National Association, as Trustee (for the Trust(s) listed in Exhibit "A") personally known to me to be the person whose name is subscribed to the within instrument and acknowledge to me that he/she executed that same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted and executed the instrument.

WITNESS my hand and official seal.
(Seal)

"OFFICIAL SEAL"
ETHEL FRANKLIN
NOTARY PUBLIC STATE OF ILLINOIS
My Commission Expires 07/18/2005

Ethel Franklin
Notary Public, State of Illinois

G:/Legal/POAs/Superior LaSalle Ttee
Various Investors

EXHIBIT A

LaSalle Bank National Association, as Trustee for Certificateholders of:

LaSalle National Bank, in its capacity as trustee under that certain Pooling and Servicing Agreement dated June 1, 1994 among LaSalle National Bank, as Trustee, Superior Bank FSB, as Depositor, and Lee Servicing Company, a division of Superior Bank FSB, as Servicer, AFC Mortgage Loan Asset Backed Certificates, Series 1994-2, and any amendments thereto,

LaSalle National Bank, in its capacity as trustee under that certain Pooling and Servicing Agreement dated September 1, 1994 among LaSalle National Bank, as Trustee, Superior Bank FSB, as Depositor, Lee Servicing Company, a division of Superior Bank FSB, as Servicer, and ABN AMRO Bank N.V., as Fiscal Agent, AFC Mortgage Loan Asset Backed Certificates, Series 1994-3, and any amendments thereto,

LaSalle National Bank, in its capacity as trustee under that certain Pooling and Servicing Agreement dated January 1, 1995 among LaSalle National Bank, as Trustee, Superior Bank FSB, as Depositor, and Lee Servicing Company, a division of Superior Bank FSB, as Servicer, AFC Mortgage Loan Asset Backed Certificates, Series 1995-1, and any amendments thereto,

LaSalle National Bank, in its capacity as trustee under that certain Pooling and Servicing Agreement dated March 1, 1995 among LaSalle National Bank, as Trustee, Superior Bank FSB, as Depositor, and Lee Servicing Company, a division of Superior Bank FSB, as Servicer, AFC Mortgage Loan Asset Backed Certificates, Series 1995-2, and any amendments thereto,

LaSalle National Bank, in its capacity as trustee under that certain Pooling and Servicing Agreement dated June 1, 1995 among LaSalle National Bank, as Trustee, Superior Bank FSB, as Depositor, and Lee Servicing Company, a division of Superior Bank FSB, as Servicer, AFC Mortgage Loan Asset Backed Certificates, Series 1995-3, and any amendments thereto,

LaSalle National Bank, in its capacity as trustee under that certain Pooling and Servicing Agreement dated September 1, 1995 among LaSalle National Bank, as Trustee, Superior Bank FSB, as Depositor, and Lee Servicing Company, a division of Superior Bank FSB, as Servicer, AFC Mortgage Loan Asset Backed Certificates, Series 1995-4, and any amendments thereto,

LaSalle National Bank, in its capacity as trustee under that certain Pooling and Servicing Agreement dated December 1, 1995 among LaSalle National Bank, as Trustee, Superior Bank FSB, as Depositor, and Lee Servicing Company, a division of Superior Bank FSB, as Servicer, AFC Mortgage Loan Asset Backed Certificates, Series 1995-5, and any amendments thereto,

LaSalle National Bank, in its capacity as trustee under that certain Pooling and Servicing Agreement dated March 1, 1996 among LaSalle National Bank, as Trustee, Superior Bank FSB, as Depositor, and Lee Servicing Company, a division of Superior Bank FSB, as Servicer, AFC Mortgage Loan Asset Backed Certificates, Series 1996-1, and any amendments thereto,

LaSalle National Bank, in its capacity as trustee under that certain Pooling and Servicing Agreement dated June 1, 1996 among LaSalle National Bank, as Trustee, Superior Bank FSB, as Depositor, and Lee Servicing Company, a division of Superior Bank FSB, as Servicer, AFC Mortgage Loan Asset Backed Certificates, Series 1996-2, and any amendments thereto,

LaSalle National Bank, in its capacity as trustee under that certain Pooling and Servicing Agreement dated September 1, 1996 among LaSalle National Bank, as Trustee, Superior Bank FSB, as Depositor, and Lee Servicing Company, a division of Superior Bank FSB, as Servicer, AFC Mortgage Loan Asset Backed Certificates, Series 1996-3, and any amendments thereto,

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LIBER: 951 PAGE: 63

LaSalle National Bank, in its capacity as trustee under that certain Pooling and Servicing Agreement dated December 1, 1996 among LaSalle National Bank, as Trustee, Superior Bank FSB, as Depositor, and Lee Servicing Company, a division of Superior Bank FSB, as Servicer, AFC Mortgage Loan Asset Backed Certificates, Series 1996-4, and any amendments thereto,

LaSalle National Bank, in its capacity as trustee under that certain Pooling and Servicing Agreement dated March 1, 1997 among LaSalle National Bank, as Trustee, Superior Bank FSB, as Depositor, and Lee Servicing Company, a division of Superior Bank FSB, as Servicer, AFC Mortgage Loan Asset Backed Certificates, Series 1997-1, and any amendments thereto,

LaSalle National Bank, in its capacity as trustee under that certain Pooling and Servicing Agreement dated June 1, 1997 among LaSalle National Bank, as Trustee, Superior Bank FSB, as Depositor, and Lee Servicing Company, a division of Superior Bank FSB, as Servicer, AFC Mortgage Loan Asset Backed Certificates, Series 1997-2, and any amendments thereto,

LaSalle National Bank, in its capacity as trustee under that certain Pooling and Servicing Agreement dated September 1, 1997 among LaSalle National Bank, as Trustee, Superior Bank FSB, as Depositor, and Lee Servicing Company, a division of Superior Bank FSB, as Servicer, AFC Mortgage Loan Asset Backed Certificates, Series 1997-3, and any amendments thereto,

LaSalle National Bank, in its capacity as trustee under that certain Pooling and Servicing Agreement dated December 1, 1997 between LaSalle National Bank, as Trustee, and Superior Bank FSB, as Depositor and Servicer, AFC Mortgage Loan Asset Backed Certificates, Series 1997-4, and any amendments thereto,

LaSalle National Bank, in its capacity as trustee under that certain Pooling and Servicing Agreement dated May 31, 1998 among LaSalle National Bank, as Trustee, Alliance Funding Company of Nevada, Inc., as Depositor, and Superior Bank FSB, as Servicer, AFCN Mortgage Loan Asset Backed Certificates, Series 1998-A, and any amendments thereto,

LaSalle National Bank, in its capacity as trustee under that certain Pooling and Servicing Agreement dated March 1, 1998 between LaSalle National Bank, as Trustee, and Superior Bank FSB, as Depositor and Servicer, AFC Mortgage Loan Asset Backed Certificates, Series 1998-1, and any amendments thereto,

LaSalle National Bank, in its capacity as trustee under that certain Pooling and Servicing Agreement dated June 1, 1998 between LaSalle National Bank, as Trustee, and Superior Bank FSB, as Depositor and Servicer, AFC Mortgage Loan Asset Backed Certificates, Series 1998-2, and any amendments thereto,

LaSalle National Bank, in its capacity as trustee under that certain Pooling and Servicing Agreement dated September 1, 1998 between LaSalle National Bank, as Trustee, and Superior Bank FSB, as Depositor and Servicer, AFC Mortgage Loan Asset Backed Certificates, Series 1998-3, and any amendments thereto,

LaSalle National Bank, in its capacity as trustee under that certain Pooling and Servicing Agreement dated November 1, 1998 between LaSalle National Bank, as Trustee, and Superior Bank FSB, as Depositor and Servicer, AFC Mortgage Loan Asset Backed Certificates, Series 1998-4, and any amendments thereto,

LaSalle National Bank, in its capacity as trustee under that certain Pooling and Servicing Agreement dated April 30, 1999 among LaSalle Bank National Association, as Trustee, Comfin Securitization Corp., as Depositor, and Superior Bank FSB, as Servicer, Comfin Mortgage Loan Asset Backed Certificates, Series 1999-A, and any amendments thereto,

LaSalle National Bank, in its capacity as trustee under that certain Pooling and Servicing Agreement dated February 1, 1999 between LaSalle National Bank, as Trustee, and Superior Bank FSB, as Depositor and Servicer, AFC Mortgage Loan Asset Backed Certificates, Series 1999-1, and any amendments thereto,

LaSalle National Bank, in its capacity as trustee under that certain Pooling and Servicing Agreement dated June 1, 1999 between LaSalle National Association, as Trustee, and Superior Bank FSB, as Depositor and Servicer, AFC Mortgage Loan Asset Backed Certificates, Series 1999-2, and any amendments thereto,

LaSalle National Bank, in its capacity as indenture trustee under that certain Sale and Servicing Agreement dated September 1, 1999 among AFC Trust Series 1999-3, as Issuer, Superior Bank FSB, as Seller and Servicer, and LaSalle Bank National Association, as Indenture Trustee, AFC Mortgage Loan Asset Backed Notes, Series 1999-3, and any amendments thereto,

LaSalle National Bank, in its capacity as indenture trustee under that certain Sale and Servicing Agreement dated December 1, 1999 among AFC Trust Series 1999-4, as Issuer, Superior Bank FSB, as Seller and Servicer, and LaSalle Bank National Association, as Indenture Trustee, AFC Mortgage Loan Asset Backed Notes, Series 1999-4, and any amendments thereto,

LaSalle National Bank, in its capacity as indenture trustee under that certain Sale and Servicing Agreement dated March 1, 2000 among AFC Trust Series 2000-1, as Issuer, Superior Bank FSB, as Seller and Servicer, and LaSalle Bank National Association, as Indenture Trustee, AFC Mortgage Loan Asset Backed Notes, Series 2000-1, and any amendments thereto,

LaSalle National Bank, in its capacity as indenture trustee under that certain Sale and Servicing Agreement dated June 1, 2000 among AFC Trust Series 2000-2, as Issuer, Superior Bank FSB, as Seller and Servicer, and LaSalle Bank National Association, as Indenture Trustee, AFC Mortgage Loan Asset Backed Notes, Series 2000-2, and any amendments thereto,

LaSalle National Bank, in its capacity as indenture trustee under that certain Sale and Servicing Agreement dated October 1, 2000 among AFC Trust Series 2000-3, as Issuer, Superior Bank FSB, as Servicer, Coast-To-Coast Mortgage SPV-2 Corp., as Seller, LaSalle Bank National Association, as Indenture Trustee, and Coast-To-Coast Financial Corporation, AFC Mortgage Loan Asset Backed Notes, Series 2000-3, and any amendments thereto,

LaSalle National Bank, in its capacity as indenture trustee under that certain Sale and Servicing Agreement dated December 1, 2000 among AFC Trust Series 2000-4, as Issuer, Superior Bank FSB, as Servicer, Coast-To-Coast Mortgage SPV-2 Corp., as Seller, LaSalle Bank National Association, as Indenture Trustee, and Coast-To-Coast Financial Corporation, AFC Mortgage Loan Asset Backed Notes, Series 2000-4, and any amendments thereto,

LaSalle National Bank, in its capacity as indenture trustee under that certain Sale and Servicing Agreement dated March 31, 2000 among Comfin Trust Series 2000-A, as Issuer, Comfin Securitization Corp., as Depositor, Superior Bank FSB, as Servicer, and LaSalle Bank National Association, as Indenture Trustee, Comfin Mortgage Loan Asset Backed Notes, Series 2000-A, and any amendments thereto,