

Doc# 2005074463 Pgs 3

Receipt # 804254 06/28/05 11:15:31

Fee 17.00

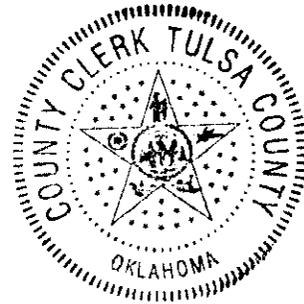


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Prepared by

RECORDING REQUESTED BY
AMC MORTGAGE SERVICES INC.
REO ESCROW DEPARTMENT
505 CITY PARKWAY WEST, SUITE # 100
ORANGE, CA 92868
714 634-2474

Return To:
West Tennessee Title
6060 Poplar Ave LL-20
Memphis TN 38119
2075413



LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that JP Morgan Chase Bank, N.A. a New York banking corporation (as successor trustee to Bank One, N.A.) organized and existing under the laws of the State of New York and having its principal place of business at 4 New York Plaza, 6th Floor, New York, New York, 10004-2477, as Trustee (the "Trustee") pursuant to the Trust Agreement, dated as of July 1, 1999 (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement"; capitalized terms not defined herein have the definitions assigned to such terms in the Agreement), relating to the Mortgage Pass Through Certificates, Series 1999-BC3, hereby appoints AMC Mortgage Services Inc., in its capacity as a Servicer under the Agreement, as 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 Trust 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 Mortgage Pass Through Certificates, Series 1999-BC3 (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 for which the Servicer is acting as servicer, all subject to the terms of the Pooling and Servicing Agreement.

8/31/05 11:10:51
BK 110 Pg 396
DESDOTO COUNTY, MS
W.E. DAVIS, CH CLERK

This appointment shall apply to the following enumerated transactions only:

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.
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 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.

West TN Title (envelope)

✓ RECORD AND RETURN
SMITH BROTHERS ABSTRACT
633 SOUTH BOSTON
TULSA, OKLAHOMA 74119

1B21785117pd

05020081

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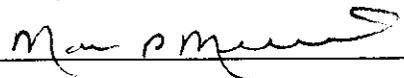
8. With respect to a Mortgage or Deed of Trust, the foreclosure, the taking of a deed in lieu of foreclosure, or the completion of judicial or non-judicial foreclosure or termination, cancellation or rescission of any such foreclosure, including, without limitation, any and all of the following acts:
- 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 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.

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 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 the date hereof.

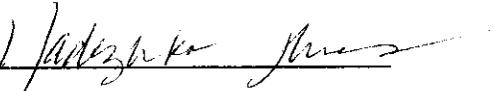
This Power of Attorney is effective for 1 year from the date hereof or the earlier of (i) revocation by the Bank, (ii) the Attorney shall no longer be retained on behalf of the Bank or an affiliate of the Bank; (iii) the Attorney no longer has functional responsibilities related to those contemplated by this Power of Attorney; or (iv) the expiration of one year from the date of execution.

IN WITNESS WHEREOF, JPMorgan Chase Bank, N.A. as Trustee pursuant to the Agreement, relating to the Structured Asset Securities Corporation Mortgage Pass-Through Certificates, Series 1999-BC3, has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by Marie P. Merritt its duly elected and authorized Senior Vice President this 18th day of May, 2005.

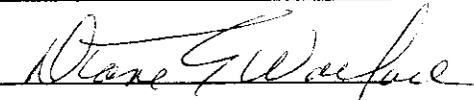
JP Morgan Chase Bank, N.A.
as Trustee for Structured Asset Securities
Corporation Mortgage Pass-Through
Certificates, Series 1999-BC3

By: 

Name: Marie P. Merritt
Title: Senior Vice President

Witness: 

Name: Nadezhka Thomas, TO

Witness: 

Name: Diane E. Wallace, VP

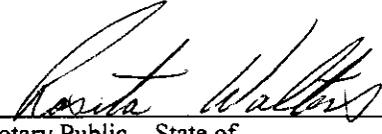
STATE OF NY

COUNTY OF NY

On May 18, 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared Marie P. Merritt, Senior Vice President of JPMorgan Chase Bank, N.A. as Trustee for Structured Asset Securities Corporation Mortgage Pass-Through Certificates, Series 1999-BC3, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged 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)



Notary Public – State of _____
My Commission Expires _____

ROSITA WALTERS
Notary Public, State of New York
No. 01WA6048854
Qualified in Kings County
Commission Expires Oct. 2, 2006