.....State of Mississippi.....
.....Lauderdale County.....
Ann Wilson Hayes, Chancery Clerk
Doc#-000957 02-03-06 09:56 AM

After recording return to:
Dyke, Henry, Goldsholl & Winzerling PLC
555 Plaza West
415 North McKinley
Little Rock, AR 72205
501-661-1000

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3/13/06 9:46:07
BK 113 PG 153
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Deutsche Bank Trust Company Americas, a New York banking corporation, incorporated and existing under the laws of the State of New York, its principal place of business at 1761 East St. Andrew Place, Santa Ana, California 92705, formerly known as Bankers Trust Company, as Trustee (the "Trustee") pursuant to each of the trust agreements by and among the Trustee, Saxon Asset Securities Company, as Depositor (the "Depositor") and others as more fully described in Exhibit A attached hereto (each a "Trust Agreement"), and as Custodian (the "Custodian") pursuant to each respective Trust Agreement, hereby constitutes and appoints Saxon Mortgage Services, Inc. (the "Servicer"), by and through the Servicer's officers, the Trustee's and the Custodian's true and lawful Attorney-in-Fact, in the Trustee's and the Custodian's name, place and stead, as their interests may appear, and for the Trustee's and the Custodian's respective benefit, in connection with all Mortgage Loans serviced by the Servicer pursuant to each Trust Agreement, for the purpose of performing all acts and executing all documents in the name of the Trustee and the Custodian 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 (each a "Mortgage" or a "Deed of Trust" respectively) and promissory notes secured thereby (each a "Mortgage Note") for which the undersigned is acting as Trustee or as Custodian pursuant to any of the Trust Agreements (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 related Trust Agreement.

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-recording 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 or a governmental agency or authority thereunder with powers of eminent domain; this section shall include, without limitation, the execution of partial satisfaction/release, partial reconveyances or the execution of 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 reconveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.

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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 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 full assignment of a Mortgage or Deed of Trust upon sale of a loan pursuant to a mortgage loan sale agreement for the sale of a loan or pool of loans, including, without limitation, the assignment of the related Mortgage Note.

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 related Trust Agreement and in accordance with the standard of care applicable to servicers in the Trust 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 April 9, 2002.

Nothing contained herein shall (i) limit in any manner any indemnification provided by the Servicer to the Trustee under the Trust Agreements, or (ii) be construed to grant the Servicer the power to initiate or defend any suit, litigation or proceeding in the name of Deutsche Bank Trust Company Americas except as specifically provided for herein or under the Trust Agreements. If the Servicer receives any notice of suit, litigation or proceeding in the name of Deutsche Bank Trust Company Americas or Bankers Trust Company, then the Servicer shall promptly forward a copy of same to the Trustee.

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

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termination of this Limited Power of Attorney and the Trust Agreements or the earlier resignation or removal of the Trustee under the Trust Agreements.

Any third party without actual notice of fact to the contrary 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, and such third party put on notice thereof. This Limited Power of Attorney shall be in addition to and shall not revoke or in any way limit the authority granted by any previous power of attorney executed by Trustee and Custodian.

IN WITNESS WHEREOF, Deutsche Bank Trust Company Americas, as Trustee and Custodian pursuant to the Trust Agreements, has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by Christopher Corcoran, its duly elected and authorized Assistant Vice President this ___ day of JUL 0 3 2004, ~~2002~~.

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Trustee and Custodian

By: Christopher Corcoran
Name:
Title: Assistant Vice President

Acknowledged and Agreed
Saxon Mortgage Services, Inc.

By:
Name: Casey Sliger
Title: AVP

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STATE OF California
COUNTY OF Orange

On JUL 0 3 2004, 200__, before me, the undersigned, a Notary Public in and for said state, personally appeared Christopher Corcoran of Deutsche Bank Trust Company Americas, as Custodian, 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 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.

D. TRINH
Commission # 1455513
Notary Public - California
Orange County
My Comm. Expires Dec 9, 2007

(SEAL)

Notary Public D. TRINH

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EXHIBIT A TO
LIMITED POWER OF ATTORNEY

Custodial Agreement for SAXON ASSET SECURITIES TRUST 2004-1, MORTGAGE LOAN ASSET BACKED NOTES AND CERTIFICATES, SERIES 2004-1 dated as of February 19, 2004, among Saxon Asset Securities Company, Saxon Mortgage, Inc., and Saxon Mortgage Services, Inc., as Borrowers, Deutsche Bank Trust Company Americas (f/k/a Bankers Trust Company), as Trustee and Custodian.

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EXHIBIT A

DB Warehouse - DEUTSCHE BANK - 100002

Warehouse - DEUTSCHE BANK – 100002

Equity Plus – DEUTSCHE BANK – 100002

Saxon REIT Warehouse Investor – DEUTSCHE BANK – 100002

Saxon 00-2 – DEUTSCHE BANK – 100002

Saxon 00-3 – DEUTSCHE BANK – 100002

Saxon 00-4 – DEUTSCHE BANK – 100002

Saxon 01-1 – DEUTSCHE BANK – 100002

Saxon 01-2 – DEUTSCHE BANK – 100002

Sasta 2001-3 – DEUTSCHE BANK – 100002

Sasta 2002-01 – DEUTSCHE BANK – 100002

Sasta 2002-02 – DEUTSCHE BANK – 100002

Sasta 2002-03 – DEUTSCHE BANK – 100002

Sasta 2003-01 – DEUTSCHE BANK – 100002

Sasta 2003-02 – DEUTSCHE BANK – 100002

Sasco 2003-03 – DEUTSCHE BANK – 100002

SASTA 2004-2 – DEUTSCHE BANK – 100002

EquiFirst Mortgage Loan Trust 2004-2 - Deutsche Bank

Soundview Home Loan Trust 2004-1 - Deutsche Bank

Meritage Mortgage Loan Trust 2004-2 - Deutsche Bank

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