

Prepared by and  
RECORDING REQUESTED BY  
Wilshire Credit Corporation  
14523 SW Millikan Way, #200  
Beaverton, OR 97005  
Attn: Kathy Romero  
c/o DHGW (501) 661-1000

8/21/06 9:46:05 Pa  
BK 115 PG 476 Pa  
DESO TO COUNTY, MS  
J.E. DAVIS, CH CLERK

BOOK 2069 PAGE 74

State of Mississippi  
Lauderdale County  
Ann Wilson Hayes, Chancery Clerk  
Doc#-003955 04-27-05 09:31 AM

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LIMITED POWER OF ATTORNEY

U.S. Bank National Association ("US Bank"), a national banking association organized and existing under the laws of the United States of America, 180 East Fifth Street, Corporate Trust, 2<sup>nd</sup> Floor, St. Paul, MN 55101, hereby constitutes and appoints Wilshire Credit Corporation ("Wilshire"), an Nevada Corporation, and in its name, aforesaid acknowledge in writing or by facsimile stamp all documents customarily and reasonably necessary and appropriate for the tasks described in items (1) through (4) below; provided however, that the documents described below may only be executed and delivered by such Attorneys-In-Fact if such documents are required or permitted under the terms of the related servicing agreements and no power is granted hereunder to take any action that would be adverse to the interests of the Trustee or of Holders. This Power of Attorney is being issued in connection with Wilshire's responsibilities to service certain mortgage loans (the "Loans") held by U.S. Bank in its capacity as Trustee under Pooling and Servicing Agreement dated March 1, 2003 relating to Series 2003-UP1. These loans are comprised of Mortgages, Deeds of Trust, Deeds to Secure Debt and other forms of Security Instruments (collectively the "Security Instruments") and the Notes secured thereby.

- 1. Demand, sue for, recover, collect and receive each and every sum of money, debt, account and interest (which now is, or hereafter shall become due and payable) belonging to or claimed by U.S. Bank National Association, and to use or take any lawful means for recovery by legal process or otherwise.
- 2. Transact business of any kind regarding the Loans, and obtain an interest therein and/or buildings thereon, as U.S. Bank National Association's act and deed, to contract for, purchase, receive and take possession and evidence of title in and to the property and/or secure payment of a promissory note or performance of any obligation or agreement.
- 3. Execute bonds, notes, mortgages, deeds of trust and other contracts, agreements and instruments regarding the Borrowers and/or Property, including but not limited to the execution of releases, satisfactions, assignments, and other instruments pertaining to mortgages or deeds of trust, and execution of deeds and associated instruments, if any, conveying the Property, in the interest of U.S. Bank National Association.
- 4. Endorse on behalf of the undersigned all checks, drafts and/or other negotiable instruments made payable to the undersigned.

Witness my hand and seal this 21<sup>st</sup> day of April, 2003.

(SEAL) NO CORPORATE SEAL

Michelle Moeller  
Witness: Michelle Moeller

Joshua Mack  
Witness: Joshua Mack

Brian Giel  
Attest: Brian Giel  
Trust Officer

U.S. Bank National Association, as Trustee

By: Eve D. Kaplan  
Eve D. Kaplan  
Vice President

By: Shannon M. Rantz  
Shannon M. Rantz  
Assistant Vice President

FOR CORPORATE ACKNOWLEDGMENT

STATE OF Minnesota  
COUNTY OF Ramsey

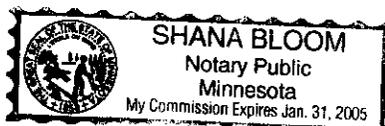
On this 21<sup>st</sup> day of April 2003, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Eve D. Kaplan, Shannon M. Rantz, Brian Giel, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as Vice President, Assistant Vice President, and Trust Officer respectively, of the corporation therein named, and acknowledged to me that such a corporation executed the within instrument pursuant to its bylaws or a resolution of the Board of Directors.

Witness my hand of official seal.

Signature Shana Bloom  
Shana Bloom

My Commission expires: 1/31/2005

(NOTARY SEAL)



Stockton