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W.E. DAVIS, CH CLERK
2008 190
POA Book & Page

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that The Chase Manhattan Bank, a New York banking corporation organized and existing under the laws of the State of New York, successor by merger to Chase Bank of Texas, N. A., formerly known as Texas Commerce Bank National Association, having its principal place of business at 450 West 33rd Street, New York, New York 10001, 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 Meritech 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 of a United States governmental agency or unit 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.

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.

Return to:
SHAPIRO & MASSEY
1910 LAKELAND DRIVE
SUITE B
JACKSON, MS 39216
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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.

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 December 1, 2000.

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.

IN WITNESS WHEREOF, The Chase Manhattan Bank, as Trustee and as Custodian pursuant to each Trust Agreement, has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by Diane E. Wallace, its duly elected and authorized Assistant Vice President this 10th day of September 2001.

THE CHASE MANHATTAN BANK, successor by merger to Chase Bank of Texas, N. A., formerly known as Texas Commerce Bank National Association, as Trustee and as Custodian

By: Diane E. Wallace
Name: Diane E. Wallace
Title: Asst. Vice President

Witness:

Pei Yan Huang, TA

Scott B. Rubin, TA

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STATE OF NEW YORK
COUNTY OF NEW YORK

On September 10, 2001, before me, the undersigned, a Notary Public in and for said state, personally appeared Diane E. Wallace of The Chase Manhattan Bank, successor by merger to Chase Bank of Texas, N. A., formerly known as Texas Commerce Bank National Association,, as Trustee and 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.

(SEAL)

Margaret M. Price
Notary Public

MARGARET M. PRICE
Notary Public, State Of New York
No. 24-4980599
Qualified In Kings County
Commission Expires April 22, 2003

CHANCERY COURT ★ GRENADA COUNTY, MS ★

Grenada County
I certify this instrument was filed on
05-27-2008 10:50:03 AM
and recorded in POA Book
2008 at pages 190 - 193
Johnny L. Hayward, Chancery Clerk
Mary Lee Bekaube

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EXHIBIT A TO
LIMITED POWER OF ATTORNEY

Trust Agreement dated as of February 1, 1998 among Saxon Asset Securities Company, as Depositor, Chase Bank of Texas, National Association, as Trustee, and Saxon Mortgage, Inc. as Master Servicer, relating to Saxon Asset Securities Trust 1998-1.

Trust Agreement dated as of June 1, 1998 among Saxon Asset Securities Company, as Depositor, Chase Bank of Texas, National Association, as Trustee, and Saxon Mortgage, Inc. as Master Servicer, relating to Saxon Asset Securities Trust 1998-2.

Trust Agreement dated as of September 1, 1998 among Saxon Asset Securities Company, as Depositor, Chase Bank of Texas, National Association, as Trustee, and Saxon Mortgage, Inc. as Master Servicer, relating to Saxon Asset Securities Trust 1998-3.

Trust Agreement dated as of November 1, 1998 among Saxon Asset Securities Company, as Depositor, Chase Bank of Texas, National Association, as Trustee, and Saxon Mortgage, Inc. as Master Servicer, relating to Saxon Asset Securities Trust 1998-4.

Trust Agreement dated as of February 1, 1999 among Saxon Asset Securities Company, as Depositor, Chase Bank of Texas, National Association, as Trustee, and Saxon Mortgage, Inc. as Master Servicer, relating to Saxon Asset Securities Trust 1999-1.

Trust Agreement dated as of May 1, 1999 among Saxon Asset Securities Company, as Depositor, Chase Bank of Texas, National Association, as Trustee, and Saxon Mortgage, Inc. as Master Servicer, relating to Saxon Asset Securities Trust 1999-2.

Trust Agreement dated as of August 1, 1999 among Saxon Asset Securities Company, as Depositor, Chase Bank of Texas, National Association, as Trustee, and Saxon Mortgage, Inc. as Master Servicer, relating to Saxon Asset Securities Trust 1999-3.

Trust Agreement dated as of November 1, 1999 among Saxon Asset Securities Company, as Depositor, Chase Bank of Texas, National Association, as Trustee, and Saxon Mortgage, Inc. as Master Servicer, relating to Saxon Asset Securities Trust 1999-4.

Trust Agreement dated as of November 1, 1999 among Saxon Asset Securities Company, as Depositor, Chase Bank of Texas, National Association, as Trustee, and Saxon Mortgage, Inc. as Master Servicer, relating to Saxon Asset Securities Trust 1999-5.

Trust Agreement dated as of February 1, 2000 among Saxon Asset Securities Company, as Depositor, Chase Bank of Texas, National Association, as Trustee, and Saxon Mortgage, Inc. as Master Servicer, relating to Saxon Asset Securities Trust 2000-1.