

STATE MS. - DESOTO CO.  
FILED

JUN 26 4 06 PM '00

BK 1224 PG 0194  
V.F. B.K.

RECORDING REQUESTED BY: David J. Stern )  
AND WHEN RECORDED MAIL DOCUMENTS TO: )  
The Law Offices of David J. Stern )  
801 S. University Drive #500 )  
Plantation, Florida 33324 )  
LOAN NO.: 8730013 )  
INVESTOR/INSURER NO. 1666485321 )

(SPACE ABOVE THIS LINE FOR RECORDING DATA)

### CORPORATION ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED the undersigned hereby grants, assigns and transfers to: Federal National Mortgage Association. FANNIE MAE; MAIL DRAWER; ASSIGNMENTS; 3900 WISCONSIN AVE, NW; WASHINGTON, DC 20016

All beneficial interest under that certain Deed of Trust dated July 31, 1997, executed by:  
DORTHIA A. TAYLOR & MAGNOLIA ELLIOTT

Truster to CONTEMPORARY BUILDERS, INC., Trustee and recorded as Instrument No. \_\_\_\_\_ on \_\_\_\_\_, in Book 15415, Page 0251 of Official Records in the County Recorder's Office of DESOTO County, in the State of MISSISSIPPI.

Describing the land therein: LOT 1357 SECTION "C" SOUTH, DESOTO VILLAGE SUBDIVISION, IN SECTION 33, TOWNSHIP 1 SOUTH, RANGE 8 WEST, CITY OF HORN LAKE, DESOTO COUNTY, MISSISSIPPI, AS SHOWN BY PLAT BOOK 10, PAGES 3-8, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI

EMPIRE FUNDING CORP. by  
Countrywide Home Loans., as agents with power of  
Attorney for Empire Funding Corp. (See attached)

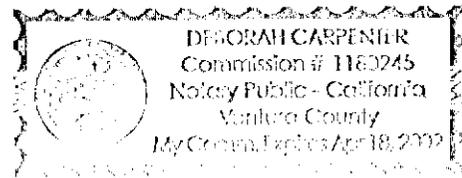
DATED: May 16, 2000

BY: Paul Lindemann  
Paul Lindemann, Vice President

STATE OF: CALIFORNIA  
COUNTY OF: VENTURA

ON May 16, 2000 before me, Deborah Carpenter, a Notary Public in and for said County and State personally appeared Paul Lindemann, personally known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on this instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.  
Deborah Carpenter



**SPECIAL AND LIMITED POWER OF ATTORNEY AND COVENANTS**

from  
**EMPIRE FUNDING CORP.**  
 in favor of  
**COUNTRYWIDE HOME LOANS, INC.**  
 as of July 22, 1999

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Letter Agreement dated as of March 30, 1999 (the "Transfer Agreement") between Empire Funding Corp. (the "Seller") and Fannie Mae (the "Buyer"), provides for the transfer by Seller to Buyer or Buyer's designee, Countrywide Home Loans, Inc. the servicing of certain Mortgage Loans as defined and identified in such Transfer Agreement (the "Mortgage Loans").

NOW, THEREFORE, **Empire Funding Corp.**, as Seller of the Mortgage Loans under the Transfer Agreement (hereinafter referred to as "Principal"), acting through its duly authorized officer Richard N. Steed, as the Sr. Vice President of the Principal, DOES HEREBY:

- (1) constitute and appoint each Authorized Officer (as designated on Attachment I attached hereto and incorporated herein by reference, and as hereinafter referred to collectively as the "Attorneys" and individually as an "Attorney") of Countrywide Home Loans, Inc., as Buyer's designee and servicing agent under the Transfer Agreement, individually, as a true and lawful attorney for Principal (but only for the purposes set forth herein);
- (2) authorize and empower each such Attorney, for and in the name and stead of Principal, as Seller, to perform the following:
  - (a) endorse, negotiate, deliver and deposit any checks, draft, money order, or other form of payment instrument payable to Principal and tendered as payment on the Mortgage Loans; provided, however, that the foregoing is necessary or appropriate pursuant to the terms or purposes of the Transfer Agreement; and
  - (b) sign, seal, deliver and file as the act and deed of the Principal any written document or instrument that evidences or relates to the Mortgage Loans, including, but not limited to: (i) the preparation and execution of any endorsements of promissory notes, assignments of mortgages, deeds of trust or other security instruments; (ii) the correction of clerical errors made in connection with any documentation of any Mortgage Loan, including errors on assignments and endorsements; and (iii) any other document or instrument that is necessary to effect the intent of the Transfer Agreement;
- (3) record, if necessary, this Special and Limited Power of Attorney in the office of any public officer to effect the intent of the Transfer Agreement;
- (4) any and all instruments of satisfaction or cancellation, or of partial or full release or discharge, and all other comparable instruments with respect to any Mortgage or the related Mortgaged Property for the Mortgage Loan;

(5) any and all documents, instruments or agreements for subordination or forbearance of the Mortgage Loan or the related Mortgage;

(6) any and all modifications, waivers, assumptions or amendments to any Mortgage, promissory note or any other documents related to the Mortgage Loans;

Initially capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to such terms in the Transfer Agreement or in the Contract between Empire and Buyer.

Principal understands that such Attorneys are employees of Buyer's designee and servicing agent, Countrywide Home Loans, Inc., and each Attorney shall have the power to name, by written instrument, such substitute attorneys, with all powers hereunder, as such Attorneys shall deem proper, provided that such substitute attorneys are duly elected and qualified officers of Countrywide Home Loans, Inc., as long as it is the designee and servicing agent for Buyer and that notice thereof is provided to Principal, substantially in the form of Attachment J hereto.

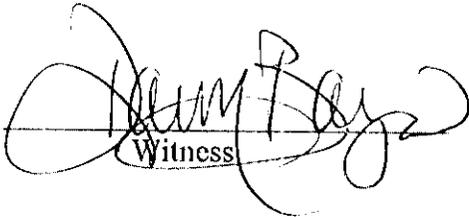
Principal covenants and grants to the Attorneys full authority and power to execute any documents and instruments and to do and perform any act that is necessary or appropriate to effect the intent and purposes of the foregoing authority and powers as set forth in the preceding paragraph. Principal further ratifies and confirms each act that the Attorneys shall lawfully do or cause to be done in accordance with the authority and powers granted hereunder.

Without actual notice to the contrary, and person may rely on authorities and powers granted hereunder and any actions of the Attorneys taken pursuant to such authorities and powers as the valid, binding and enforceable actions of Principal and that all conditions hereunder to the exercise of such actions by the Attorneys have been completed and are satisfied.

This power of attorney is revocable by Principal.

IN WITNESS WHEREOF, Principal has caused this instrument to be signed by its duly authorized officer as of July 22, 1999.

**EMPIRE FUNDING CORP.**  
as Seller

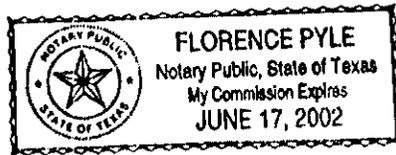
  
Witness

By:   
Name: Richard N. Steed  
Title: Sr. Vice President

STATE OF TEXAS

COUNTY OF TRAVIS

On the 22<sup>nd</sup> day of July, 1999, before me personally appeared the above-named Richard N. Steed, on behalf of Empire Funding Corp., as Seller, to me known and known by me to be the Sr. Vice President of said corporation, and acknowledged said instrument so executed to be his free act and deed in said capacity and the free act and deed of said corporation.



  
\_\_\_\_\_  
Notary Public

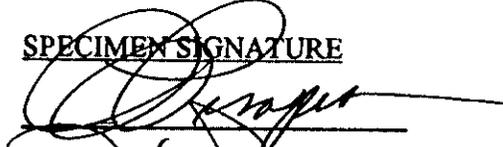
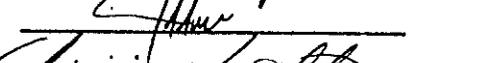
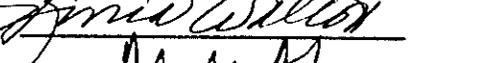
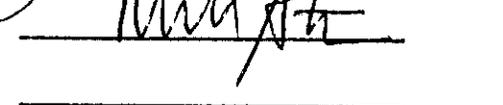
My Commission Expires: 6-17-2002

ATTACHMENT I

**OFFICER'S CERTIFICATE DESIGNATING AUTHORIZED OFFICERS  
OF COUNTRYWIDE HOME LOANS, INC.**

WHEREAS, the Letter Agreement dated as of March 30, 1999 (the "Transfer Agreement") between Empire Funding Corp. ("Seller") and Fannie Mae ("Buyer"), provides for the transfer by Seller to Buyer of the "Mortgage Loans" (as defined and identified in such Purchase Agreement); and the Special And Limited Power of Attorney and Covenants (the "Power of Attorney") from Seller in favor of Buyer's servicing agent, Countrywide Home Loans, Inc. ("Countrywide") is being provided to facilitate such sale and transfer.

NOW, THEREFORE, the undersigned, Anne Banducci the Corporate Secretary of Countrywide and on behalf of Countrywide, DOES HEREBY DESIGNATE each of the persons named below as an "Authorized Officer" of Countrywide, in its capacity as servicer under the Transfer Agreement, and further DOES HEREBY CERTIFY as follows: (i) that each person named below is a duly elected and qualified officer of Countrywide; (ii) that each such person has been provided with a copy of the Power of Attorney and understands the scope and limitations for which such person may act as an Attorney for Principal thereunder, as evidenced by their signature hereto; and (iii) that the signature of each such person appearing opposite his or her name below is his or her own true signature:

<u>NAME</u>	<u>OFFICE</u>	<u>SPECIMEN SIGNATURE</u>
<u>Ronn A. Pisapia</u>	Vice President <del>and Executive</del>	
<u>Paul Lindemann</u>	Vice President	
<u>Michael Gross</u>	First <del>Senior</del> Vice President	
<u>John Tone</u>	Vice President	
<u>Virginia Walton</u>	First Vice President	
<u>Mark Acosta</u>	First Vice President	
_____	_____	_____

IN WITNESS WHEREOF, the undersigned officer of Countrywide has executed this instrument as of July 29, 1999. *alb*

Countrywide Home Loans, Inc.

By: *Anne P. Banducci*  
Name: ANNE P. BANDUCCI  
Title: ASST. SECRETARY

The undersigned, \_\_\_\_\_, an \_\_\_\_\_ of Countrywide Home Loans, Inc. DOES HEREBY CERTIFY that Anne Banducci is the duly elected and qualified Corporate Secretary *ASST. ALB* of Countrywide Home Loans, Inc.

IN WITNESS WHEREOF, the undersigned officer of Countrywide Home Loans, Inc. has countersigned this instrument as of July 22, 1999.

By: *Susan E. Bow*  
Name: SUSAN E. BOW  
Title: E.V.P and Deputy General Counsel