

Dec 21 10 17 AM '00

HC-Donna Britt
Loan# 618452547
Indexing purposes:

SUBSTITUTION OF TRUSTEE

BK 1274 PG 573
WF

WHEREAS, Donna R. Britt executed a deed of trust dated October 30, 1998, in favor of Fidelity National Title, Trustee(s), for the benefit of the owner and holder of a certain indebtedness, PinnFund, USA.

Said deed of trust is of record in Deed of Trust Book 1055 Page 125 in the office of the Clerk of the Chancery Court of DeSoto County, Mississippi; and

WHEREAS, the undersigned owner and legal holder of said deed of trust and the said indebtedness has requested foreclosure proceedings to be instituted; and

WHEREAS, the undersigned owner and legal holder of said indebtedness does hereby desire Arnold M. Weiss to act as trustee in the place and stead of Fidelity National Title or any subsequently appointed Substitute Trustee, as appointed under said deed of trust, the undersigned do hereby in accordance with the terms of said deed of trust, appoint, nominate and constitute the said Arnold M. Weiss as Substitute Trustee in the place and stead of the said Fidelity National Title or any subsequently appointed Substitute Trustee.

Default having been made in the payment of said indebtedness, the said undersigned owner and legal holder has further requested the said Arnold M. Weiss, Substitute Trustee under said deed of trust, to proceed with foreclosure and to do any and all things necessary and in accordance with the terms of said deed of Trust as though the said Arnold M. Weiss had been originally appointed as Trustee hereunder.

Should the undersigned become the last and highest bidder at the foreclosure sale, the Substitute Trustee is hereby authorized to transfer and assign said bid and to convey title to said foreclosure property to the Administrator of Veterans Affairs or the Secretary of Housing and Urban Development, or whomsoever the undersigned shall authorize. The statement in the Substitute Trustee's Deed that the undersigned has requested transfer of its bid to grantee(s) in the Substitute Trustee's Deed shall be binding on the undersigned and conclusive evidence in favor of the assignee or other parties thereto, that the Substitute Trustee was duly authorized and empowered to execute same.

IN WITNESS WHEREOF, the undersigned, owner and holder of said indebtedness has hereunto caused this instrument to be executed by and through its duly authorized officers, this the 19 day of December, 2000.

Residential Funding Corporation as attorney in fact for The First National Bank of Chicago As Trustee NKA Bank One National Association as Trustee for Residential Funding Corporation under the pooling and servicing agreement No. 0004445, Series 2000-KS3 dated as of 6/00 pursuant to the Power of Attorney attached hereto as Exhibit "C"

BY: 

Aileen Egan
Assistant Vice President

MAIL TO:
THIS INSTRUMENT PREPARED BY:
Arnold M. Weiss
Attorney at Law
208 Adams Avenue
Memphis, TN 38103
(901) 526-8296

mail to:

STATE OF CA

COUNTY OF San Diego

Personally appeared before me, the undersigned authority in and for the said county and state, on this 19 day of December, 2000, within my jurisdiction, the within named Aileen Egan, duly identified before me, who acknowledged that he/she is A.V.P. respectively of, Residential Funding Corporation, and that for and on behalf of said corporation, and as its act and Deed as attorney in fact for The First National Bank of Chicago As Trustee NKA Bank One National Association as Trustee for Residential Funding Corporation under the pooling and servicing agreement No. 0004445, Series 2000-KS3 dated as of 6/00 and that in said representative capacity, they executed the above and foregoing instrument, after first having been duly authorized so to do.

Hans Uchi

Notary Public

My commission Expires:

(affix official seal here)

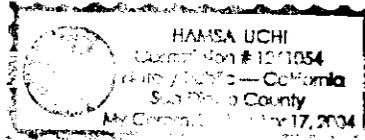


EXHIBIT C

Limited Power of Attorney

KNOW ALL MEN BY THESE PREMISES:

That Bank One, National Association, as Trustee (formerly known as The First National Bank of Chicago, as Trustee) (the "Trustee"), under various Pooling and Servicing Agreements pursuant to which Residential Funding Corporation acts as Master Servicer, and such Trustee being, a national banking association organized and existing under the laws of the United States of America, and having an office located at 1 Bank One Plaza, Suite LL1-0126 (RFC), Global Corporate Trust Services, Chicago, Illinois 60670-0126, hath made constituted and appointed, and does by these presents make, constitute and appoint Residential Funding Corporation a corporation organized and existing under the laws of the State of Delaware, its true and lawful Attorney-in Fact, with full power and authority to sign, execute, acknowledge, deliver, file for record, and record any instrument on its behalf and to perform such other act or acts as many 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 "Mortgages Notes") for which the undersigned is acting as Trustee for various certificate holders (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 Residential Funding Corporation is acting as master servicer.

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 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 government agency or unit with power of eminent domain; this section shall include, without limitation, the execution of partial satisfaction/releases, partial reconveyances or the execution of requests to trustees to accomplish same.
3. 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. Statements of breach or non-performance;
 - c. Notices of default;
 - d. Cancellations/rescissions of notices of default and/or notices of sale;
 - e. The taking of a deed in lieu of foreclosure; and
 - f. Such other documents and action as may be necessary under the terms of the Mortgage, Deed of Trust of state law to expeditiously complete said transactions.
4. 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 of real estate owned.
5. The completion of loan assumption agreements.
6. 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.
7. 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 pursuant to the requirements of a Residential Funding Corporation Seller Contract, including, without limitation, by reason of conversion of an adjustable rate mortgage loan from a variable rate to a fixed rate.

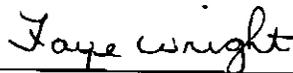
- 8. The full assignment of a Mortgage or Deed of Trust upon payment and discharge of all sums secured thereby in conjunction with the refinancing thereof, including, without limitation, the assignment of the related Mortgage Note.

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 of 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.

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 has not been revoked unless and instrument of revocation has been made in writing by the undersigned.

Bank One, National Association, as Trustee
(formerly known as The First National Bank of Chicago, as Trustee)


Name: R. Tarnas
Title: Vice President

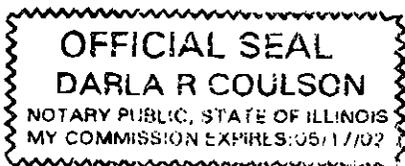

Name: Faye Wright
Title: Vice President

STATE OF ILLINOIS

SS.

COUNTY OF COOK

On September 14, 1999 before me personally appeared R. Tarnas and Faye Wright, personally known to me OR proved to me on this basis of satisfaction evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the entirety upon behalf of which the persons acted, executed the instrument.



WITNESS my hand and official seal


Notary Public in and for the State of Illinois

After recording, please mail to:

Residential Funding Corporation
One Meridian Crossings
Minneapolis, MN 55423
Attn: MC 03-03-80 Collateral Disposition