

11/23/04 10:19:29
BK 2,112 PG 305
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

APPOINTMENT OF SUBSTITUTE TRUSTEE

WHEREAS, on August 18, 2000, Donald E. Thomas and Sarah E. Thomas executed and delivered to Mississippi Valley Title as Trustee for Southern Mortgage Lending Corporation, a certain Deed of Trust securing a Promissory Note in the principal sum of \$69,615.00 payable to the order of Southern Mortgage Lending Corporation; said Deed of Trust is recorded in Book 1240 at Page 228 of the Office of the Chancery Clerk of DeSoto County, Mississippi, to which reference is made for a description of said Note, the terms and covenants of said Deed of Trust, and the land and premises therein conveyed; and

WHEREAS, default was made in the payment of said Note and/or the terms of said Deed of Trust,

NOW, THEREFORE, Deutsche Bank Trust Company Americas formerly known as Bankers Trust Company, as Trustee and Custodian, the legal owner and holder of said Note, does hereby declare immediately due and payable the total amount of unmatured principal, together with accrued interest thereon, owing on said Note and other indebtedness secured by said Deed of Trust, and for reasons satisfactory to itself does hereby remove the afore-mentioned Trustee, and appoint and constitute Kenneth E. Stockton as Substitute Trustee therein, in said Deed of Trust, who shall have all the powers and estate delegated to the original Trustee, and requests said Substitute Trustee to sell the property described in said Deed of Trust in accordance with the terms and provisions therein.

IN WITNESS WHEREOF, Deutsche Bank Trust Company Americas formerly known as Bankers Trust Company, as Trustee and Custodian has caused these presents to be executed by its duly-authorized officers, and its corporate seal to be hereunto affixed this 14th day of October, 2004.

Deutsche Bank Trust Company Americas
formerly known as Bankers Trust Company, as
Trustee and Custodian

By: Saxon Mortgage Services, Inc. f/k/a
Meritech Mortgage Services, Inc. its
attorney-in-fact

By: [Signature]
Title: Asst Vice President

By: [Signature]
Title: Asst Vice President

Re-filed to reflect
Limited Power of Attorney

STATE OF Minnesota)
COUNTY OF Dakota) ss

ACKNOWLEDGMENT

Personally appeared before me, on this 14th day of October, 2004, before me, the undersigned Notary Public, duly commissioned, qualified and acting, within and for said County and State, within my jurisdiction, the within named Liquenda Allotey and Greg Allen to me personally well known, who stated that they were the AVP and AVP

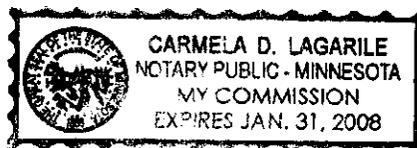
respectively of Saxon Mortgage Services, Inc. f/k/a Meritech Mortgage Services, Inc., who acknowledged that Saxon Mortgage Services, Inc. f/k/a Meritech Mortgage Services, Inc. is Attorney-in-Fact for Deutsche Bank Trust Company Americas formerly known as Bankers Trust Company, as Trustee and Custodian, and were duly authorized in said fiduciary capacity of said corporation Liquenda Allotey and Greg Allen executed to execute the foregoing instrument for and in the name and on behalf of the said corporation as Attorney-in-Fact for Deutsche Bank Trust Company Americas formerly known as Bankers Trust Company, as Trustee and Custodian, and as its act and deed they executed the above and foregoing instrument after first having been duly authorized by said corporation as Attorney-in-Fact for Deutsche Bank Trust Company Americas formerly known as Bankers Trust Company, as Trustee and Custodian so to do.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 14th day of October, 2004.

My Commission Expires:
1-31-2008

Carmela D. Lagarile
NOTARY PUBLIC

Donald e. Thomas and Sarah E. Thomas
DHGW No. 30093H
THIS DOCUMENT PREPARED BY AND
AFTER RECORDING PLEASE RETURN TO:
DYKE, HENRY, GOLDSHOLL & WINZERLING, P.L.C.
555 Plaza West, 415 North McKinley
Little Rock, Arkansas 72205
Telephone No. (501) 661-1000



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STATE OF MISSISSIPPI
PEARL RIVER CO.
CERTIFY THE INSTRUMENT
2004 APR -2 PM 1:53
CLERK

LIMITED POWER OF ATTORNEY

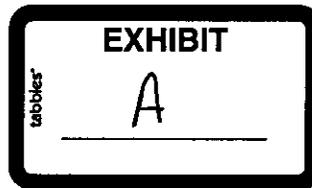
KNOW ALL MEN BY THESE PRESENTS, that Deutsche Bank Trust Company Americas, a New York banking corporation, incorporated and existing under the laws of the State of New York, its principal place of business at 1761 East St. Andrew Place, Santa Ana, California 92705, formerly known as Bankers Trust Company, 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 Custodian.

IN WITNESS WHEREOF, Deutsche Bank Trust Company Americas, as 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 JUN 23 day of 2002, 2002.

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Custodian

By: [Signature]
Name: Christopher Corcoran
Title: Assistant Vice President

Acknowledged and Agreed
Saxon Mortgage Services, Inc.

By: [Signature]
Name: Wayne Bower
Title: Vice President



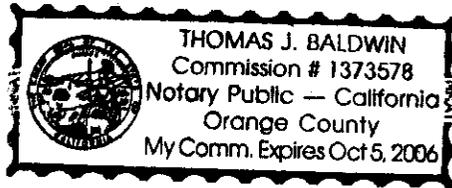
STATE OF California
COUNTY OF Orange

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On JUN 23 2003, 2003, 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.

(SEAL)



Thomas J. Baldwin

Notary Public

EXHIBIT A TO
LIMITED POWER OF ATTORNEY

Trust Agreement dated as of June 1, 2000 among Saxon Asset Securities Company, as Depositor, Bankers Trust Company, as Trustee, and Saxon Mortgage, Inc. as Master Servicer, relating to Saxon Asset Securities Trust 2000-2.

Trust Agreement dated as of September 1, 2000 among Saxon Asset Securities Company, as Depositor, Bankers Trust Company, as Trustee, and Saxon Mortgage, Inc. as Master Servicer, relating to Saxon Asset Securities Trust 2000-3.

Trust Agreement dated as of December 1, 2000 among Saxon Asset Securities Company, as Depositor, Bankers Trust Company, as Trustee, and Saxon Mortgage, Inc. as Master Servicer, relating to Saxon Asset Securities Trust 2000-4.

Trust Agreement dated as of March 1, 2001 among Saxon Asset Securities Company, as Depositor, Bankers Trust Company, as Trustee, and Saxon Mortgage, Inc. as Master Servicer, relating to Saxon Asset Securities Trust 2001-1.

Trust Agreement dated as of July 1, 2001 among Saxon Asset Securities Company, as Depositor, Bankers Trust Company, as Trustee, and Saxon Mortgage, Inc. as Master Servicer, relating to Saxon Asset Securities Trust 2001-2.

Pooling and Servicing Agreement dated as of September, 2001 among Saxon Asset Securities Company, as Depositor, Bankers Trust Company, as Trustee, and Saxon Mortgage, Inc. as Master Servicer, and Meritech Mortgage Services, Inc. as Servicer, relating to Saxon Asset Securities Trust 2001-3.

Pooling and Servicing Agreement dated as of March 1, 2002 among Saxon Asset Securities Company, as Depositor, Bankers Trust Company, as Trustee, and Saxon Mortgage, Inc. as Master Servicer, and Meritech Mortgage Services, Inc. as Servicer, relating to Saxon Asset Securities Trust 2002-1.

Prepared by v lit
Dyke, Henry, Gelschold & Wingerling
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415 North McKinley
Little Rock, Arkansas 72205
501-661-1000
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