

1/31/03 10:33:13
BK 2.151 PG 423
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

~~12/22/04 9:32:08
BK 2.130 PG 447
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK~~

APPOINTMENT OF SUBSTITUTE TRUSTEE

WHEREAS, on February 24, 2003, Vincent Askew and Miko Askew executed and delivered to Austin Law Firm as Trustee for New Century Mortgage Corporation, a certain Deed of Trust securing a Promissory Note in the principal sum of \$373,915.00 payable to the order of New Century Mortgage Corporation; said Deed of Trust is recorded in Book 1664 Page 709 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 National Trust Company, formerly known as Bankers Trust Company of California, N.A., as Trustee, 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 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 National Trust Company, formerly known as Bankers Trust Company of California, N.A., as Trustee, Inc., has caused these presents to be executed by its duly-authorized officers, and its corporate seal to be hereunto affixed this 10th day of December, 2004.

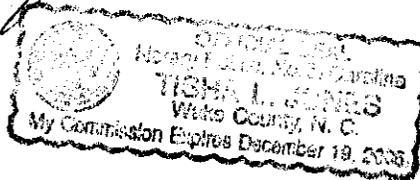
Deutsche Bank National Trust Company, formerly known as Bankers Trust Company of California, N.A., as Trustee

By: Homeq Servicing Corporation, its Attorney-in-Fact

By: [Signature]
Title: Assistant Vice-President

By: [Signature]
Title: Vice President

Re-filed due to
refiling of assignment



STATE OF NC
COUNTY OF Wake) ss

ACKNOWLEDGMENT

Personally appeared before me, on this 10th day of December, 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 Joseph Bershas and John A. Dunnery to me personally well known, who stated that they were the Assistant Vice President and Vice President respectively of Homeq Servicing Corporation, who acknowledged that Homeq Servicing Corporation is Attorney-in-Fact for Deutsche Bank National Trust Company, formerly known as Bankers Trust Company of California, N.A., as Trustee, and were duly authorized in said fiduciary capacity of said corporation Joseph Bershas and John A. Dunnery 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 National Trust Company, formerly known as Bankers Trust Company of California, N.A., as Trustee, 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 National Trust Company, formerly known as Bankers Trust Company of California, N.A., as Trustee so to do.

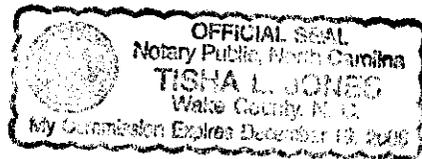
IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 10th day of December, 2004.

My Commission Expires:

12-19-06

Tisha L. Jones
NOTARY PUBLIC

Vincent Askew and Miko Askew
DHGW No. 20610H
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



Prepared by:
~~XXXXXX~~
 HomeQ Servicing Corporation
 PO Box 13309 - Mailcode- CA 3501
 Sacramento, CA 95813-9917
 1-916-339-6393

P BK105 PG 343

STATE MS.-DESOTO CO.
 P
 P² Oct 6 10 58 AM '04

LIMITED POWER OF ATTORNEY

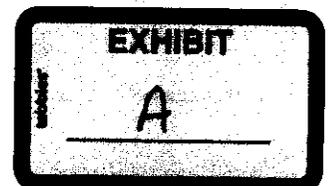
BK 105 PG 343
 W.F. DAVIS CH. CLK.

KNOW ALL MEN BY THESE PRESENTS, that Deutsche Bank National Trust Company, a national banking association organized and existing under the laws of the United States, and having its principal place of business at 1761 East St. Andrew Place, Santa Ana, California, 92705, as Trustee (the "Trustee") pursuant to the Pooling and Servicing Agreements (the "Agreements") listed on the attached Exhibit A, hereby constitutes and appoints Homeq Servicing Corporation (the "Servicer"), by and through the Servicer's officers, the Trustee's true and lawful Attorney-in-Fact, in the Trustee's name, place and stead and for the Trustee's benefit, in connection with all mortgage loans serviced by the Servicer pursuant to the Agreements solely for the purpose of performing such acts and executing such documents in the name of the Trustee 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 "Mortgage Notes") for which the undersigned is acting as Trustee for various certificateholders (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 Homeq Servicing Corporation is acting as the Servicer.

This Appointment shall apply only to the following enumerated transactions and nothing herein or in the Agreements shall be construed to the contrary:

1. The modification or re-recording of a Mortgage or Deed of Trust, where said modification or re-recording is solely 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, provided that (i) said modification or re-recording, in either instance, does not adversely affect the lien of the Mortgage or Deed of Trust as insured and (ii) otherwise conforms to the provisions of the Agreements.
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 government agency or unit with powers of eminent domain; this section shall include, without limitation, the execution of partial satisfactions/releases, partial reconveyances or the execution or 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 conveyance 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.
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 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. With respect to the sale of property acquired through a foreclosure or deed-in lieu of foreclosure, including, without limitation, the execution of the following documentation:
 - a. listing Agreements;
 - b. purchase and sale Agreements;
 - c. grant/warranty/quit claim deeds or any other deed causing the transfer of title of the property to a party contracted to purchase same;
 - d. escrow instructions; and
 - e. any and all documents necessary to effect the transfer of property.
10. The modification or amendment of escrow Agreements established for repairs to the mortgaged property or reserves for replacement of personal property.

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 as fully as the undersigned might or could do, and hereby does ratify and confirm to all that said Attorney-in-Fact shall be effective as of the date hereof.



P BK105 PG 344

This appointment is to be construed and interpreted as a limited power of attorney. The enumeration of specific items, rights, acts or powers herein is not intended to, nor does it give rise to, and it is not to be construed as a general power of attorney.

Nothing contained herein shall (i) limit in any manner any indemnification provided by the Servicer to the Trustee under the 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 National Trust Company except as specifically provided for herein. If the Servicer receives any notice of suit, litigation or proceeding in the name of Deutsche Bank National Trust Company or Bankers Trust Company of California, N.A., then the Servicer shall promptly forward a copy of same to the Trustee.

This limited power of attorney is not intended to extend the powers granted to the Servicer under the Agreements or to allow the Servicer to take any action with respect to Mortgages, Deeds of Trust or Mortgage Notes not authorized by the Agreements.

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 termination of this Limited Power of Attorney and the Agreements or the earlier resignation or removal of the Trustee under the Agreements.

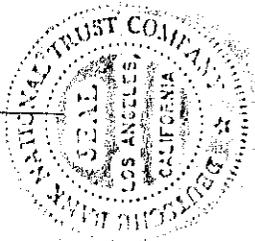
This Limited Power of Attorney is entered into and shall be governed by the laws of the State of California, without regard to conflicts of law principles of such state.

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, Deutsche Bank National Trust Company, as Trustee has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by a duly elected and authorized signatory this 4th day of June 2004.

Deutsche Bank National Trust Company,
as Trustee for the Agreements

By: Eiko Akiyama
Name: Eiko Akiyama
Title: Associate



Acknowledged and Agreed
Homeq Servicing Corporation

Anna Blechinger
Name: Anna Blechinger
Title: **Asst. Secretary**

STATE OF CALIFORNIA
COUNTY OF ORANGE

On June 4, 2004, before me, the undersigned, a Notary Public in and for said state, personally appeared Eiko Akiyama of Deutsche Bank National Trust Company, as Trustee for the Pooling and Servicing Agreements listed on the attached Exhibit A, 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 his/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)

D. Trinh
Notary Public, State of California **D. TRINH**



P BK105A0345

Exhibit A

1. Meritage Mortgage Loan Trust 2004-1, Asset Backed Certificates, Series 2004-1 Dated as of March 1, 2004 by and between Financial Asset Securities Corp. (as Depositor), Homeq Servicing Corporation (as Servicer) and Deutsche Bank National Trust Company (as Trustee)
2. Equity Mortgage Loan Trust 2004-1, Asset Backed Certificates, Series 2004-1 Dated as of February 15, 2004 by and between Financial Asset Securities Corp. (as Depositor), Homeq Servicing Corporation (as Servicer) and Deutsche Bank National Trust Company (as Trustee)
3. PCFA Home Equity Investment Trust 2003-GP1, Dated as of January 16, 2003 by and between PCFA Home Equity Investment Trust (as Depositor), Homeq Servicing Corporation (as Servicer) and Deutsche Bank National Trust Company (as Trustee)
4. Morgan Stanley ABS Capital I Inc. Trust 2003-NC9, Mortgage Pass-Through Certificates Series 2003-NC9 Dated as of August 1, 2003 by and between Morgan Stanley ABS Capital I Inc. (as Depositor), Homeq Servicing Corporation (as Servicer), NC Capital Corp. (as Responsible Party), Deutsche Bank National Trust Company (as Trustee), and ACE Guaranty Corp. (as Certificate Insurer)
5. Morgan Stanley ABS Capital I Inc. Trust 2004-NC1, Mortgage Pass-Through Certificates Series 2004-NC1 Dated as of January 1, 2004 by and between Morgan Stanley ABS Capital I Inc. (as Depositor), Homeq Servicing Corporation (as Servicer), NC Capital Corp. (as Responsible Party) and Deutsche Bank National Trust Company (as Trustee)
6. Morgan Stanley ABS Capital I Inc. Trust 2003-NC5, Mortgage Pass-Through Certificates Series 2003-NC5 Dated as of May 1, 2003 by and between Morgan Stanley ABS Capital I Inc. (as Depositor), Homeq Servicing Corporation (as Servicer), NC Capital Corp. (as Responsible Party) and Deutsche Bank National Trust Company (as Trustee)
7. Morgan Stanley ABS Capital I Inc. Trust 2003-NC6, Mortgage Pass-Through Certificates Series 2003-NC6 Dated as of June 1, 2003 by and between Morgan Stanley ABS Capital I Inc. (as Depositor), Homeq Servicing Corporation (as Servicer), NC Capital Corp. (as Responsible Party) and Deutsche Bank National Trust Company (as Trustee)
8. Morgan Stanley ABS Capital I Inc. Trust 2003-NC7, Mortgage Pass-Through Certificates Series 2003-NC7 Dated as of July 1, 2003 by and between Morgan Stanley ABS Capital I Inc. (as Depositor), Homeq Servicing Corporation (as Servicer), NC Capital Corp. (as Responsible Party) and Deutsche Bank National Trust Company (as Trustee)
9. Morgan Stanley ABS Capital I Inc. Trust 2004-HE2, Mortgage Pass-Through Certificates Series 2004-HE2 Dated as of April 1, 2004 by and between Morgan Stanley ABS Capital I Inc. (as Depositor), Homeq Servicing Corporation (as Servicer), Aames Capital Corporation (as Responsible Party) and NC Capital Corp. (as Responsible Party) and Deutsche Bank National Trust Company (as Trustee)
10. Morgan Stanley ABS Capital I Inc. Trust 2004-HE3, Mortgage Pass-Through Certificates Series 2004-HE3 Dated as of May 1, 2004 by and between Morgan Stanley ABS Capital I Inc. (as Depositor), Homeq Servicing (as Servicer), Aames Capital Corporation (as Responsible Party), Accredited Home Lenders, Inc. (as Responsible Party), NC Capital Corp. (as Responsible Party) and Deutsche Bank National Trust Company (as Trustee)
11. Morgan Stanley ABS Capital I Inc. Trust 2004-NC4, Mortgage Pass-Through Certificates Series 2004-NC4 Dated as of May 1, 2004 by and between Morgan Stanley ABS Capital I Inc. (as Depositor), Homeq Servicing (as Servicer), NC Capital Corp. (as Responsible Party) and Deutsche Bank National Trust Company (as Trustee)
12. Morgan Stanley ABS Capital I Inc. Trust 2004-HE4, Mortgage Pass-Through Certificates Series 2004-NC4 Dated as of June 1, 2004 by and between Morgan Stanley ABS Capital I Inc. (as Depositor), Homeq Servicing (as Servicer), Aames Capital Corporation (as Responsible Party), Accredited Home Lenders, Inc. (as Responsible Party), NC Capital Corp. (as Responsible Party) and Deutsche Bank National Trust Company (as Trustee)