

INDEXING INSTRUCTIONS: LOT 1210 SECTION "C" DESOTO VILLAGE SOUTH
SUBDIVISION, IN SECTION 33, TOWNSHIP 1 SOUTH, RANGE 8 WEST, CITY OF HORN
LAKE, DESOTO COUNTY, MISSISSIPPI

SUBSTITUTION OF TRUSTEE

WHEREAS, on December 30, 1996, James R. Johnson and Wendie M. Johnson, executed a Deed of Trust to First Title Corporation, Trustee for the use and benefit of Graber Mortgage which Deed of Trust is on file and of record in the office of the Chancery Clerk of De Soto County, 17th Judicial District, Mississippi, in Deed of Trust Record Book 883, Page 760 thereof; describing the following property:

LAND SITUATED IN DESOTO COUNTY, MISSISSIPPI TO WIT:

LOT 1210 SECTION "C" DESOTO VILLAGE SOUTH SUBDIVISION, IN SECTION 33, TOWNSHIP 1 SOUTH, RANGE 8 WEST, CITY OF HORN LAKE, DESOTO COUNTY, MISSISSIPPI, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 10, PAGES 3-8, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI.

BEING THE SAME PROPERTY CONVEYED TO GRANTORS, HEREIN BY WARRANTY DEED OF RECORD IN BOOK NUMBER 251, PAGE 266, IN CHANCERY CLERK'S OFFICE OF DESOTO COUNTY, MISSISSIPPI.

PARCEL NUMBER: 1088-5502.0-01210.00

PROPERTY ADDRESS: 6390 FOREST GATE, HORN LAKE, MISSISSIPPI

WHEREAS, the undersigned is the present holder and beneficiary of the deed of trust; and

WHEREAS, under the terms of said Deed of Trust the beneficiary or any assignee is authorized to appoint a Trustee in the place and stead of the original Trustee or any successor Trustee in said Deed of Trust; and

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 to convey title to said foreclosed property to the **MANUFACTURERS AND TRADERS TRUST COMPANY, AS TRUSTEE, ON BEHALF OF THE HOLDERS OF THE CONTIMORTGAGE HOME EQUITY LOAN TRUST 1997-1 CERTIFICATES**, its successors and assigns. The statement in the Substitute Trustee's Deed that the undersigned has requested the 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 thereby, and that the Substitute Trustee is duly authorized and empowered to execute same.

NOW THEREFORE, the undersigned does hereby appoint and substitute Nationwide Trustee Services, Inc , as Trustee in said Deed of Trust, the said Nationwide Trustee Services, Inc , to have all the rights, powers and privileges of the Trustee named in said Deed of Trust.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed on this the 6 day of August, 2007.

MANUFACTURERS AND TRADERS TRUST COMPANY, AS TRUSTEE, ON BEHALF OF THE HOLDERS OF THE CONTIMORTGAGE HOME EQUITY LOAN TRUST 1997-1 CERTIFICATES BY SELECT PORTFOLIO SERVICING INC AS ITS ATTORNEY IN FACT

By: [Signature]
Its Laura Hescott

STATE OF MN
COUNTY OF Dakota

Duly Appointed Officer
POWER OF ATTORNEY
ATTACHED AS EXHIBIT A

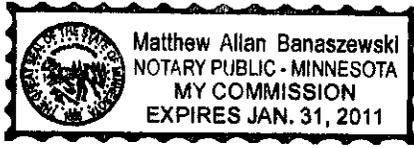
PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Laura Hescott, known personally to be the Duly Appointed Officer of the within named, MANUFACTURERS AND TRADERS TRUST COMPANY, AS TRUSTEE, ON BEHALF OF THE HOLDERS OF THE CONTIMORTGAGE HOME EQUITY LOAN TRUST 1997-1 CERTIFICATES BY SELECT PORTFOLIO SERVICING INC AS ITS ATTORNEY IN FACT, and acknowledged to me that (s)he signed and delivered the above and foregoing Substitution of Trustee on behalf of said corporation, after being first duly authorized to do so.

GIVEN UNDER my hand and official seal, this the 6 day of August, 2007.

[Signature]
NOTARY PUBLIC

My Commission Expires: 11/31/11

Prepared by and Return To:
0511971MS
NATIONWIDE TRUSTEE SERVICES, INC
1587 Northeast Expressway
Atlanta, GA 30329
770-234-9181 ext 1502



* FKA Fairbanks Capital Corporation.

When Recorded, Return to:
Fairbanks Capital Corp.
Attn: Document Control
P.O. Box 65250
Salt Lake City, UT 84165-0250

EXHIBIT A

822

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that pursuant to the terms of each those certain Pooling and Servicing Agreements (each, a PSA and collectively, "the PSAs") identified in Exhibit "A" hereto, MANUFACTURERS AND TRADERS TRUST COMPANY, the trustee (the "Trustee") for the trust ("Trust") established under each PSA, hereby constitutes and appoints FAIRBANKS CAPITAL CORP. ("Fairbanks"), in Fairbanks' capacity as a residential mortgage loan servicer (the "Servicer") pursuant to the terms of:

1. the "Asset Purchase Agreement" dated May 12, 2000 by and between ContiMortgage Corporation and Fairbanks, and
2. the "Order Pursuant to Sections 105, 363(b), (f) and (m) and 365(a), (f), (k) and (m) of the Bankruptcy Code," dated June 21, 2000 and entered in *In re Contifinancial Corp.*, No. 00-B-12184 (AJG), United States Bankruptcy Court, Southern District of New York.,

as its true and lawful attorney-in-fact and in its name, place and stead to take the following designated actions with respect to any mortgage loan (each, a "Mortgage Loan") or other asset held by a Trust.

1. To ask, demand, sue for, collect and receive all sums of money, debts or other obligations of any kind with respect to a Mortgage Loan which are now or shall after this date become due, owing or payable, or otherwise belong to the Trustee; to settle and compromise any of such debts or obligations that may be or become due to the Trustee; to endorse in the name of the Trustee for deposit in the appropriate account any check payable to or to the order of the Trustee; in each case with respect to a Mortgage Loan.
2. To make demand(s) on behalf of the Trustee upon any or all parties liable on a Mortgage Loan; to declare defaults with respect to a Mortgage Loan; to give notices of intention to accelerate to give notices of acceleration and any other notices as Servicer deems reasonably necessary or appropriate; to post all notices as required by law and the documents securing a Mortgage Loan in order to foreclose such Mortgage Loan; to handle all aspects of foreclosure on behalf of the Trustee including but not limited to conducting the foreclosure sale, bidding for the Trustee and executing all documents, including all deeds and conveyances, needed to effect such foreclosure sale and/or liquidation and transfer of REO property; to file suit and prosecute legal actions against all parties liable for past due amounts under a Mortgage Loan, including but not limited to any deficiency amounts due following foreclosure; and/or to take such other actions and exercise such rights which may be taken by Trustee under the terms of any Mortgage Loan including foreclosure, sale, taking possession of, realization upon all or any part of a Mortgage Loan or any collateral therefor or guaranty thereof.

This instrument is to be construed and interpreted as a Limited Power of Attorney regarding a Mortgage Loan. The enumeration of specific items, acts, rights and powers is not intended to, nor does it give rise to and it is not to be construed as a general power of attorney.

EXHIBIT "A"

1. ContiMortgage Corporation Pooling and Servicing Agreement Series 1993-4, dated December 1, 1993, between ContiMortgage Corporation and Manufacturers and Traders Trust Company;
2. ContiMortgage Corporation Pooling and Servicing Agreement Series 1994-1, dated February 1, 1994, between ContiMortgage Corporation and Manufacturers and Traders Trust Company;
3. ContiMortgage Corporation Pooling and Servicing Agreement Series 1994-2, dated March 10, 1994, between ContiMortgage Corporation and Manufacturers and Traders Trust Company;
4. ContiMortgage Corporation Pooling and Servicing Agreement Series 1994-3, dated June 1, 1994, between ContiMortgage Corporation, ContiSecurities Asset Funding Corporation and Manufacturers and Traders Trust Company;
15. ContiMortgage Corporation Pooling and Servicing Agreement Series 1994-4, dated August 1, 1994, between ContiMortgage Corporation, ContiSecurities Asset Funding Corporation and Manufacturers and Traders Trust Company;
16. ContiMortgage Corporation Pooling and Servicing Agreement Series 1994-5, dated December 1, 1994, between ContiMortgage Corporation, ContiSecurities Asset Funding Corporation and Manufacturers and Traders Trust Company;
17. ContiMortgage Corporation Pooling and Servicing Agreement Series 1995-1, dated March 1, 1995, between ContiMortgage Corporation, ContiSecurities Asset Funding Corporation and Manufacturers and Traders Trust Company;
18. ContiMortgage Corporation Pooling and Servicing Agreement Series 1995-2, dated May 1, 1995, between ContiMortgage Corporation, ContiSecurities Asset Funding Corporation and Manufacturers and Traders Trust Company;
19. ContiMortgage Corporation Pooling and Servicing Agreement Series 1995-3, dated August 1, 1995, between ContiMortgage Corporation, ContiSecurities Asset Funding Corporation and Manufacturers and Traders Trust Company;
20. ContiMortgage Corporation Pooling and Servicing Agreement Series 1995-4, dated November 1, 1995, between ContiMortgage Corporation, ContiSecurities Asset Funding Corporation and Manufacturers and Traders Trust Company;
21. ContiMortgage Corporation Pooling and Servicing Agreement Series 1996-1, dated February

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- 1, 1996, between ContiMortgage Corporation, ContiSecurities Asset Funding Corporation and Manufacturers and Traders Trust Company;
22. ContiMortgage Corporation Pooling and Servicing Agreement Series 1996-2, dated June 1, 1996, between ContiMortgage Corporation, ContiSecurities Asset Funding Corporation and Manufacturers and Traders Trust Company;
23. ContiMortgage Corporation Pooling and Servicing Agreement Series 1996-3, dated August 1, 1996, between ContiMortgage Corporation, ContiSecurities Asset Funding Corporation and Manufacturers and Traders Trust Company;
24. ContiMortgage Corporation Pooling and Servicing Agreement Series 1996-4, dated December 1, 1996, between ContiMortgage Corporation, ContiSecurities Asset Funding Corporation, ContiWest Corporation and Manufacturers and Traders Trust Company;
25. ContiMortgage Corporation Pooling and Servicing Agreement Series 1997-1, dated February 1, 1997, between ContiMortgage Corporation, ContiSecurities Asset Funding Corporation, ContiWest Corporation and Manufacturers and Traders Trust Company;
26. ContiMortgage Corporation Pooling and Servicing Agreement Series 1997-2, dated March 1, 1997, between ContiMortgage Corporation, ContiSecurities Asset Funding Corporation, ContiWest Corporation, and Manufacturers and Traders Trust Company;
27. ContiMortgage Corporation Pooling and Servicing Agreement Series 1997-3, dated June 1, 1997, between ContiMortgage Corporation, ContiSecurities Asset Funding Corporation, Conti West Corporation, and Manufacturers and Traders Trust Company;
28. ContiMortgage Corporation Pooling and Servicing Agreement Series 1997-4, dated September 1, 1997, between ContiMortgage Corporation, ContiSecurities Asset Funding Corporation, ContiWest Corporation, and Manufacturers and Traders Trust Company;
29. ContiMortgage Corporation Pooling and Servicing Agreement Series 1997-5, dated December 1, 1997, between ContiMortgage Corporation, ContiSecurities Asset Funding Corporation, ContiWest Corporation, and Manufacturers and Traders Trust Company;
30. ContiMortgage Corporation Pooling and Servicing Agreement Series 1998-1, dated March 1, 1998, between ContiMortgage Corporation, ContiSecurities Asset Funding Corporation, ContiWest Corporation, and Manufacturers and Traders Trust Company;

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31. ContiMortgage Corporation Pooling and Servicing Agreement Series 1998-2, dated June 1, 1998, between ContiMortgage Corporation, ContiSecurities Asset Funding Corporation, ContiWest Corporation, and Manufacturers and Traders Trust Company;
32. ContiMortgage Corporation Pooling and Servicing Agreement Series 1998-3, dated September 1, 1998, between ContiMortgage Corporation, ContiSecurities Asset Funding Corporation, ContiWest Corporation, and Manufacturers and Traders Trust Company;
33. ContiMortgage Corporation Pooling and Servicing Agreement Series 1998-4, dated December 1, 1998, between ContiMortgage Corporation, ContiSecurities Asset Funding Corporation, ContiWest Corporation, and Manufacturers and Traders Trust Company;
34. ContiMortgage Corporation Pooling and Servicing Agreement Series 1999-1, dated March 1, 1999, between ContiMortgage Corporation, ContiSecurities Asset Funding Corporation, ContiWest Corporation, and Manufacturers and Traders Trust Company;
35. ContiMortgage Corporation Pooling and Servicing Agreement Series 1999-2, dated March 1, 1999, between ContiMortgage Corporation, ContiSecurities Asset Funding Corporation, ContiWest Corporation and Manufacturers and Traders Trust Company;
36. ContiMortgage Corporation Pooling and Servicing Agreement Series 1999-3, dated June 1, 1999, between ContiMortgage Corporation, ContiSecurities Asset Funding Corporation, ContiWest Corporation, Norwest Bank Minnesota, National Association, and Manufacturers and Traders Trust Company.

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