

Prepared by and Return To:  
0620272MS  
NATIONWIDE TRUSTEE SERVICES, INC.  
1587 Northeast Expressway  
Atlanta, GA 30329  
(404)-417-4040

INDEXING INSTRUCTIONS: Lot 45, Section "A", Ansley Park Subdivision, Section 21,  
Township 1 South, Range 7 West, DeSoto County, Mississippi,

SUBSTITUTION OF TRUSTEE

WHEREAS on July 26, 2002, Patrick Phiapalath and Annie Phiapalath, executed a Deed of Trust to Ron Morrison for the use and benefit of Novelle Financial Services which Deed of Trust is on file and of record in the office of the Chancery Clerk of De Soto County, Mississippi, in Deed of Trust Record Book 1538, Page 0297 thereof; describing the following property:

Lot 45, Section "A", Ansley Park Subdivision, located in Section 21, Township 1 South, Range 7 West, DeSoto County, Mississippi, as recorded in Plat Book 74, Pages 26 and 27, in the Office of the Chancery Clerk of DeSoto County, 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 **DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR THE HOLDERS OF THE CDC MORTGAGE CAPITAL TRUST 2002-HE3 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2002-HE3**, 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 14th day of JULY, 2011.

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR THE HOLDERS OF THE CDC MORTGAGE CAPITAL TRUST 2002-HE3 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2002-HE3 BY SELECT PORTFOLIO SERVICING, INC., F/K/A FAIRBANKS CAPITAL CORP., AS ATTORNEY IN FACT

By: [Signature] 7/14/11

Its: Attorney in Fact

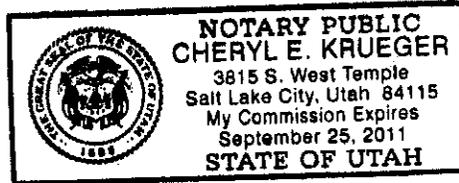
Randall Wessman, Document Control Officer

Power of Attorney Attached as Exhibit A

STATE OF UTAH  
COUNTY OF SALT LAKE

Personally appeared before me, the undersigned authority in and for the said county and state, on this 14th day of JULY, 20 11, within my jurisdiction, the within named RANDALL WESSMAN, ~~DOCUMENT CONTROL OFFICER~~, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed in the above and foregoing instrument and acknowledged that he/she/they executed the same in his/her/their representative capacity(ies), and that by his/her/their signature(s) on the instrument, and as the act and deed of the person(s) or entity(ies) upon behalf of which he/she/they acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

[Signature]  
(NOTARY PUBLIC)  
My commission expires: 9-25-11



(Affix official seal, if applicable)

WHEN RECORDED, RETURN TO:  
FAIRBANKS CAPITAL CORP.  
ATTN: DOCUMENT CONTROL  
P.O. BOX 65250  
SALT LAKE CITY, UT 84165-0250

**EXHIBIT A**

## LIMITED POWER OF ATTORNEY

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 that Pooling and Servicing Agreement, dated as of November 1, 2002 (as amended, restated, and otherwise modified, the "Agreement"), relating to the CDC Mortgage Capital Trust 2002-HE3, by and among the Trustee, Morgan Stanley ABS Capital I Inc., as Depositor, Fairbanks Capital Corp., as Servicer (the "Servicer"), and CDC Mortgage Capital Inc., as Unaffiliated Seller, hereby constitutes and appoints 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 Agreement 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 Fairbanks Capital Corp. is acting as the Servicer.

This Appointment shall apply only to the following enumerated transactions and nothing herein or in the Agreement 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 said modification or re-recording, in either instance, (i) does not adversely affect the lien of the Mortgage or Deed of Trust as insured and (ii) otherwise conforms to the provisions of the Agreement.

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.
11. Endorse on behalf of the Trustee all checks, drafts and/or negotiable instruments made payable to the Trustee.
12. Demand, sue for, recover, collection and receive each and every sum of money, debt, account and interest (which now is, or hereafter shall become due and payable) belonging to or claimed by the Trustee, and to use or take any lawful means for recovery by legal process or otherwise.

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 November 1, 2002.

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 Agreement, 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 or in the Agreement. If the Servicer receives any notice of suit, litigation or proceeding in the name of Deutsche Bank National Trust Company, 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 Agreement or to allow the Servicer to take any action with respect to Mortgages, Deeds of Trust or Mortgage Notes not authorized by the Agreement.

This Limited Power of Attorney is entered into and shall be governed by the laws of the State of New York, 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.

[The remainder of this page left intentionally blank.]

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 29th day of October, 2003.

Deutsche Bank National Trust Company,  
as Trustee

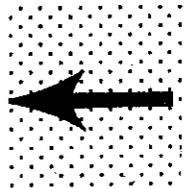
By: *Barbara Campbell*  
Name: Barbara Campbell  
Title: Assistant Vice President

Witness:  
*Sebastian Ho*  
Name: Sebastian Ho

Witness:  
*Amy Stoddard*  
Name: Amy Stoddard

Acknowledged and Agreed  
Fairbanks Capital Corp.

By: \_\_\_\_\_  
Name: Terrell W. Smith  
Title: Executive Vice President



STATE OF CALIFORNIA  
COUNTY OF ORANGE

On October 29th, 2003, before me, the undersigned, a Notary Public in and for said state, personally appeared Barbara Campbell of Deutsche Bank National Trust Company, as Trustee for CDC Mortgage Capital Trust 2002-HE3, 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)



*Hang T. Luu*  
Notary Public, State of California