1st State Realty

DELAWARE COUNTY IOWA
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BOOK 4008 PAGE 1191
DEBORAH L. PEYTON
DELAWARE CO. RECORDER
31.00

RESOLUTIONS OF THE BOARD OF DIRECTORS RESPECTING SIGNING POWERS OF CERTAIN PERSONS

RESOLVED, that each of the persons enumerated on the attached Schedule I (as amended by the Master Servicer from time to time) be, and each hereby is, authorized and empowered to act as "Authorized Servicing Officers".

RESOLVED, that the Authorized Servicing Officers be appointed for the sole and exclusive purpose of, and with authority expressly limited to, the performance of the acts set forth below:

Sign, execute acknowledge, deliver, file for record, and record any instrument on behalf of the Association and effectuate the following enumerated transactions in respect of any of the Mortgages, Deeds of Trust (the "Mortgages" and the "Deeds of Trust" respectively), Installment Contracts for sale of Real Estate ("Installment Contract"), Contract for Deed, Land Contracts and promissory notes secured thereby (the "Mortgage Notes") for which the Association is or will be acting as Trustee for various certificate holders (whether the Association 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 or has acquired the Seller's interest in any Installment Contract, Contract for Deed, Land Contract, by deed or assignment) and for which Countrywide Home Loans, Inc. is or will be acting as Master Servicer.

This appointment shall apply to the following enumerated transactions only:

1. The modification or re-recording of a Mortgage, Deed of Trust, Installment Contract, Contract for Deed, or Land Contract where said modification or re-recording is for the purpose of correcting the Mortgage, Deed of Trust, Installment Contract, Contract for Deed or Land Contract 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, Deed of Trust, Installment Contract, Contract for Deed or Land Contracts as insured.

2. The subordination of the lien of a Mortgage, Deed of Trust, Installment Contract, Contract for Deed, Land Contract or an easement in favor of a public utility company or a government agency or unit with powers of eminent domain; this section shall include without limitation, the execution of partial satisfactions/releases, partial reconveyance or the execution of requests to trustees to accomplish same.

3. With respect to a Mortgage, Deed of Trust, Installment Contract, Contract for Deed, Land Contract, the foreclosure, the taking of deed in lieu of foreclosure, or the completion of judicial or non-judicial foreclosure or termination, cancellation

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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 actions as may be necessary under the terms of the Mortgage, Deed of Trust, Installment Contract, Contract for Deed, Land Contract or state law to expeditiously complete said transactions.

4. With respect to an Installment Contract, Contract For Deed or Land Contract, the cancellation of such Installment Contract or the taking of a deed in lieu of cancellation, including without limitation, any and all of the following acts:

a) Statements of breach or non-performance;
b) Notices of default;
c) Such other documents and actions which may be necessary under the terms of the Installment Contract, Contract for Deed, Land Contract or state law to properly and expeditiously complete said transactions.

5. With respect to the sale of property acquired through a foreclosure or deed-in-lieu, including without limitation, any and all of the following acts:

a) Listing agreements.
b) Purchase and Sale agreements.
c) Grant/Warrants/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.
e) Any and all documents necessary to effect the transfer of property.

6. In any case in which a transferee of a mortgaged property is to assume the related mortgage or which requires the release of the conveying mortgagor from liability on the related mortgage loan, in order to effect such assumption, any and all of the following acts:

a) The completion and execution of loan assignment and/or assumption agreements, which agreement shall not otherwise modify any material term of the mortgage loan, (including, but not limited to, the mortgage note rate, the unpaid principal balance, the amortization schedule, or any other term affecting the amount or timing of payments on the mortgage note) unless the Master Servicer provides Bankers Trust Company of California. N.A., as Trustee, with an opinion of counsel to the effect that such modification will not be treated, under the REMIC Provisions, as an acquisition of the modified mortgage note by the related trust in exchange for the unmodified mortgage note on the date the modification occurs;

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b) The preparation and execution of releases of conveying mortgagors from liability under the mortgage loan; and
c) The collection of any assumption fee from the conveying or assuming mortgagor, where permitted.

7. In any case in which a subsequent purchaser of a property is to assume the related Land Contract or which requires the release of the conveying purchaser from liability on the related Land Contract, in order to effect such assumption, any and all of the following acts:

d) The completion and execution of Land Contract assignment and/or assumption agreements, which agreement shall not otherwise modify any material term of the Land Contract, (including, but not limited to, the rate, the unpaid principal balance, the amortization schedule, or any other term affecting the amount or timing of payments on the contract) unless the Master Servicer provides Bankers Trust Company of California. N.A., as Trustee, with an opinion of counsel to the effect that such modification will not be treated, under the REMIC Provisions, as an acquisition of the modified contract by the related trust in exchange for the unmodified contract on the date the modification occurs;
e) The preparation and execution of releases of conveying purchaser from liability under the loan; and
f) The collection of any assumption fee from the conveying or assuming purchaser, where permitted.

8. The full satisfaction /release of a Mortgage, Deed of Trust, Installment Contract, Contract for Deed, Land Contract or full conveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.

9. The full assignment of a Mortgage, Deed of Trust, Installment Contract, Contract for Deed or Land Contract 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.

RESOLVED, that the Chairman of the Board, the President, each Executive Vice President and each Senior Vice President be, and each of them hereby is authorized to designate other Authorized Servicing Officers, delete the authorization of any previously designated Authorized Servicing Officers, and authorize any other officer or employee of the Association to authorize and delete Authorized Servicing Officers.

I, Judy Gomez, Assistant Secretary of Bankers Trust Company of California, N.A., hereby certify that the foregoing is a true and correct copy of resolutions of the Board of Directors of Bankers Trust Company of California, NA, respecting signing powers of officers and others, that such resolutions were duly adopted at meetings duly and legally held at which quorums were present and voted, and that the same are in full force and effect at this date.

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Dated 12/03/01

Assistant Secretary

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SCHEDULE I
to
RESOLUTIONS OF THE BOARD OF DIRECTORS RESPECTING SIGNING POWERS OF CERTAIN PERSONS

Name	Title	Department	Exemplar Signature
Paul Lindemann	Senior Vice President	REO	
Janet Palomino	Vice President	REO	
Jacque Prey	Vice President	REO	
Cherie Hagen	Vice President	REO	
Dennis Gierule	Assistant Vice President	REO	
Sandra Whiteley	Assistant Secretary	REO	
Laura Wilund	Assistant Secretary	REO	
Tracey Jennings	Assistant Secretary	REO	
Diana Garcia	Assistant Secretary	REO	
Christine Lazicki	Assistant Secretary	REO	
Lucero Pena	Assistant Secretary	REO	
Lisa Van Cook	Assistant Secretary	REO	

I, Richard L. Wilson, Executive Vice President of Countrywide Home Loans, Inc. hereby certify that as of the date entered below, the above listed persons are Authorized Servicing Officers of Countrywide Home Loans, Inc., as Master Servicer.

Dated 10/12/03

Name: Richard L. Wilson
Title: Executive Vice President

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