

RECORD AND RETURN TO:  
INDYMAC, INC.  
155 NORTH LAKE AVENUE  
PASADENA, CALIFORNIA 91101  
ATTENTION: DEFAULT MANAGEMENT

01/19/1999-02445  
02:26 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 CRH 11.00

### POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS The Bank of New York, a banking corporation organized and existing under the laws of the State of New York and having an office for the conduct of business at 101 Barclay Street, New York, New York 10286, solely in its capacity as Trustee (in such capacity the "Trustee") under various Pooling and Servicing Agreements entered into from time to time among CWMBS, Inc. (CWMBS"), as Depositor, IndyMac, Inc. (formerly known as Countrywide Mortgage Conduit, Inc. and Independent National Mortgage Corporation) ("IndyMac") as seller and master Servicer (the "Seller and Master Servicer"), and the Trustee (each a "Pooling Agreement"), pursuant to which CWMBS, Inc. Mortgage Pass-Through Certificates are issued, and not in its individual corporate capacity, hereby constitutes and appoints IndyMac, a corporation organized and existing under the laws of the State of Delaware and having an office for the conduct of business at 155 North Lake Avenue, Pasadena, California 91101, in its capacity as Master Servicer, as its true and lawful attorney-in-fact, in its name, place and stead for its use and benefit, in accordance with the terms of the related Pooling Agreement, to execute and acknowledge in writing or by facsimile stamp any and all instruments of satisfaction or cancellation, or of partial or full release or discharge and all other comparable instruments, including, without limitation, settlement agreements, with respect to the Mortgage Loans, and with respect to the Mortgaged Properties held for the benefit of the Certificateholders, to execute and acknowledge in writing or by facsimile stamp any and all documents which are customarily or reasonably necessary and appropriate to effectuate foreclosure, and legal action brought to obtain judgment against the Mortgagor or the Mortgage Note or the Mortgage, to obtain a deficiency judgment or other conversion of the ownership of the Mortgaged Property securing any Mortgage Loan, to defend any legal action brought in connection therewith, to execute and acknowledge in writing or by facsimile stamp any and all instruments related to the marketing, conveying and transferring any REO Property, to execute and acknowledge in writing or by facsimile stamp all documents which are customarily or reasonably necessary and appropriate (including Uniform Commercial Code termination statements) for the release or assignment (whether by Mortgage Extension and Consolidation Agreement or other form of Assignment) of a mortgage, deed of trust or deed to secure debt or other similar security instrument (including co-op mortgages) upon payment and discharge of all sums secured thereby, and which relate to the Mortgage Loans owned by the undersigned, as Trustee, serviced by IndyMac pursuant to the related Pooling Agreement, whether the undersigned is named therein as mortgagee or beneficiary or has become mortgagee or beneficiary by virtue of assignment of the mortgage, deed of trust or deed to secure debt or other similar security instrument (including co-op mortgages).

The undersigned gives to said attorney-in-fact full power and authority to execute such instruments as if the undersigned were personally present, hereby ratifying and confirming all that said attorney-in-fact shall lawfully do or cause to be done by authority hereof. Third parties without actual notice may rely upon the power granted to said attorney-in-fact under the Power of Attorney and may assume that, upon the exercise of such power, all conditions precedent to such exercise of power have been satisfied and this Power of Attorney has not been revoked unless an Instrument of Revocation has been recorded.

This Power of Attorney has been executed and is effective as of this 14 day of JAN., 1999 and the same shall continue in full force and effect until the occurrence of any of the following events or until revoked in writing by the undersigned:

- i. the suspension or termination of IndyMac as Master Servicer with respect to the Mortgage Loans serviced under all of the Pooling Agreements.
- ii. the transfer of servicing to another Master Servicer from IndyMac with respect to the Mortgage Loans serviced under all of the Pooling Agreements.

- iii. the appointment of a receiver or conservator with respect to the business of IndyMac.
- iv. the filing of a voluntary or involuntary petition of bankruptcy by IndyMac or any of its creditors.

Notwithstanding the foregoing, the power and authority given to said attorney-in-fact under this Power of Attorney shall be revoked with respect to a particular Pooling Agreement and the Mortgage Loans subject thereto upon the occurrence of:

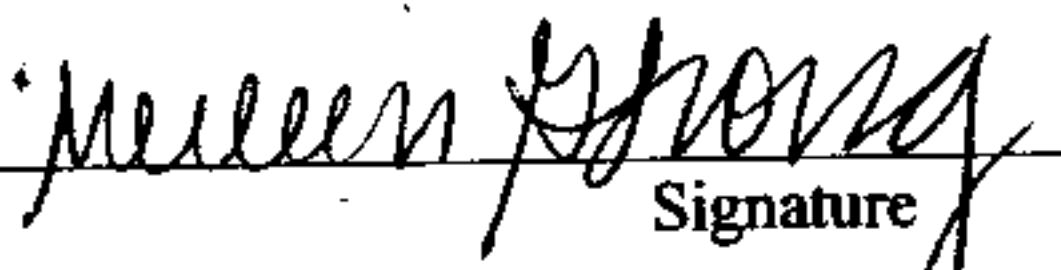
- i. the suspension or termination of IndyMac as Master Servicer under such Pooling Agreement or of the attorney-in-fact under the related Pooling Agreement, or
- ii. the transfer of servicing under such Pooling Agreement from IndyMac to another Master Servicer or from said attorney-in-fact under the related Agreement to another Master Servicer.

Nothing contained herein shall be deemed to amend or modify the related Pooling Agreements or the respected rights, duties or obligations of the Trustee or IndyMac thereunder, and nothing herein shall constitute a waiver of any rights or remedies thereunder.

Capitalized terms used but not defined herein shall have the meanings ascribed to them under the Pooling Agreement

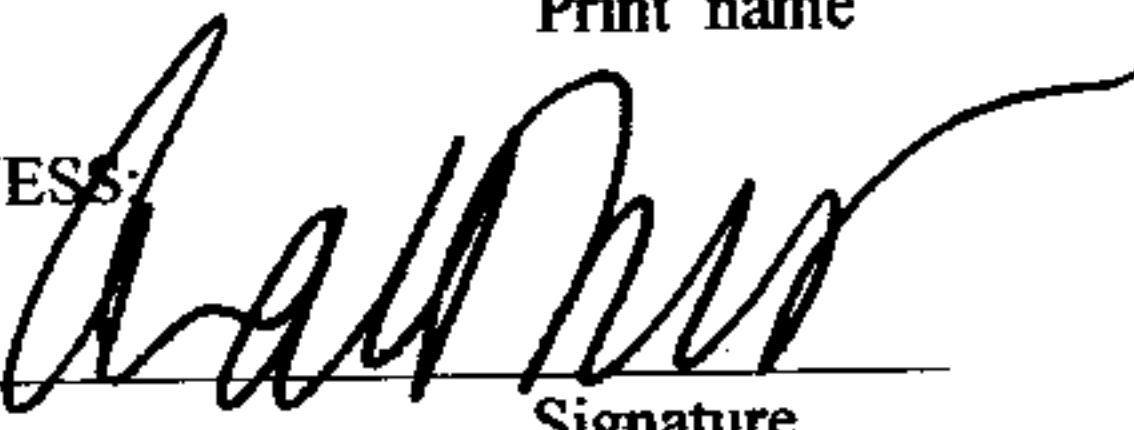
WITNESS:

The Bank of New York, as Trustee  
as aforesaid and not individually

  
Signature  
**Meileen G. Liang**  
Print name

  
Vice President

WITNESS:

  
Signature  
**ANNA H. FELT**  
Assistant Treasurer  
Print name

(corporate seal)  
Inst # 1999-02445

01/19/1999-02445  
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SHELBY COUNTY JUDGE OF PROBATE  
002 CRH 11.08

State of New York )  
County of New York )

On the 14 day of January, 1999 before, a Notary Public in and for said, personally appeared **RICHARD COSTANTINO**, known to me to be a Vice President of The Bank of New York, a New York banking corporation that executed the within instrument, and also known to me to be the person who executed said instrument on behalf of said New York banking corporation and acknowledged to me that such New York banking corporation executed the within instrument.

IN WITNESS THEREOF, I have hereunto set my hand and affixed by official seal the day and year in this certificate first above written.

**O. D. SCOTT, JR.**  
Notary Public, State of New York  
No. 01SC5059513  
Qualified in New York County  
Commission Expires April 29, 1998

My Commission Expires:

  
Notary Public