

Sirote & Permut
2311 Highland Ave. S.
PO Box 55727 Kansas 66255

PREPARED BY: MANUEL GORRIN
WHEN RECORDED RETURN TO:
INTERBAY FUNDING, LLC
4425 PONCE DE LEON BLVD., 4 TH FL
CORAL GABLES, FLORIDA 33146
ATTN-DOCUMENT CONTROL DEPT.

Property Address:
404 WILDERNESS LANE
ALABASTER, AL 35007

Loan No:127391
Seller Loan No: 90540010006

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**** ASSIGNMENT OF DEED OF TRUST/MORTGAGE ****

FOR VALUE RECEIVED, the undersigned: SOUTHERN PACIFIC BANK (Assignor), with an address of 4425 Ponce De Leon Blvd., Fourth Floor, Coral Gables, Florida 33146 hereby sell, assigns, transfers and conveys to:


INTERBAY FUNDING, LLC

Located at 4425 Ponce De Leon Blvd., 5th Floor, Coral Gables, Florida 33144 (Assignee) all of its, the undersigned's right, title, interest and estate in and to a certain Security Instrument (i.e. Mortgage, Deed of Trust, Security Deed, Mortgage Deed, Mortgage Bond or Deed Bond) executed by: THOMAS BROOKER and DONNA JO BROOKER to: JP FUNDING under the date of: 04-Dec-98 in the amount of: \$119,850.00 recorded in Instrument/Doc. #19991119000473871 of the records of: SHELBY County, the State of AL and recorded on 19-Nov-99 with the legal description of:

AS DESCRIBED IN DEED OF TRUST/MORTGAGE AND REFERRED TO HEREIN

IN WITNESS WHEREOF, Assignor has caused this instrument to be signed by its authorized officer (s) has fixed its seal hereto and has caused the same to be attested by its authorized officer (s) on this 5th day of March, 2003.

ASSIGNOR: SOUTHERN PACIFIC BANK by its
attorney-in-fact BAYVIEW FINANCIAL TRADING GROUP, LP

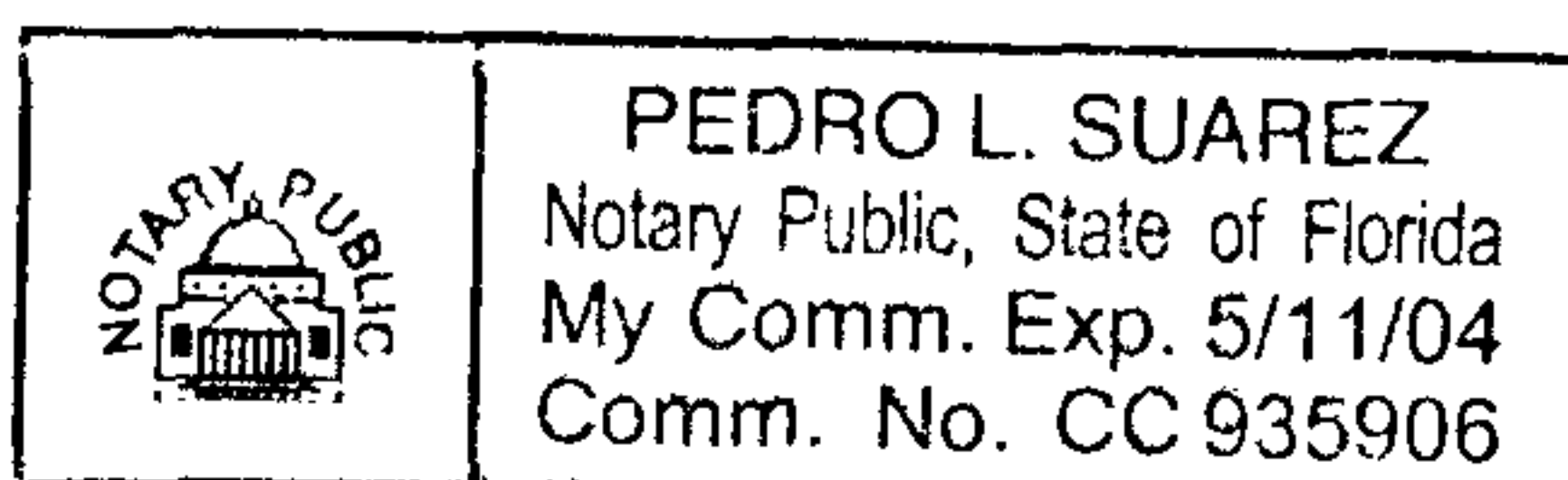

Name: Robert G. Hall
Title: Vice-President

WITNESS:


Manuel Gorri

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

On the 5th day of March in the year 2003 before me, the undersigned, personally appeared Robert G. Hall personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the County of Miami-Dade State of Florida.




Notary Public

Record and Return to:
Manuel Gorin
Interbay Funding LLC
4425 Ponce de Leon Blvd., 4th Floor
Coral Gables, FL 33146

EXHIBIT "B"

LIMITED POWER OF ATTORNEY

Southern Pacific Bank (hereinafter called "Seller") hereby appoints Bayview Financial Trading Group, L.P. ("Purchaser"), as its true and lawful attorney-in-fact to act in the name, place and stead of Seller for the purposes set forth below. This Limited Power of Attorney is given pursuant to a certain Amendment to Loan Purchase Agreement by and between Seller and Purchaser dated July 10th, 2000 (the "Agreement") to which reference is made for the definition of all capitalized terms herein. ~~_____~~

Now therefore, Seller does hereby constitute and appoint Purchaser the true and lawful attorney-in-fact of Seller and in Seller's name, place and stead with respect to each mortgage loan sold to Purchaser pursuant to the Agreement for the following, and only the following, purposes:

1. To execute, acknowledge, seal and deliver deed of trust/mortgage note endorsements, assignments of deed of trust/mortgage and other recorded documents, satisfactions/releases/reconveyances of deed of trust/mortgage, tax authority notifications and declaration, deeds, bills of sale, and other instruments of sale, conveyance, and transfer, appropriately completed, with all ordinary or necessary endorsements, acknowledgments, affidavits, and supporting documents as may be necessary or appropriate to effect its execution, delivery, conveyance, recordation of filing.
2. To execute and deliver affidavits of debt, substitutions of trustee, substitutions of counsel, non-military affidavits, notices of rescission, foreclosure deeds, transfer tax affidavit, affidavits of merit, verification of complaint, notices to quit, bankruptcy declarations for the purpose of filing motions to lift stays and other documents or notice filings on behalf of Seller in connection with foreclosure, bankruptcy and eviction actions.
3. To endorse and/or assign checks or negotiable instruments received by Purchaser as a payment under a Loan, a Loan Payment, a Mortgage Loan Payment, or Cooperative Loan Payment.

Seller intends that this Limited Power of Attorney be coupled with an interest and is not revocable.

Seller further grants to its attorney-in-fact full authority to act in any manner both proper and necessary to exercise the foregoing powers, and ratifies every act that Purchaser may lawfully perform in exercising those powers by virtue hereof.

Seller further grants to Purchaser the limited power of substitution and revocation of another party for the purpose and only for the purpose of endorsing or assigning notes or security instruments in our name, and hereby ratifying and confirming all that the attorney-in-fact, or substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers.

Purchaser shall indemnify, defend and hold harmless Seller, its successors and assigns, from and against any and all losses, costs, expenses (including, without limitation, actual attorneys' fees), damages, liabilities, demand or claims of any kind whatsoever, ("Claims") arising out of, related to, or in connection with (i) any act taken by Purchaser pursuant to this Limited Power of Attorney, which act results in a Claim solely by virtue of the unlawful use of this Limited Power of Attorney (and not as a result of a Claim related to the underlying instrument with respect to which this Limited Power of Attorney has been used), or (ii) any use or misuse of this Limited Power of Attorney in any manner or by any person not expressly authorized hereby.

IN WITNESS WHEREOF, Seller has executed this Limited Power of Attorney this 13 day of July, 2000.

SOUTHERN PACIFIC BANK

By: [Signature]

Name: John Getzelman

Title: President

Witnesses:

Terry Northrup

STATE OF

COUNTY OF

BEFORE ME, Venda R. Davis, a Notary Public in and for the jurisdiction aforesaid, on this 13th day of July, 2000, personally appeared John Getzelman who is personally known to me to be President of Southern Pacific Bank. The person who executed the foregoing instrument to be her free and voluntary act and deed as authorized for the uses, purposes and consideration therein set forth.

Witness my hand and official seal this 13th day of July, 2000.

Venda R. Davis
Notary Public

My Commission Expires: 9/3/02

