ALSHELB

20030604000347590 Pg 1/2 14.00 Shelby Cnty Judge of Probate, AL 06/04/2003 13:28:00 FILED/CERTIFIED

## LIMITED POWER OF ATTORNEY

This Limited Power of Attorney is executed as of the date set forth below by HSBC Mortgage Corporation (USA), a Delaware Corporation having an office at 2929 Walden Avenue, Depew, New York 14043 ("Servicer") appointing as attorney-in-fact American Release Corporation, a Missouri Corporation having an office at 95 Kimberling City Center Lane, Suite D, Kimberling City, MO 65686 ("A.R.C.").

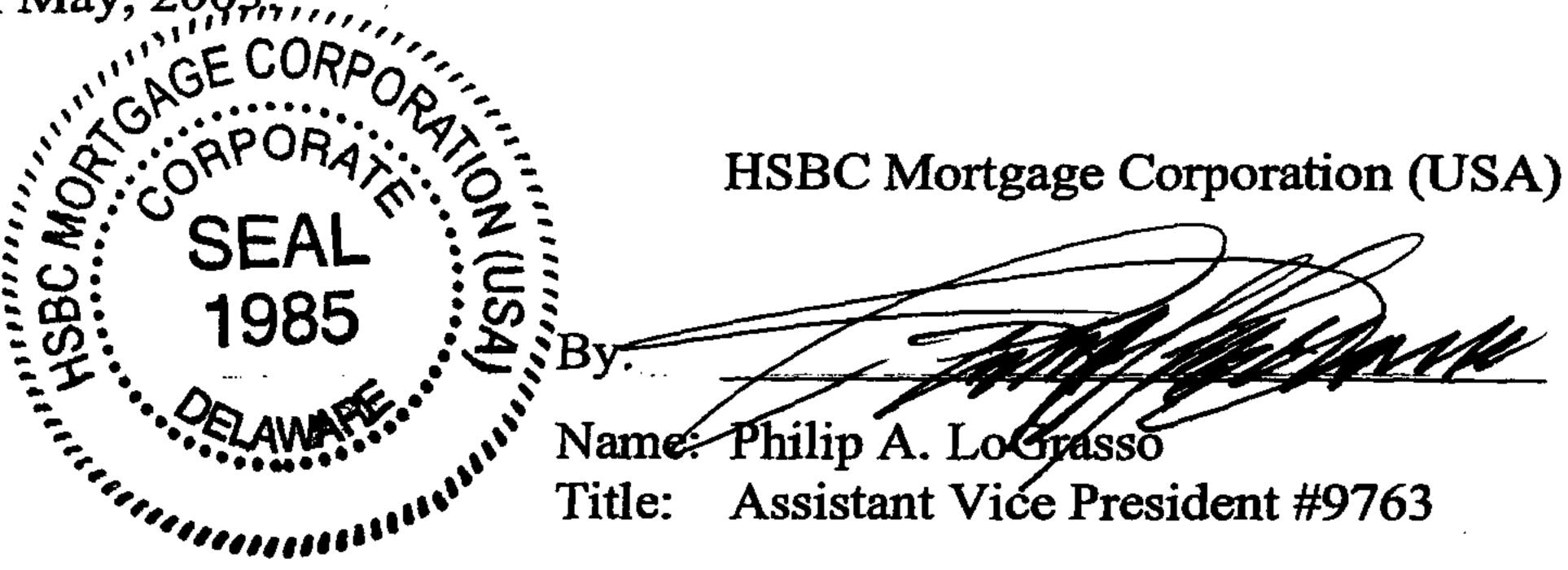
## RECITALS

- A. Servicer and A.R.C. have entered into an Agreement dated May 1, 2003 pursuant to which A.R.C. prepares, records and tracks assignments and releases of mortgages on behalf of Servicer (the "Agreement").
- **B.** In connection with the performance of such functions, Servicer wishes to empower A.R.C. to execute certain documents on Servicer's behalf as further described herein.
- C. This appointment of A.R.C. as attorney-in-fact for Servicer shall apply to the following enumerated transactions only:
- 1. The assignment of any Mortgage or Deed of Trust and the related Mortgage Note, in connection with the purchase or repurchase of the Mortgage Loan secured and evidenced thereby.
- 2. The full satisfaction/release of a Mortgage or Deed of Trust or full reconveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.
- 3. The full assignment of a Mortgage or Deed of Trust upon payment and discharge of all sums secured thereby in connection with the refinancing thereof, including without limitation, the assignment of the related Mortgage Note.
- **D.** The undersigned gives its attorney-in-fact full power and authority to execute such instruments and to do and perform every act necessary and proper to carry into effect the powers granted by this Limited Power of Attorney, each subject to the terms and conditions set forth in the Agreement and in accordance with the standard of care applicable to servicers.
- E. Any third party without actual notice of fact to the contrary may rely upon the exercise of the power granted by 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 and such third party put on notice thereof.

F. A.R.C. hereby agrees to indemnify and hold the Servicer and its directors, officers, employees and agents harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by reason or result of or in connection with the exercise by A.R.C. of the powers granted to it hereunder. The foregoing indemnity shall survive the termination of this Limited Power of Attorney.

IN WITNESS WHEREOF, HSBC Mortgage Corporation (USA), has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf this 1<sup>st</sup> day of May, 2003,,,,,



STATE OF NEW YORK )
COUNTY OF ERIE )
ss

On this 1st day of May in the year 2003 before me, the undersigned, a Notary Public in and for the State, personally appeared Philip A. LoGrasso, 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 individuals(s), or the person on behalf of which the individual(s) acted, executed the instrument.

Witness my hand and official seal,

CALVIN F. JACKSON

Notary Public. State of New York

Qualified in Erie County

My Commission Expires Sept. 2005

Calvin Jackson

Notary Expires: 09/13/2005 #01JA6030512 My Commission Exp

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