



20040331000165060 Pg 1/3 17.00
Shelby Cnty Judge of Probate, AL
03/31/2004 11:20:00 FILED/CERTIFIED

✓ WHEN RECORDED MAIL TO:
CHASE MANHATTAN MORTGAGE CORPORATION
PAID ACCOUNTS DEPARTMENT
10790 RANCHO BERNARDO ROAD
SAN DIEGO, CA 92127

PREPARED BY:
WELLS FARGO BANK MINNESOTA, N.A.
ATTN: KATHLEEN DEAN
9062 OLD ANNAPOLIS ROAD
COLUMBIA, MD 21045

Shelby, AL

LIMITED POWER OF ATTORNEY

WELLS FARGO BANK MINNESOTA, N.A., a national banking association, (the "Company") hereby irrevocably constitutes and appoints **Chase Manhattan Mortgage Corporation**, ("Chase"), and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the Company and in the name of the Company or in its own name, from time to time in Chase's discretion, for the purpose of servicing mortgage loans, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of servicing mortgage loans, and, without limiting the generality of the foregoing, the Company hereby gives Chase the power and right, on behalf of the Company, without assent by the Company, to do the following, to the extent consistent with the terms and conditions of the Pooling and Servicing Agreements and Servicing Agreements attached hereto as Exhibit A :

(A) to direct any party liable for any payment under any loans to make payment of any and all moneys due or to become due thereunder directly to Chase or as Chase shall direct and in the name of the Company or its own name, or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances, or other instruments for the payment of moneys due under any loans (including those related to mortgage insurance); (B) to execute substitutions of trustee, reconveyance documents, foreclosure documents, grant deeds and other instruments conveying real property, and such other documents as Chase deems necessary to carry out its obligations to service the mortgage loans; (C) to ask or demand for, collect, receive payment of and receipt for, any and all moneys, claims, and other amounts due or to become due at any time in respect of or arising out of any loans; (D) to commence and prosecute any suits, actions, or proceedings at law or in equity in any court of competent jurisdiction to collect the loans or any thereof and to enforce any other right in respect of any loans; and (E) generally, to do, at Chase's option, at any time, and from time to time, all acts and things which Chase deems necessary to protect, preserve or realize upon the loans and the liens thereon and to effect the intent of the Agreement, all as fully and effectively as the Company might do.

DATED this 5TH day of January, 2004

Wells Fargo BANK MINNESOTA, N.A., a
national banking association

By: Barry Akers
Its: Vice President

ATTEST:

Reid Denny, Assistant Secretary

STATE OF MARYLAND

COUNTY OF HOWARD

On this 5TH day of January, 2004 before me, the undersigned, a notary public, personally appeared, Barry Akers, Vice President and Reid Denny, Assistant Secretary of Wells Fargo Bank Minnesota, N.A., a national banking association, who is personally known to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in his/her authorized capacities and that by their signatures on the instrument the persons of the entry upon behalf of which the persons acted, executed the Instrument.

WITNESS my hand and official seal.

Signature

Kathleen A. Dean

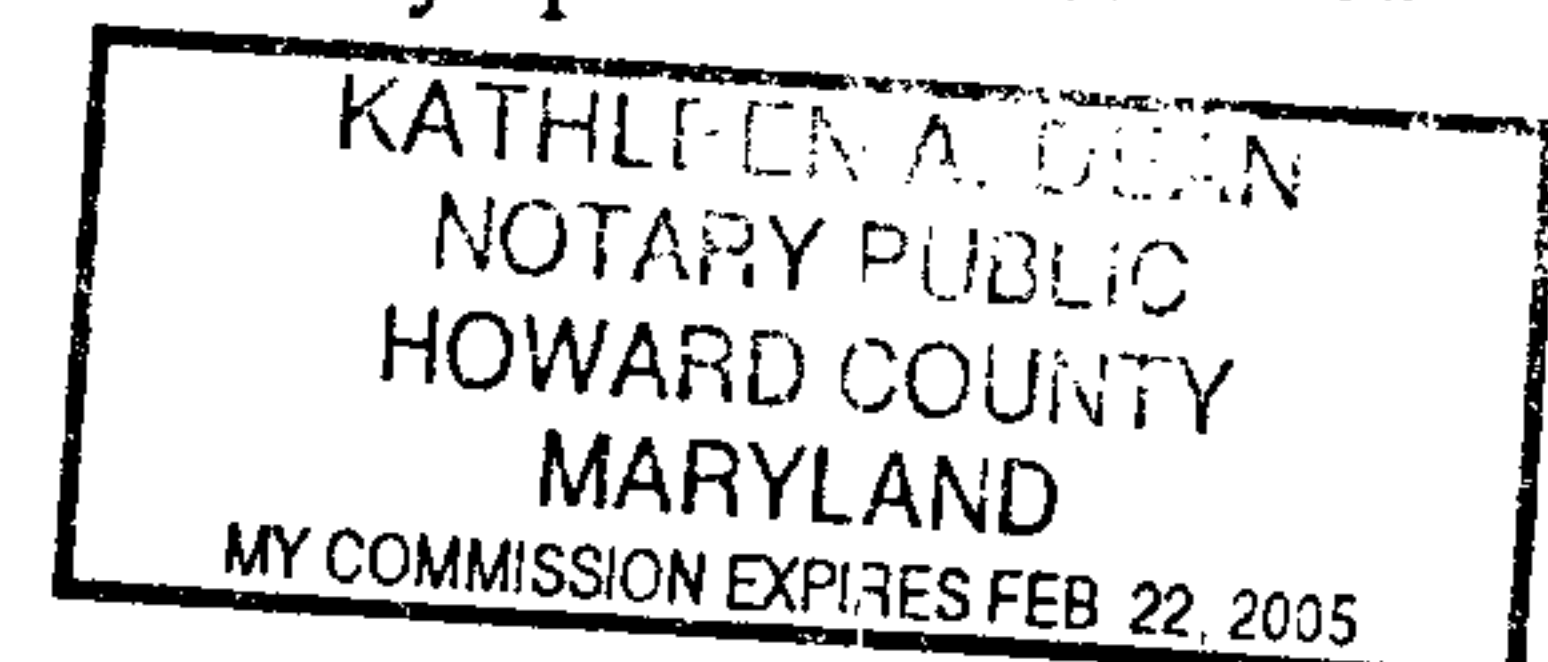


Exhibit A

**Pooling and Servicing Agreements
Between**

Structured Asset Investment Loan Trust, Mortgage Pass Through Certificates
Series 2003-BC3

Structured Asset Investment Loan Trust, Mortgage Pass Through Certificates
Series 2003-BC 12