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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

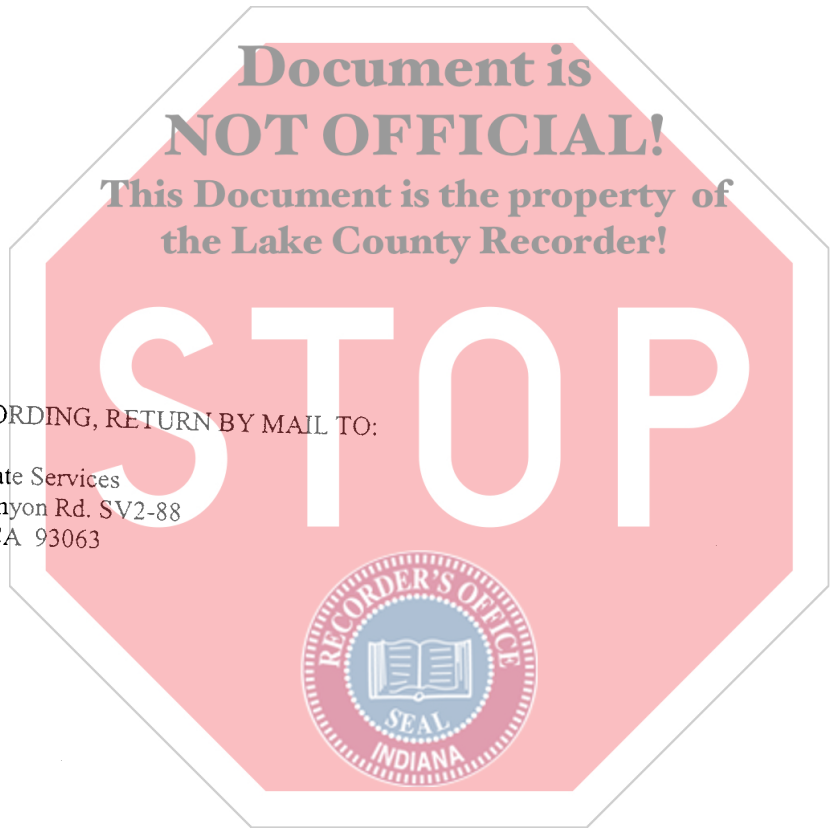
2002 MAY 24 PM 1:18

MORRIS W. CARTER
RECORDER

AREA ABOVE RESERVED FOR RECORDING INFORMATION

Sh, Lake

LIMITED POWER OF ATTORNEY



AFTER RECORDING, RETURN BY MAIL TO:

CTC Real Estate Services
1800 Tapo Canyon Rd. SV2-88
Simi Valley, CA 93063



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M.Y.
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LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Manufacturers and Traders Trust Company, as trustee under that certain Indenture dated as of August 31, 1999, (the "Trustee") and pursuant to the terms of that certain Servicing Agreement dated as of August 31, 1999 (the "Servicing Agreement") related to Soundview Home Equity Loan Trust 1999-1, constitute and appoint Countrywide Home Loans, Inc., 4500 Park Granada, Calabasas, California 91302, in its capacity as servicer (the "Servicer") under the Servicing Agreement, as its true and lawful attorney-in-fact for the Trustee and in its name, place and stead to do the following designated actions with respect to each Mortgage Loan, Mortgaged Property and REO Property (each as defined in the Servicing Agreement):

1. To ask, demand, sue for, collect and receive all sums of money, debts or other obligations of any kind which are now or shall after this date become due, owing or payable, or otherwise belong to the Trustee; to settle and compromise any of such debts or obligations that may be or become due to the Trustee; to execute and deliver any and all instruments of satisfaction or cancellation of loan, or of partial or full release or discharge of lien and all other comparable instruments relating to the security property; and to endorse in the name of the Trustee for deposit in the appropriate account any check payable to or to the order of the Trustee (in each case with respect to any Mortgage Loan or any Mortgaged Property).

2. To make demand(s) on behalf of the Trustee upon any or all parties liable on any Mortgage Loan; to declare defaults with respect to any Mortgage Loan; to give notices of intention to accelerate to give notices of acceleration and any other notices as Servicer deems necessary or appropriate; to post all notices as required by law and on behalf of the Trustee including but not limited to conducting the foreclosure sale, bidding for the Trustee and executing all documents needed to effect such foreclosure sale and/or liquidation and transfer of any Mortgaged Property and REO Property (deeds and conveyances); to file suit and prosecute legal actions against all parties liable for past due amounts under any Mortgage Loan, including but not limited to any deficiency amounts due following foreclosure; and/or to take such other actions and exercise such rights which may be taken by Trustee under the terms of any Mortgage Loan including foreclosure, sale, taking possession of, realization upon all or any part of any Mortgage Loan or any Mortgaged Property or other collateral therefor or guaranty thereof or any REO Property.

This instrument is to be construed and interpreted as a limited power of attorney regarding the Mortgage Loans, the Mortgaged Properties and the REO Properties. The enumeration of specific items, acts, rights and powers is not intended to, nor does it give rise to and it is not to be construed as a general power of attorney.

The rights, powers and authority of Servicer as attorney-in-fact of the Trustee under this Limited Power of Attorney shall commence on the date of execution hereof and shall remain in

