WHEN RECORDED RETURN TO: Fairbanks Capital Corp. Document Control Department P.O. Box 65250 Ke Chy, UT \$4165-0250 0 7

STATE OF INDIANA LAKE CONGESSED

FILE 05/16/2003 02:660PM 14.00

Book - 8798 P9 - 8998-9000

GARY, W. OTT

RECORDER SALT LAKE COUNTY, UTAH

FAIRBANKS CAPITAL

PV: 71M DEPUTY - MT 3 B MICHAEL A. BROWN RECORDER

KNOW ALL MEN BY THESE PREMISES:

That Bank One, National Association, a national banking association organized and existing under the laws of the United States of America, as Trustee (the "Trustee") having its principal office located at 1 Bank One Plaza, Suite IL1-0126, Global Corporate Trust Services division in the City of Chicago, State of Illinois, under the Pooling and Servicing Agreement dated as of November 1, 2001 (the "Pooling and Servicing Agreement"), by and among Credit Suisse First Boston Mortgage Securities Corp., as depositor, DLJ Mortgage Capital, Inc., as seller, RBMG, as a servicer, Washington Mutual Mortgage Securities Corp., as a servicer, FAIRBANKS CAPITAL CORP., assignee of Olympus Servicing, L.P., successor to Vesta Servicing, L.P., as a servicer and special servicer, and BANK ONE, NATIONAL ASSOCIATION, as trustee (the "Trustee") for the CSFB Mortgage Pass-Through Certificates, Series 2001-28, has made, constituted and appointed, and does by these presents make, constitute and appoint, Fairbanks Capital Corp., its true and lawful Attorney-in-Fact, with full power and authority to sign, execute, acknowledge, deliver, file or record, and record any instrument on its behalf and to perform such other act or acts as may be customarily and reasonably necessary and appropriate to effectuate the following enumerated transactions in respect of any of the mortgages or deeds of trust (the "Mortgages" and the "Deeds of Trust", respectively) and promissory notes secured thereby (the "Mortgage Notes") for which the undersigned is acting as Trustee under the Pooling and Servicing Agreement (whether the undersigned is named therein as mortgagee or beneficiary or has become mortgagee by virtue of endorsement of the Mortgage Note secured by any such Mortgage or Deed of Trust) and for which Fairbanks Capital Corp. is acting as Servicer.

This appointment shall apply to the following enumerated transactions only:

- The modification or re-recording of a Mortgage or Deed of Trust, where said modification or re-recording is for the purpose or correcting the Mortgage or Deed of Trust to conform same to the original intent of the parties thereto or to correct title errors discovered after such title insurance was issued and said modification or re-recording, in either instance, does not adversely affect the lien of the Mortgage or Deed of Trust as insured.
- With respect to a Mortgage or Deed of Trust, the foreclosure, the taking of a deed in lieu of foreclosure, or the completion of judicial or non-judicial foreclosure or termination, cancellation or rescission of any such foreclosure, including without injudion, any and all of the following acts:

 PEGGY HOLINGA KATONA
 LAKE COUNTY AUDITOR

 020480 The subordination of the lien of a Mortgage or Deed of Trust to an easement in favor of a 2.
- 3.

- b. Statements of breach or non-performance;
- c. Notices of default;
- d. Cancellations/rescissions of notices of default and/or notices of sale;
- e. The taking of a deed in lieu of foreclosure; and
- f. Such other documents and actions as may be necessary under the terms of the Mortgage, Deed of Trust or state law to expeditiously complete said transactions.
- 4. The conveyance of the properties to the mortgage insurer, or the closing of the title to the property to be acquired as real estate owned, or conveyance of title to real estate owned.
- 5. The completion of loan assumption agreements.
- 6. 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.
- 7. The assignment of any Mortgage or Deed of Trust and the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby pursuant to the requirements of the Pooling and Servicing Agreements including, without limitation, by reason of a conversion or an adjustable rate mortgage loan from a variable rate to a fixed rate.
- 8. The full assignment of a Mortgage or Deed of Trust upon payment and discharge of all sums secured thereby in conjunction with the refinancing thereof, including, without limitation, the endorsement of the related Mortgage Note.

The undersigned gives said Attorney-in-Fact full power and authority to execute such instruments and to do and perform all and every act and thing necessary and proper to carry into effect the power or powers granted by or under this Limited Power of Attorney as fully as the undersigned might or could do, and hereby does ratify and confirm to 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 exercise of the power granted under this Limited Power of Attorney; and may be satisfied that this Limited Power of Attorney shall continue in full force and effect has not been revoked unless an instrument of revocation has been made in writing by the undersigned.

Bank One, National Association, as Trustee

Witness: MARIA ROMERO

Title: Colo Acct 100

Witness: Title: KEITH RICHARDSON VICE PRESIDENT

Rodney J. Harrington

Title:

Witness

STATE OF ILLINOIS

COUNTY OF COOK

SS.

On this day of April, 2003, before me the undersigned, Notary Public of said State, personally appeared <u>KEITH RICHARDSON</u>, <u>VICE PRESIDENT</u> and national banking association that executed the within instrument and personally known to me to be the persons who executed the within instrument on behalf of the national banking association therein named, and acknowledged to me such national banking association executed the within

WITNESS my hand and official seal.

"OFFICIAL SEAL"
Sheila Sheree Reaves
Stary Public, State of Illinois
Cook County
Commission Expires 08-09-05

instrument pursuant to its by-laws.

Sheele Sheree Geaux

Notary Public in and for the State of Illinois

RESOURCE TITLE AGENCY, INC. 375 GLENSPRINGS DRIVE SUITE 405-310 ILLE PP CINCINNATI, OHIO 45246

BK8798PG9000



This Document is the property of the Lake County Recorder!

NOV 15 2006

State of Utah County of Salt Lake

County of Salt Lake

Like Undersigned Recorder of Salt Lake
County, Urah do hereby certify that by law I have
the custody of a seal and all papers, documents,
by law to he recorded and that the annuald and
document on the second and that the annuald and
document on the second of th Winess my hand and GLRY VI. OTT, RESPONDENCE

Emily Backas Deputy Recorder