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(AREA ABOVE IS RESERVED FOR COUNTY - RECORDING INFORMATION)

**(Limited Power of Attorney)**

(FL) Broward  
State County/Town

Document Dated: 11/24/2003

**Grantor:** Beal Bank  
6000 Legacy Drive  
Plano, TX 75024

**Grantee:** Countrywide Home Loans, Inc.  
Countrywide Funding Corporation  
1800 Tapo Canyon Road  
Simi Valley, CA 93063

Prepared By: Sara Gomez

When Recorded Return To:  
CTC Real Estate Service  
176 Countrywide Way LAN-88  
Lancaster, CA 93535  
~~Doc #~~ 000417887532005A

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When Recorded Mail To: |  
 |  
 COUNTRYWIDE HOME LOANS |  
 1800 Tapo Canyon |  
 Simi Valley 93063 |  
 Attention: Document Procurement |

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**LIMITED POWER OF ATTORNEY**

In connection with that certain Subservicing Agreement dated as of November 4, 2003 (the "Subservicing Agreement") between Countrywide Home Loans Servicing LP ("Countrywide"), as servicer and Beal Service Corporation ("Beal"), Beal hereby constitutes and appoints Countrywide as its true and lawful attorney-in-fact, and in its name, place and stead and for its use and benefit, to execute and acknowledge all documents for the purpose of (i) procuring, preparing, completing and recording any mortgage, deed of trust or similar security instrument ("Mortgage") and any assignment of Mortgage or reconveyance or release instrument which is required (a) for the proper servicing of the related Mortgage Loan (as defined in the Subservicing Agreement) or otherwise necessary to cure any defect in the chain of title, (b) to ensure that record title to the Mortgage Loan vests in the proper party, and (c) for any other transfer of record title which is required with respect to the Mortgage Loans or the underlying security interest related to each Mortgage Loan; (ii) ensuring that each promissory note related to each Mortgage Loan has been properly endorsed to the proper person or entity; (iii) curing any defects associated with any other document or instrument with respect to a Mortgage Loan related to the servicing thereof pursuant to the Subservicing Agreement; (iv) pursuing, prosecuting and defending foreclosures (or other comparable conversions to ownership), ejections, evictions, bankruptcies, suits and other related matters with respect to "Mortgaged Property" (as defined in the Servicing Agreement), to the extent permitted in the Subservicing Agreement; (v) executing all deeds, tax declarations, certificate and any other documents or instruments necessary, appropriate or required to list, sell, transfer and assign any Mortgage Property either by foreclosure or by deed in lieu of foreclosure, with any such deed to be without recourse; (vi) taking such further actions as are deemed necessary or required to service, administer and endorse the terms of the Mortgage Loans in accordance with the Subservicing Agreement; and (vii) endorsing checks, drafts and other evidences of payment made payable to Beal, Beal Bank or any subsidiary or affiliate thereof with all such amounts deposited in the Custodial Account or Escrow Account pursuant to the terms of the Servicing Agreement.

The undersigned gives to said attorney-in-fact full power and authority to execute such instruments and to do and perform all things requisite, necessary, and proper to carry into effect the power or powers granted by or under this Limited Power of Attorney as fully, to all intents and purposes, as the undersigned might or could do, as if the undersigned were personally present, hereby ratifying and confirming all that said attorney-in-fact shall lawfully do or cause to be done by authority hereof. With respect to only the relationship between the undersigned and Countrywide, this Limited Power of Attorney does not expand, amend or modify in any way the terms and conditions of the Subservicing Agreement. This Limited Power of Attorney has been executed and is effective as of this 24 day of November 2003, and the same shall continue in full force and effect until revoked in writing by the undersigned.

Third parties may rely upon the powers granted under this Limited Power of Attorney upon the exercise of such power by said attorney-in-fact and/or its designees or substitutes, successors or assigns that all conditions precedent to such exercise of power have been satisfied. Furthermore, any photocopy or other reproduction of this Limited Power of Attorney may be used, accepted and relied upon in lieu of the original hereof for the purpose of recording, filing or otherwise.

Beal Service Corporation

ATTEST:

By: M. Curl  
Printed Name: M. Molly Curl

By: [Signature]  
Printed Name: Stephen Costas

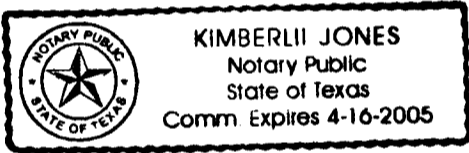
Title: Vice President

Title: General Counsel

STATE OF TEXAS     )  
                                  ) SS  
COUNTY OF COLLIN )

On this 24 day of November in the year 2003, before me, Kimberlii Jones, a Notary Public of said state, duly commissioned and sworn, personally appeared M. Molly Curl and Stephen Costas, known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument on behalf of Beal Service Corporation, a Texas corporation, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affirmed my official seal the day and year in this certificate first above written.



Kimberlii Jones  
Notary Public