

File at the Request of:  
Metwest Mortgage Services  
601 W. 1<sup>st</sup> Ave.  
Spokane, WA 99201-5013

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1999 NOV -1 PM 3:25

MTC 49631

When Recorded Return To:  
Metwest Mortgage Services  
Attn: Jan Degnan  
601 W. 1<sup>st</sup> Ave., Dept 113400  
Spokane, Washington 99201-5013

Acct # 1410539  
REC#

### LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the Bank of New York, as Trustee, pursuant to the terms of that certain Pooling and Servicing Agreement dated as of August 1, 1999, related to Metropolitan Asset Funding, Inc., II, Mortgage Pass-Through Certificates, Series 1999-B, (the "Agreement") does hereby make, constitute and appoint Metwest Mortgage Services, Inc., in its capacity as servicer (the "Servicer") under the 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 the mortgage loan referenced above (the "Mortgage Loan") and the real property securing such mortgage loan described as follows (the "Real Property"):

[Insert Legal Description]

1. To ask, demand, sue for, collect and receive all sums of money, debts or other obligations of any kind with respect to the Mortgage Loan 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 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 the Mortgage Loan.
2. To make demand(s) on behalf of the Trustee upon any or all parties liable on the Mortgage Loan, to declare defaults with respect to such 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 the documents securing the Mortgage Loan in order to foreclose any such Mortgage Loan, to handle all aspects of foreclosure 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, to file suit and prosecute legal actions against all parties liable for past due amounts under the 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 or any other disposition of all or any part of any part of any Mortgage Loan or any collateral therefor or guaranty thereof.
3. To take all actions necessary to manage the Real Property, including but not limited to (i) to collect, sue for and receive all rents, receipts and profits of the Real Property, (ii) to eject and remove tenants or other persons from the Real Property, (iii) to recover possession of the Real Property by all lawful means, and (iv) to maintain, protect, repair, preserve, insure, build on, demolish, alter or improve all or any part of the Real Property.
4. To take all actions and execute any and all documents necessary to list for sale the Real Property with any real estate broker or other agent, advertising company or the like and to pay any commission or other expense in connection with such engagement.
5. To grant, bargain, convey, sell or to contract for the sale and conveyance of any or as of the Real Property, to any person for such price or prices, and on such terms and conditions, as the Servicer shall deem proper, and to make, execute, acknowledge and deliver a good and sufficient deed or deeds of conveyance or other instrument or instruments, necessary to effect such sale, conveyance or agreement.

This instrument is to be construed and interpreted as a Limited Power of Attorney regarding the Mortgage Loan and the Real Property. 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.

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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 will remain in full force and effect for a period of two years from the date of execution. This Limited Power of Attorney is a revocable power and may be revoked at any time by the Trustee. This Limited Power of Attorney shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF the Trustee has hereunto caused this Limited Power of Attorney to be executed by its duly authorized representatives on this 19<sup>th</sup> day of October 1999

In Presence Of:

Corporate Seal

Witness(es)

(Please Print)

(Please Print)

For Metropolitan Asset Funding, Inc. Mortgage Pass-Through  
Certificates Series 1999-B

By:

its Assistant Vice President

ANNA H. FELT

Assistant Vice President

STATE OF NEW YORK

County of

New York

On Oct 19, 1999

before me

Scott PERRUCCI

, the undersigned, a Notary Public in and for the State of New York, duly sworn, personally appeared \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he is the Assistant Vice President of the Bank of New York, as Trustee, pursuant to the terms of that certain Pooling and Servicing Agreement dated as of August 1, 1999, the corporation described in, and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of New York. My  
commission expires.

SCOTT PERRUCCI

Notary Public, State of New York

No. 01PE6018520

Qualified in New York County

Commission Expires Jan. 11, 2001

State of Oregon, County of Klamath

Recorded 11/01/99, at 3:25 p.m.

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Linda Smith,

County Clerk

Fee \$ 10.00

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