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State of Oregon, County of Klamath
Recorded 07/07/2004 9:09a m
Vol M04 Pg 44265-67
Linda Smith, County Clerk
Fee \$ 3.00 # of Pgs 3

RECORDED AT THE REQUEST OF:
AMERICA'S SERVICING COMPANY

WHEN RECORDED, MAIL TO:

pv
AMERICA'S SERVICING COMPANY
ATTN: LIEN RELEASE
MAC# X0702-013
4185 HALLMARK PARKWAY
SAN BERNARDINO, CA 92407

Limited Power of Attorney

THIS PAGE WAS ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING
INFORMATION PER CALIFORNIA GOVERNMENT CODE, SEC. 27361.6

31

Record and Return to:
 America's Servicing Company
 4185 Hallmark Parkway
 Mac# X0702-013
 San Bernardino, CA 92407

LIMITED POWER OF ATTORNEY

HSBC Bank USA (the "Principal"), in its capacity as Trustee under that certain Pooling and Servicing Agreement relating to Citigroup Mortgage Loan Trust Inc. Asset Backed Pass-Through Certificates Series 2003-HE3, dated as of December 1, 2003 (the "Agreement") by and among, Citigroup Mortgage Loan Trust Inc, (as "Depositor") , Wells Fargo Home Mortgage, a division of Wells Fargo Bank, N.A. (as "Servicer"), Wells Fargo Bank Minnesota, N.A.(as "Trust Administrator") and HSBC Bank USA (as "Trustee").

Hereby constitutes and appoints:

Wells Fargo Bank N.A successor by merger to Wells Fargo Home Mortgage Inc.

Its true and lawful attorney-in-fact (the "Attorney-in-Fact"), acting by and through its officers and employees, with full authority and power to execute and deliver on behalf of Principal any and all of the following instruments to the extent consistent with the terms and conditions of the Agreement:

- (I) All documents with respect to residential mortgage loans serviced for Principal by said attorney-in-fact which are customarily and reasonably necessary and appropriate to the satisfaction, cancellation, or partial or full release of mortgages, deeds of trust or deeds to secure debt upon payment and discharge of all sums secured thereby;
- (II) Instruments appointing one or more substitute trustees to act in place of the trustees named in Deeds of Trust;
- (III) Affidavits of debt, notice of default, declaration of default, notices of foreclosure, and all such contracts, agreements, deeds, and instruments as are appropriate to effect any sale, transfer or disposition of real property acquired through foreclosure or otherwise;
- (IV) All other comparable instruments relating to the mortgage loans
- (V) The modification or re-recording of any Mortgage Document for the purpose of correcting it to conform to the original intent of the parties thereto or to correct title errors discovered after title insurance was issued and where such modification or re-recording does not adversely affect the lien under the Mortgage Document as insured.
- (VI) The subordination of the lien under a Mortgage Document to an easement in favor of a public utility company or a state or federal agency or unit with powers of eminent domain including, without limitation, the execution of partial satisfactions/releases, partial reconveyances and the execution of requests to trustees to accomplish same.
- (VII) The completion of loan assumption and modification agreements in respect of Mortgage Documents
- (VIII) The preparation and execution of such other documents and performance of such other actions as may be necessary under the terms of the Mortgage document or state law to expeditiously complete said transactions

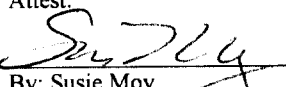
- (IX) Demand, sue for, recover, collection and receive each and every sum of money, debt, account and interest (which now is, or hereafter shall become due and payable) belonging to or claimed by the Trustee under the Mortgage Documents, and to use or take any lawful means for recovery thereof by legal process or otherwise.
- (X) Endorse on behalf of the Trustee all checks, drafts and/or negotiable instruments made payable to the Trustee in respect of the Mortgage Documents.

This Limited Power of Attorney is effective as of the date below and shall remain in full force and effect until revoked in writing by the undersigned or termination of the Agreement, whichever is earlier.

Dated: June 18, 2004

HSBC Bank USA
as Trustee under the Agreement

Attest:

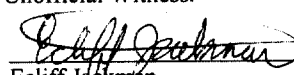

By: Susie Moy
Its: Assistant Vice President


By: Eli Shaashua
Its: Vice President

Unofficial Witness :


Wendy Zhang

Unofficial Witness:

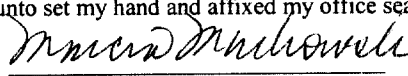

Ecliff Jackman

STATE OF NEW YORK
COUNTY OF NEW YORK

ss:

On the 18th day of June 2004 before me, Marcia Markowski, a Notary Public in and for said State, personally appeared Eli Shaashua, known to me to be a Vice President of HSBC Bank USA, and also known to me to be the person who executed this Power of Attorney on behalf of said bank, and acknowledged to me that such bank executed this Power of Attorney.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my office seal the day and year written above,


Notary Public

My commission expires

MARCIA MARKOWSKI
Notary Public
State of New York
County of New York
Commission Expires
11-30-06