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State of Oregon, County of Klamath
Recorded 03/15/2005 9:46a m
Vol M05 Pg 16832-33
Linda Smith, County Clerk
Fee \$ 26⁰⁰ # of Pgs 2

RN
RETURN TO:
CENLAR
425 PHILLIPS BLVD
P.O. BOX 77414
TRENTON, NJ 08628
0012931036- EARNST

LIMITED REVOCABLE POWER OF ATTORNEY

WHEREAS, Cenlar FSB ("Cenlar") has contracted to subservice certain residential mortgage loans ("Mortgage Loans"). The servicing rights to which are owned by Boeing Employees' Credit Union, a Washington State chartered Credit Union, (hereinafter referred to as the "Servicer") pursuant to a Subservicing Agreement dated June 17, 1999 ("Agreement"); and

WHEREAS, Servicer desires to designate Cenlar as its true and lawful attorney-in-fact, in Servicer's name, place and stead, for Servicer's benefit and limited to the purposes of performing all acts and executing all documents in the name of the Servicer necessary, incidental and property to subservice the Mortgage Loans in accordance with the Agreement to include the following, upon Servicer's approval: (i) the appointment of a successor substitute trustee(s) servicing under a Deed of Trust for purposes of foreclosure and for any reason in accordance with state law and the Deed of Trust; (ii) the partial release, modification, discharge, extension, subordination, foreclosure, liquidation, satisfaction or full release of a mortgage, deed of trust or deed to secure debt including cancellation of the VA guaranty certificate, if any; (iii) the conveyance of property acquired through foreclosure sales including endorsement of the note and the conveyance of property pursuant to a default and exercise of a power in a mortgage; and (iv) the sale, conveyance or assignment of a mortgage and note to the Secretary of Housing and Urban Development or the sale, conveyance or assignment of mortgage and note to an insurance company pursuant to a right of assignment in an insurance contract.

NOW, THEREFORE, the Servicer appoints Cenlar as its true and lawful attorney-in-fact to act in its name, place and stead, and subject to the limitations stated above, grants Cenlar the authority to prepare, execute and deliver such instruments as necessary to accomplish the above services and to endorse checks in the form approved by Servicer for payments made pursuant to the Agreement. The president, any Vice President, or any other corporate officer of Cenlar who has been properly elected and authorized by Cenlar may act on behalf of the Servicer under this Limited Power of Attorney.

The Servicer further grants to Cenlar, full power and authority to do and perform all acts necessary to carry into effect the powers granted by or under this Limited Power of Attorney. Cenlar hereby indemnifies Servicer and will hold Servicer harmless from losses, claims, fees and costs for all acts Cenlar performs hereunder according to the terms of the Agreement.

The Limited Power of Attorney shall be effective as of the execution date and shall continue in full force and effect until the termination of the Agreement between Cenlar and the Servicer pursuant to which Cenlar is Subservicing the Mortgage Loans, unless sooner terminated in writing by the execution of an instrument revoking this Limited Power of Attorney and the authority hereby granted, and the delivery of such revocation notice to Cenlar according to the terms of the Agreement.

The relationship of Cenlar to the Servicer as set forth in this Limited Power of Attorney and in the Agreement shall be solely that of independent contractor, and neither this Limited Power of Attorney nor the relationship set forth herein shall cause either party to be designated as the agent, partner or joint venture of the other party for any purpose whatsoever.

Executed at Boeing Employees' Credit Union as of the 11th of September 2003.

ATTEST

BOEING EMPLOYEES' CREDIT UNION




Debra J. Toepfer

Mortgage Loan Servicing Manager

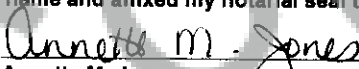
State of Washington)

County of Snohomish)

On September 9, 2003, before me, a notary public in and for the above county and state, personally appeared, Debra J. Toepfer, to me personally known to be the 1st Mortgage Servicing Manager of Boeing Employees' Credit Union, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and they acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by its voluntarily executed.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed my notarial seal the day and year last written.

ANNETTE M. JONES
STATE OF WASHINGTON
NOTARY ---- PUBLIC
MY COMMISSION EXPIRES 10-12-05


Annette M. Jones,
Notary for State of Washington
County of Snohomish.
Seal Expires 10-12-05

Agree in content and form

CENTRAL LOAN ADMINISTRATION AND REPORTING

By: 

Name: JOANNE McGRATH

Title: Second Vice President