Return to:

Rudy Title & Escrow, LLC
2012 21st Ave. South
Nashville, TN 37212

Instrument prepared by:
Wilson and Associates, P.L.L.C.
1521 Merrill Drive, Suite D-220
Little Rock, Arkansas 72211
V2008-2103
7000528583 (an)

Send Tax Bills to: **New Owner**

Map & Parcel: **119-14-79**

New Owner.
Janice A. Watson
257 Timmons St.
Nashville, TN 37211

Davidson County DEEDWARR
Recvd: 01/31/03 09:47 6pgs
Fees:33.00 Taxes:203.13

20030131-0013380

SPECIAL WARRANTY DEED
(Corporation)

Special warranty deed made on the 11 day of December, 2002, by The Bank of New York, Trust U/A dated 12/1/01 (EQCC Trust 2001-2), Grantor, by its duly authorized attorney in fact.

Grantor, being duly authorized by resolution of its board of directors or otherwise, hereby conveys to Janice A. Watson, Grantee, the following land in Davidson County, Tennessee:

Land in Davidson County, Tennessee, being Lot Number 29, Block "A" on the map of Woodbine Courts, Part I, as of record in Book 1130, Page 39, said Register's Office, to which plan reference is hereby made for a more complete description.

Being the same property conveyed to The Bank of New York, Trust U/A dated 12/1/01 (EQCC Trust 2001-2) by Substitute Trustee's Deed from Robert M. Wilson Jr., Substitute Trustee filed October 31, 2002, as instrument number 20021031-0133764 in the records of the Register's Office of Davidson County, Tennessee.

Commonly known as: 257 Timmons Avenue, Nashville, TN 37211.

TO HAVE AND TO HOLD the said real property above described, together with the privileges and appurtenances and hereditaments thereunto belonging or in any way appertaining unto Grantee and unto her heirs and assigns forever.

Grantor covenants that it is seised and possessed of the said land and has a right to convey it, and warrants the title against the lawful claims of all persons claiming by, through, and under it, but not further otherwise.

Maximum principal indebtness for tax recording purposes is $54,900.00.
This the 21st day of January, 2003.

JOHN GLEAVES JR. NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires: 7/29/06

Affiant

Notary Public

IN WITNESS WHEREOF, this indenture is executed in the name of the Grantor on the day and year first above written.

The Bank of New York, Trust U/A dated 12/1/2001 (EQCC Trust 2001-1F), By Its Lawful Attorney-in-Fact, Fairbanks Capital Corporation

BY: _____

ITS: ~~FRANK VISOCKY~~ VICE PRESIDENT

Attached Exhibit "B"

Acknowledgment

State of PA)
)ss.
County of Montgomery

On this day before me, a Notary Public, personally appeared Frank Visocky, **to me personally well-known, who acknowledged that he/she is the** Vice President **of Fairbanks Capital Corporation, a corporation, as attorney-in-fact for The Bank of New York, Trust U/A dated 12/1/01 (EQCC Trust 2001-2), a corporation, and that he/she, as such officer, being authorized so to do, has executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation as such attorney-in-fact by himself/herself as such officer.**

Witness my hand and seal this 11 **day of January,** ~~2003~~ DEC 2002.

Notarial Seal
John A. LaRue III, Notary Public
Hatboro Boro, Montgomery County
My Commission Expires Mar. 26, 2006

Notary Public

My commission expires:

_____

(Seal)

When Recorded, Return to:
Fairbanks Capital Corp.
Attn: Document Control
P.O. Box 65250
Salt Lake City, UT 84165-0250

Exhibit "B"

LIMITED POWER OF ATTORNEY

This Limited Power of Attorney is executed as of August 31, 2000, by **THE BANK OF NEW YORK,** a New York banking corporation with offices at 101 Barclay Street, Floor 12E, New York, New York 10286 (the "Bank") in order to appoint as its attorney-in-fact **FAIRBANKS CAPITAL CORP.**, a Utah corporation having its principal office at 3815 South West Temple Street, Salt Lake City, Utah 84115-4412 (AFairbanks@).

7718450

RECITALS

A. Whereas, the Bank as Trustee and FC Capital Corp. as Seller and Master Servicer have with other parties entered into a Pooling and Servicing Agreement dated June 1, 1998 ("PSA 1998-1") that creates certain rights and obligations with respect to the residential mortgage loans held by FirstCity Home Equity Loan Trust 1998-1;

B. Whereas, the Bank as Trustee and FC Capital Corp. as Seller and Master Servicer have with other parties entered into a Pooling and Servicing Agreement dated November 1, 1998 ("PSA 1998-2") that creates certain rights and obligations with respect to the residential mortgage loans held by FirstCity Home Equity Loan Trust 1998-2.

C. Whereas, pursuant to PSA 1998-1 and PSA 1998-2 and those certain Sub-Servicing Agreements, each dated on or about May 31, 2000, by and between FC Capital Corp. and Fairbanks, FC Capital Corp. appointed Fairbanks as successor Sub-Servicer with respect to such mortgage loans (the "Mortgage Loans") as may be held by FirstCity Home Equity Loan Trust 1998-1 or FirstCity Home Equity Loan Trust 1998-2; and

D. Whereas, Fairbanks has requested, and the Bank has agreed to grant to Fairbanks, legal authority to execute such documents and instruments as may be necessary in the performance of Fairbanks' duties as Sub-Servicer under PSA 1998-1 and PSA 1998-2.

SPECIFICATION OF POWERS GRANTED

1. Accordingly, The Bank hereby appoints Fairbanks as its attorney-in-fact, with full power of substitution, to execute on behalf of the Bank:

A. any documents or instruments necessary, pursuant to the terms of PSA 1998-1 or PSA 1998-2 as applicable, to manage and service any of the Mortgage Loans;

B. any documents or instruments necessary, pursuant to the terms of PSA 1998-1 or PSA 1998-2 as applicable, to collect payments against, liquidate, or cancel any mortgage associated with a Mortgage Loan;

C. any assignments, documents or instruments necessary, pursuant to the terms of PSA 1998-1 or PSA 1998-2 as applicable; to assign, convey, or otherwise transfer its interest in any Mortgage Loan;

D. any documents or instruments needed in connection with any bankruptcy or

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receivership of a mortgagor whose Mortgage Loan is subject to either PSA 1998-1 or PSA 1998-2;

E. any documents necessary to foreclose, pursuant to the terms of PSA 1998-1 or PSA 1998-2 as applicable, any real property securing a Mortgage Loan;

F. any documents necessary to effectuate, pursuant to the terms of PSA 1998-1 or PSA 1998-2 as applicable, an eviction, unlawful detainer or similar dispossessory proceeding concerning any real property securing a Mortgage Loan; and

G. any documents necessary, pursuant to the terms of PSA 1998-1 or PSA 1998-2 as applicable, to offer, list, close the sale of, or convey real estate owned ("REO") property that formerly secured a Mortgage Loan.

2. This Limited Power of Attorney is not intended to expand the powers granted to Fairbanks under either PSA 1998-1 or PSA 1998-2 or to allow Fairbanks to take any action with respect to any Mortgage Loan that is not authorized by either PSA 1998-1 or PSA 1998-2.

3. The Bank represents that any bank, title company, court, governmental agency, or other institution may rely on this Limited Power of Attorney in honoring the acts of Fairbanks hereunder.

4. Fairbanks agrees to indemnify and hold the Bank and its directors, officers, employees and agents harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by reason or result of or in connection with the exercise by Fairbanks of the powers granted to it hereunder. The foregoing indemnity shall survive the termination of this Limited Power of Attorney.

5. This Limited Power of Attorney shall be governed by the laws of the state of New York.

The remainder of this page is intentionally left blank
One signature page and one notary's jurat page follow.

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IN WITNESS THEREOF, the parties have executed this Limited Power of Attorney on the day first written above.

THE BANK OF NEW YORK

By: Lauren L. Shamilzadeh
Title: _____

WITNESS:

_____
SAMEER TIKOO

WITNESS:

_____
Yvcline Mompérousse

FAIRBANKS CAPITAL CORP.

By: _____
Title: _____
David E. Smoot
Assistant Secretary

WITNESS:

_____
Carol A. Lynn

WITNESS:

_____
Angela C. Gowans

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STATE OF NEW YORK)
:ss
COUNTY OF Bronx)

On the 5 day of September 2000, before me, a Notary Public in and for said State, personally appeared Sameer Tikoo, Lauren Shamilzadeh, and Yveline Monperousse of The Bank of New York, who are personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the preceding Limited Power of Attorney and who acknowledged to me that they executed the same in their authorized capacity.

WITNESS my hand and official seal.

Notary Public

STATE OF UTAH)
:ss
COUNTY OF SALT LAKE)

On the 7 day of September 2000, before me, a Notary Public in and for said State, personally appeared David E. Smart, Carol A. Lynn and and Angela C. Gowans of Fairbanks Capital Corp. who are personally known to me (or proved to me based on satisfactory evidence) to be the persons whose names are subscribed to the preceding Limited Power of Attorney and who acknowledged to me that they executed the same in their authorized capacities.

WITNESS my hand and official seal.

Notarial Seal
John A. LaRue III, Notary Public
Hatboro Boro, Montgomery County
My Commission Expires Mar. 26, 2006

Notary Public

NOTARY PUBLIC
LAWRENCE R. DINGIVAN
3815 South West Temple
Salt Lake City, Utah 84115
My Commission Expires May 9, 2004
State of Utah

7718450
09/14/2000 11:56 AM 16.00
Book - 8387 Pg - 5856-5859
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
FAIRBANKS CAPITAL CORP
PO BOX 65250
SLC UT 84165
By ZJM-Dep-WI-4pgs

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