Instrument prepared by:
Wilson and Associates, P.L.L.C.
1521 Merrill Drive, Suite D-220
Little Rock, Arkansas 72211
V2008-2180
8044033036 (an)

Davidson County DEEDWARR
Recvd: 03/20/03 15:17 9pgs
Fees:48.00 Taxes:236.80
20030320-0037348

SPECIAL WARRANTY DEED
(Corporation)

Special warranty deed made on the 18th day of March, 2003, by U.S. Bank National Association, f/k/a First Bank National Association Trust, acting solely in its capacity as trustee for EQCC Home Equity Loan Trust 1998-3, Grantor, by its duly authorized attorney in fact.

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

A certain tract or parcel of land situated in Davidson County, State of Tennessee, described as follows, to-wit: Land in Davidson County, Tennessee, being Lot Number 89 on the Map of Rolling Acres, as of record in Book 1130, Page 34, Register's Office for said County. Said Lot Number 89 fronts 75 feet on the Easterly side of Shady Lane and runs back 137 feet on the Northerly line and 136.9 feet on the Southerly line to a deed line in the rear measuring 75 feet thereon.

Being the same property conveyed to U.S. Bank National Association, f/k/a First Bank National Association Trust, acting solely in its capacity as trustee for EQCC Home Equity Loan Trust 1998-3 by Substitute Trustee's Deed from Robert M. Wilson, Jr., Substitute Trustee filed November 4, 2002, as instrument number 20021104-0134614 in the records of the Register's Office of Davidson County, Tennessee.

Commonly known as: 613 Shady Lane, Nashville, TN 37206.

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 his 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.

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

U.S. Bank National Association, f/k/a First Bank National Association Trust, acting solely in its capacity as trustee for EQCC Home Equity Loan Trust 1998-2, By Its Lawful Attorney-in-Fact, Fairbanks Capital Corporation

BY: _____

ITS: AVIVA BUSH, DOC. CONTROL OFFICER

Acknowledgment

State of Utah)
)ss.
County of Salt Lake)

On this day before me, a Notary Public, personally appeared the undersigned **to me personally well-known, who acknowledged that he/she is the** Doc. Control Officer **of Fairbanks Capital Corporation, a corporation, as attorney-in-fact for U.S. Bank National Association, f/k/a First Bank National Association Trust, acting solely in its capacity as trustee for EQCC Home Equity Loan Trust 1998-2, 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 10th **day of March, 2003.**

_____

Notary Public

My commission expires:

_____

(Seal)

NOTARY PUBLIC
LANCE SNEDDEN
3815 South West Temple
Salt Lake City, UT 84115-4412
My Commission Expires
September 5, 2004
STATE OF UTAH

I, or we, hereby swear or affirm that to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, $64,000.00, which amount is equal to or greater then the amount which the property transferred would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me this 18th day of March, 2003.

Notary Public

My commission expires:

05/28/03
(Seal)

Property owner and party responsible
for payment of taxes:
March Egerton
613 Shady Lane
Nashville, TN, 37206

Map No. 83-11-35.00

Return to:

March Egerton

4030 Brush Hill Road

Nashville, TN 37216

043543

WHEN RECORDED RETURN TO:
Fairbanks Capital Corp.
Document Control Department
P.O. Box 65250
Salt Lake City, UT 84165-0250

15.00
.50
2.00
3.00 D
5.00 C

LIMITED POWER OF ATTORNEY

Pursuant to the terms of each Pooling and Servicing Agreement (each a "Servicing Agreement") identified in Exhibit "A" hereto, **U.S. BANK NATIONAL ASSOCIATION**, formerly known as First Bank National Association, the trustee (the "Trustee") of the trust (the "Trust") established under each Servicing Agreement, hereby constitutes and appoints **FAIRBANKS CAPITAL CORP.**, a Utah corporation and residential mortgage loan servicer (the "Servicer"), as its true and lawful attorney-in-fact and in its name, place and stead to take the following designated actions with respect to any mortgage loan (each, a "Mortgage Loan") or other asset held by a Trust:

1. To ask, demand, sue for, collect and receive all sums of money, debts or other obligations of any kind with respect to a 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 a Mortgage Loan.

2. To make demand(s) on behalf of the Trustee upon any or all parties liable on a Mortgage Loan; to declare defaults with respect to a Mortgage Loan; to give notices of intention to accelerate to give notices of acceleration and any other notices as Servicer deems reasonably necessary or appropriate; to post all notices as required by law and the documents securing a Mortgage Loan in order to foreclose 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, including all deeds and conveyances, needed to effect such foreclosure sale and/or liquidation and transfer of REO property; to execute documents or instruments in connection with any bankruptcy or receivorship of a mortgagor on a Mortgage Loan; to file suit and prosecute legal actions against all parties liable for past due amounts under a 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, but not limited to, satisfaction of mortgage, foreclosure, eviction, unlawful detainer or similar dispossessory proceeding, sale, taking possession of, release of security instruments, realization upon all or any part of a Mortgage Loan or any collateral therefor or guaranty thereof.

02 AUG 16 PM 3:18

3. To assign, convey, accept, or otherwise transfer Trustee's interest in any Mortgage Loan.

4. To perform all other acts and do all other things as may be necessary or convenient to manage and service the Mortgage Loans under the terms of the Servicing Agreement.

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

The rights, powers and authority of the Servicer as attorney-in-fact of the Trustee under this Limited Power of Attorney shall commence on the date of execution hereof and shall remain

in full force and effect as a Limited and Revocable Power of Attorney which 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 Illinois.

IN WITNESS WHEREOF the Trustee has hereunto caused this Limited Power of Attorney to be executed by its duly authorized representatives on this 8th day of February 2002.

U.S. Bank National Association, fka
First Bank National Association, Trustee

By: _____
Name: Melissa A. Rosal
Title: Vice President

By: _____
Name: Nancie J. Arvin
Title: Vice President

STATE OF COOK)
) ss
COUNTY OF ILLINOIS)

On February 8, 2002, before me personally appeared Melissa A. Rosal and Nancie J. Arvin each of whom is known to me (or proved to me on the basis of satisfactory evidence) to be one of the persons whose name is subscribed to the preceding Limited Power of Attorney and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature immediately above, U.S. Bank National Association, formerly known as First Bank National Association, executed this Limited Power of Attorney.

WITNESS my hand and official seal.

_____
Notary Public

"OFFICIAL SEAL"
Jacqueline Rios
Notary Public, State of Illinois
My Commission Exp. 05/19/2003

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Exhibit A To

U.S. Bank National Association, fka First Bank National Association –
Fairbanks Capital Corp.
Limited Power of Attorney

1. Pooling and Servicing Agreement Dated as of January 1, 1996 EQCC RECEIVABLES CORPORATION EQCC ASSET BACKED CORPORATION (Depositors) and EQUICREDIT CORPORATION OF AMERICA (Representative and Servicer) and FIRST BANK NATIONAL ASSOCIATION (Trustee) EQCC Home Equity Loan Asset Backed Certificates, Series 1996-1

2. Pooling and Servicing Agreement Dated as of May 1, 1996 EQCC RECEIVABLES CORPORATION, EQCC ASSET BACKED CORPORATION (Depositors) and EQUICREDIT CORPORATION OF AMERICA (Representative and Servicer) and FIRST BANK NATIONAL ASSOCIATION (Trustee) EQCC Home Equity Loan Asset Backed Certificates, Series 1996-2

3. Pooling and Servicing Agreement Dated as of August 1, 1996 EQCC RECEIVABLES CORPORATION EQCC ASSET BACKED CORPORATION (Depositors) and EQUICREDIT CORPORATION OF AMERICA (Representative and Servicer) and FIRST BANK NATIONAL ASSOCIATION (Trustee) EQCC Home Equity Loan Asset Backed Certificates, Series 1996-3

4. Pooling and Servicing Agreement Dated as of December 1, 1996 EQCC RECEIVABLES CORPORATION EQCC ASSET BACKED CORPORATION (Depositors), and EQUICREDIT CORPORATION OF AMERICA (Representative and Servicer), and FIRST BANK NATIONAL ASSOCIATION (Trustee), EQCC Home Equity Loan Asset Backed Certificates, Series 1996-4

5. Pooling and Servicing Agreement Dated as of September 1, 1996 EQCC RECEIVABLES CORPORATION EQCC ASSET BACKED CORPORATION (Depositors) and EQUICREDIT CORPORATION OF AMERICA (Representative and Servicer) and FIRST BANK NATIONAL ASSOCIATION (Trustee) EquiCredit Funding Asset Backed Certificates, Series 1996-A

6. Pooling and Servicing Agreement Dated as of March 1, 1997 EQCC RECEIVABLES CORPORATION EQCC ASSET BACKED CORPORATION (Depositors) and EQUICREDIT CORPORATION OF AMERICA (Representative and Servicer) and FIRST BANK NATIONAL ASSOCIATION (Trustee) EQCC Home Equity Asset Backed Certificates, Series 1997-1

BOOK 0210 PAGE 2325

7. POOLING AND SERVICING AGREEMENT Dated as of June 1, 1997 EQCC RECEIVABLES CORPORATION EQCC ASSET BACKED CORPORATION (Depositors) and EQUICREDIT CORPORATION OF AMERICA (Representative and Servicer) and FIRST BANK NATIONAL ASSOCIATION (Trustee) EQCC Home Equity Loan Asset Backed Certificates, Series 1997-2

8. POOLING AND SERVICING AGREEMENT Dated as of September 1, 1997 EQCC RECEIVABLES CORPORATION EQCC ASSET ACKED CORPORATION (Depositors) and EQUICREDIT CORPORATION OF AMERICA (Representative and Servicer) and U.S. BANK NATIONAL ASSOCIATION (Trustee) EQCC HOME EQUITY LOAN ASSET BACKED CERTIFICATES, Series 1997-3

9. Pooling and Servicing Agreement Dated as of May 1, 1997 EQCC RECEIVABLES CORPORATION EQCC ASSET BACKED CORPORATION (Depositors) and EQUICREDIT CORPORATION OF AMERICA (Representative and Servicer) and FIRST BANK NATIONAL ASSOCIATION (Trustee) EquiCredit Funding Asset Backed Certificates, Series 1997-A

10. POOLING AND SERVICING AGREEMENT Dated as of September 1, 1997 EQCC RECEIVABLES CORPORATION EQCC ASSET BACKED CORPORATION (Depositors) and EQUICREDIT CORPORATION OF AMERICA (Representative and Servicer) and U.S. BANK NATIONAL ASSOCIATION (Trustee) EQUICREDIT FUNDING ASSET BACKED CERTIFICATES, Series 1997-B

11. POOLING AND SERVICING AGREEMENT Dated as of April 1, 1998 EQCC RECEIVABLES CORPORATION EQCC ASSET BACKED CORPORATION (Depositors) and EQUICREDIT CORPORATION OF AMERICA (Representative and Servicer) and U.S. BANK NATIONAL ASSOCIATION (Trustee) EQCC HOME EQUITY LOAN ASSET BACKED CERTIFICATES, Series 1998-1

12. POOLING AND SERVICING AGREEMENT Dated as of June 1, 1998 EQCC RECEIVABLES CORPORATION EQCC ASSET BACKED CORPORATION (Depositors) and EQUICREDIT CORPORATION OF AMERICA (Representative and Servicer) and U.S. BANK NATIONAL ASSOCIATION (Trustee) EQCC HOME EQUITY LOAN ASSET BACKED CERTIFICATES, Series 1998-2

13. POOLING AND SERVICING AGREEMENT Dated as of September 1, 1998 EQCC RECEIVABLES CORPORATION EQCC ASSET BACKED CORPORATION (Depositors) and EQUICREDIT CORPORATION OF AMERICA (Representative and Servicer) and U.S. BANK NATIONAL ASSOCIATION (Trustee) EQCC HOME EQUITY LOAN ASSET BACKED CERTIFICATES, Series 1998-3

BOOK 0216 PAGE 2526

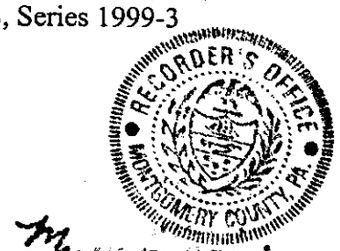
14. POOLING AND SERVICING AGREEMENT Dated as of December 1, 1998 EQCC RECEIVABLES CORPORATION, EQCC ASSET BACKED CORPORATION (Depositors) and EQUICREDIT CORPORATION OF AMERICA (Representative and Servicer) and U.S. BANK NATIONAL ASSOCIATION (Trustee) EQCC HOME EQUITY LOAN ASSET BACKED CERTIFICATES, Series 1998-4

15. POOLING AND SERVICING AGREEMENT Dated as of February 1, 1999 EQCC RECEIVABLES CORPORATION, EQCC ASSET BACKED CORPORATION (Depositors) and EQUICREDIT CORPORATION OF AMERICA (Representative and Servicer) and U.S. BANK NATIONAL ASSOCIATION (Trustee) EQUICREDIT FUNDING ASSET BACKED CERTIFICATES, Series 1999-A

16. POOLING AND SERVICING AGREEMENT Dated as of March 1, 1999 EQCC RECEIVABLES CORPORATION, EQCC ASSET BACKED CORPORATION (Depositors) and EQUICREDIT CORPORATION OF AMERICA (Representative and Servicer) and U.S. BANK NATIONAL ASSOCIATION (Trustee) EQCC HOME EQUITY LOAN ASSET BACKED CERTIFICATES, Series 1999-1

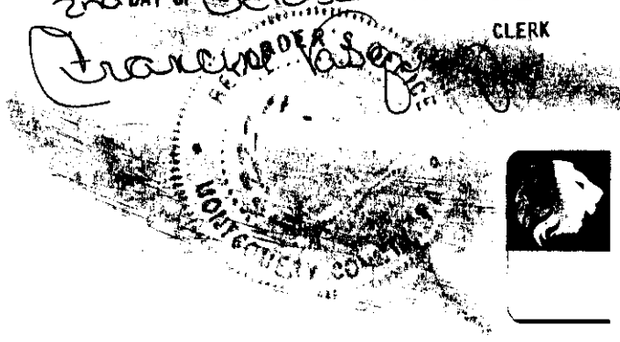
17. POOLING AND SERVICING AGREEMENT Dated as of June 1, 1999 EQCC RECEIVABLES CORPORATION, EQCC ASSET BACKED CORPORATION (Depositors) and EQUICREDIT CORPORATION OF AMERICA (Representative and Servicer) and U.S. BANK NATIONAL ASSOCIATION (Trustee) EQCC HOME EQUITY LOAN ASSET BACKED CERTIFICATES, Series 1999-2

18. POOLING AND SERVICING AGREEMENT Dated as of August 1, 1999 EQCC RECEIVABLES CORPORATION EQCC ASSET BACKED CORPORATION (Depositors) and EQUICREDIT CORPORATION OF AMERICA (Representative and Servicer) and U.S. BANK NATIONAL ASSOCIATION (Trustee) EQCC HOME EQUITY LOAN ASSET BACKED CERTIFICATES, Series 1999-3



BOOK 0210 PAGE 2327

MONTGOMERY COUNTY, PA SS.
I HEREBY CERTIFY THAT THE FOREGOING
AND ANNEXED IS A FULL, TRUE AND CORRECT
COPY AS THE SAME APPEARS OF RECORD AND
RECORDED 8-16-02 IN POA BOOK NO.
210 PAGE 2323
WITNESS MY HAND AND OFFICIAL SEAL THIS
2nd DAY OF October A.D. 2002
CLERK



Please Return To:

Associates Closing and Title
A Division of Wilson & Associates, PLLC
5384 Poplar Avenue Suite #202
Memphis, TN 38119