24B

Instrument prepared by:
Wilson and Associates, P.L.L.C.
1521 Merrill Drive, Suite D-220
Little Rock, Arkansas 72211
V2008-2145
2020347916

Davidson County DEEDWARR
Recvd: 07/30/03 09:02 9pgs
Fees:18.00 Taxes:279.35
20030730-0107216

SPECIAL WARRANTY DEED
(Corporation)

Special warranty deed made on the 31 day of July, 2003, by Manufacturers & Traders Trust Company, One M & T Plaza, New York, NY 14203-2399, Trustee for Securitization Series 1996-2, Agreement dated 6-1-96, Grantor, by its duly authorized attorney in fact.

Grantor, being duly authorized by resolution of its board of directors or otherwise, hereby conveys to Blue Canyon Properties,* Grantee, the following land in Davidson County, Tennessee:
*LLC

Land in Davidson County, Tennessee, being Lot Number 128 on the Plan of Rosewood Heights, Section IV, of record in Book 2330, Page 9, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete description.

Being the same property conveyed to Manufacturers & Traders Trust Company, One M & T Plaza, New York, NY 14203-2399, Trustee for Securitization Series 1996-2, Agreement dated 6-1-96 by Substitute Trustee's Deed from Robert M. Wilson, Jr., Substitute Trustee filed November 4, 2002, as instrument number 20021104-0134597 in the records of the Register's Office of Davidson County, Tennessee.

Commonly known as: 910 Preston Drive, 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 its successors 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.

Manufacturers & Traders Trust Company, One M&T Plaza, New York, NY 14203-2399, Trustee for Securitization Series 1996-2, Agreement dated 6-1-96, By Its Lawful Attorney-in-Fact, Fairbanks Capital Corporation

BY: _____

ITS: STEPHANIE CARLSON
DOCUMENT CONTROL OFFICER

SEAL UTAH 1983

Acknowledgment

State of PA)
)ss.
County of Montgomery

On this day before me, a Notary Public, personally appeared Stephanie Carlson **, to me personally well-known, who acknowledged that he/she is the** Doc Cont Officer **of Fairbanks Capital Corporation, a corporation, as attorney-in-fact for Manufacturers & Traders Trust Company, One M & T Plaza, New York, NY 14203-2399, Trustee for Securitization Series 1996-2, Agreement dated 6-1-96, 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 3 **day of July, 2003.**

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

Notary Public

My commission expires:

_____

(Seal)

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, $75,500.00, which amount is equal to or greater then the amount which the property transferred would command at a fair and voluntary sale.

Affiant

STEPHANIE CARLSON
DOCUMENT CONTROL OFFICER

Subscribed and sworn to before me this 3 day of July, 2003.

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

Notary Public

My commission expires:

_____

(Seal)

Property owner and party responsible for payment of taxes:
Blue Canyon Properties
~~910 Preston Drive~~ PO Box 160591
Nashville, TN, ~~37206~~ 37216

Map No. 83-08-56.00

Return to:

_____

_____

_____

26B

When Recorded, Return to:
Fairbanks Capital Corp.
Attn: Document Control
P.O. Box 5250
Salt Lake City, UT 84165-0250

028309

15.00
.50
2.00 D

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that pursuant to the terms of each those certain Pooling and Servicing Agreements (each, a PSA and collectively, "the PSAs") identified in Exhibit "A" hereto, MANUFACTURERS AND TRADERS TRUST COMPANY, the trustee (the "Trustee") for the trust ("Trust") established under each PSA, hereby constitutes and appoints FAIRBANKS CAPITAL CORP. ("Fairbanks"), in Fairbanks' capacity as a residential mortgage loan servicer (the "Servicer") pursuant to the terms of:

1. the "Asset Purchase Agreement" dated May 12, 2000 by and between ContiMortgage Corporation and Fairbanks, and

2. the "Order Pursuant to Sections 105, 363(b), (f) and (m) and 365(a), (f), (k) and (m) of the Bankruptcy Code," dated June 21, 2000 and entered in *In re Contifinancial Corp.*, No. 00-B-12184 (AJG), United States Bankruptcy Court, Southern District of New York.,

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 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 foreclosure, sale, taking possession of, realization upon all or any part of a Mortgage Loan or any collateral therefor or guaranty thereof.

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 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 19th day of September 2000

Manufacturers and Traders Trust Company, Trustee

By: _____
Name: Karin W. Cranz
Title: Trust Officer

By: _____
Name: Steven J. Wattie
Title: Trust Officer

STATE OF NEW YORK)
) ss
COUNTY OF ~~NEW YORK~~ ERIE)

On September 19, 2000 before me personally appeared Karin W. Cranz and Steven J. Wattie who is/are known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) are subscribed to the preceding Limited Power of Attorney and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public

BARBARA A. FERRULO
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 01/29/2001

EXHIBIT "A"

1. ContiMortgage Corporation Pooling and Servicing Agreement Series 1993-4, dated December 1, 1993, between ContiMortgage Corporation and Manufacturers and Traders Trust Company;

2. ContiMortgage Corporation Pooling and Servicing Agreement Series 1994-1, dated February 1, 1994, between ContiMortgage Corporation and Manufacturers and Traders Trust Company;

3. ContiMortgage Corporation Pooling and Servicing Agreement Series 1994-2, dated March 10, 1994, between ContiMortgage Corporation and Manufacturers and Traders Trust Company;

4. ContiMortgage Corporation Pooling and Servicing Agreement Series 1994-3, dated June 1, 1994, between ContiMortgage Corporation, ContiSecurities Asset Funding Corporation and Manufacturers and Traders Trust Company;

15. ContiMortgage Corporation Pooling and Servicing Agreement Series 1994-4, dated August 1, 1994, between ContiMortgage Corporation, ContiSecurities Asset Funding Corporation and Manufacturers and Traders Trust Company;

16. ContiMortgage Corporation Pooling and Servicing Agreement Series 1994-5, dated December 1, 1994, between ContiMortgage Corporation, ContiSecurities Asset Funding Corporation and Manufacturers and Traders Trust Company;

17. ContiMortgage Corporation Pooling and Servicing Agreement Series 1995-1, dated March 1, 1995, between ContiMortgage Corporation, ContiSecurities Asset Funding Corporation and Manufacturers and Traders Trust Company;

18. ContiMortgage Corporation Pooling and Servicing Agreement Series 1995-2, dated May 1, 1995, between ContiMortgage Corporation, ContiSecurities Asset Funding Corporation and Manufacturers and Traders Trust Company;

19. ContiMortgage Corporation Pooling and Servicing Agreement Series 1995-3, dated August 1, 1995, between ContiMortgage Corporation, ContiSecurities Asset Funding Corporation and Manufacturers and Traders Trust Company;

20. ContiMortgage Corporation Pooling and Servicing Agreement Series 1995-4, dated November 1, 1995, between ContiMortgage Corporation, ContiSecurities Asset Funding Corporation and Manufacturers and Traders Trust Company;

21. ContiMortgage Corporation Pooling and Servicing Agreement Series 1996-1, dated February

1, 1996, between ContiMortgage Corporation, ContiSecurities Asset Funding Corporation and Manufacturers and Traders Trust Company;

22. ContiMortgage Corporation Pooling and Servicing Agreement Series 1996-2, dated June 1, 1996, between ContiMortgage Corporation, ContiSecurities Asset Funding Corporation and Manufacturers and Traders Trust Company;

23. ContiMortgage Corporation Pooling and Servicing Agreement Series 1996-3, dated August 1, 1996, between ContiMortgage Corporation, ContiSecurities Asset Funding Corporation and Manufacturers and Traders Trust Company;

24. ContiMortgage Corporation Pooling and Servicing Agreement Series 1996-4, dated December 1, 1996, between ContiMortgage Corporation, ContiSecurities Asset Funding Corporation, ContiWest Corporation and Manufacturers and Traders Trust Company;

25. ContiMortgage Corporation Pooling and Servicing Agreement Series 1997-1, dated February 1, 1997, between ContiMortgage Corporation, ContiSecurities Asset Funding Corporation, ContiWest Corporation and Manufacturers and Traders Trust Company;

26. ContiMortgage Corporation Pooling and Servicing Agreement Series 1997-2, dated March 1, 1997, between ContiMortgage Corporation, ContiSecurities Asset Funding Corporation, ContiWest Corporation, and Manufacturers and Traders Trust Company;

27. ContiMortgage Corporation Pooling and Servicing Agreement Series 1997-3, dated June 1, 1997, between ContiMortgage Corporation, ContiSecurities Asset Funding Corporation, ContiWest Corporation, and Manufacturers and Traders Trust Company;

28. ContiMortgage Corporation Pooling and Servicing Agreement Series 1997-4, dated September 1, 1997 between ContiMortgage Corporation, ContiSecurities Asset Funding Corporation, ContiWest Corporation and Manufacturers and Traders Trust Company;

29. ContiMortgage Corporation Pooling and Servicing Agreement Series 1997-5, dated December 1, 1997, between ContiMortgage Corporation, ContiSecurities Asset Funding Corporation, ContiWest Corporation, and Manufacturers and Traders Trust Company;

30. ContiMortgage Corporation Pooling and Servicing Agreement Series 1998-1, dated March 1, 1998, between ContiMortgage Corporation, ContiSecurities Asset Funding Corporation, ContiWest Corporation, and Manufacturers and Traders Trust Company;

31. ContiMortgage Corporation Pooling and Servicing Agreement Series 1998-2, dated June 1, 1998, between ContiMortgage Corporation, ContiSecurities Asset Funding Corporation, ContiWest Corporation, and Manufacturers and Traders Trust Company;

32. ContiMortgage Corporation Pooling and Servicing Agreement Series 1998-3, dated September 1, 1998, between ContiMortgage Corporation, ContiSecurities Asset Funding Corporation, ContiWest Corporation, and Manufacturers and Traders Trust Company;

33. ContiMortgage Corporation Pooling and Servicing Agreement Series 1998-4, dated December 1, 1998, between ContiMortgage Corporation, ContiSecurities Asset Funding Corporation, ContiWest Corporation, and Manufacturers and Traders Trust Company;

34. ContiMortgage Corporation Pooling and Servicing Agreement Series 1999-1, dated March 1, 1999, between ContiMortgage Corporation, ContiSecurities Asset Funding Corporation, ContiWest Corporation, and Manufacturers and Traders Trust Company;

35. ContiMortgage Corporation Pooling and Servicing Agreement Series 1999-2, dated March 1, 1999, between ContiMortgage Corporation, ContiSecurities Asset Funding Corporation, ContiWest Corporation and Manufacturers and Traders Trust Company;

36. ContiMortgage Corporation Pooling and Servicing Agreement Series 1999-3, dated June 1, 1999, between ContiMortgage Corporation, ContiSecurities Asset Funding Corporation, ContiWest Corporation, Norwest Bank Minnesota, National Association, and Manufacturers and Traders Trust Company.

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BFLOD\CS:440836_1 (9G5G01)

RECORDER'S OFFICE
MONTGOMERY COUNTY, PA

Margaine Rykenbach

BOOK [illegible] PAGE 1700

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 9-26-00 IN POA BOOK NO.
204 PAGE 696
WITNESS MY HAND AND OFFICIAL SEAL THIS
10th DAY OF March A.D. 20 03
Francine Vasquez CLERK