Davidson County DEEDWARR
Recvd: 08/04/03 08:14 9pgs
Fees:48.00 Taxes:199.80
20030804-0109739

SPECIAL WARRANTY DEED

THIS INDENTURE, made and entered into this 25th day of July, 2003, by and between Bankers Trust Company of California, N.A. as owner Trustee under UCFC Home Equity Loan Owner Trust 1998-BA, by and through its attorney in fact EMC Mortgage Corporaiton, parties of the first part, and Charles D. Dickens and wife, Joann Dickens, parties of the second part.

WITNESSETH: That for and in consideration of $10.00, cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said party of the first part has bargained and sold and does hereby bargain, sell, convey and confirm unto the said party of the second part of the following described real estate, situated and being Nashville, County of Davidson, State of Tennessee.

Being the easterly 50 feet of Lot No. 55 on the Map of J. B. Haynie's Oriental Subdivision of record in Book 161, pages 26 and 27, Register's Office for Davidson County, Tennessee, to which plan references is hereby made for a more complete and accurate description.

Being all of the same property conveyed to Bankers Trust Company of California, N.A. as owner Trustee under UCFC Home Equity Loan Owner Trust 1998-BA by Substitute Trustee's Deed of record in Instrument No. 20030507-0060621, Register's Office Davidson County, Tennessee.

THIS CONVEYANCE IS SUBJECT TO: 1) Current years taxes which have been prorated and assumed by the Grantee(s); 2) All restrictions of record; 3) All easements of record; 4) All visible easements; 5) All matters appearing on the plan of record; 6) All applicable government and zoning regulations.

For authorization to execute this instrument, see attached exhibit "A".

PARCEL NO. 071-08-0-062.00

Property also known as: 321 Prince Avenue
Nashville, Tennessee 37207

THIS PROPERTY IS BEING SOLD "AS IS", WHERE IS", NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED.

TO HAVE AND TO HOLD The aforesaid real estate, together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second party, their heirs and assigns in fee simple forever.

The said parties of the first part does hereby covenant with the said parties of the second part that they are lawfully seized in fee of the aforedescribed real estate; that they have a good right to sell and convey the same; that the same is unencumbered.

This is a Special Warranty Deed & is warranted by the Seller through & under it only, but not otherwise. The property is subject to any subdivisions restrictions, building lines, easements of record and 2003 City and County Real Estate taxes, not yet due and payable.

WITNESS the signature of the said party of the first part the day and year first above written.

Bankers Trust Company of California, N.A.
as owner Trustee under UCFC Home Equity
Loan Owner Trust 1998-BA By
EMC MORTGAGE CORPORATION
as Attorney in Fact

BY: Jeffrey W. Gideon

ITS: Jeffrey W. Gideon
Assistant Vice President

STATE OF TEXAS
COUNTY OF DALLAS

Before me, a Notary Public in the State and County aforesaid, appeared Jeffrey W. Gideon with whom I am personally acquainted an who upon oath, acknowledged himself/~~herself~~ to be the Asst Vice President of EMC Mortgage Corporaiton AS ATTORNEY IN FACT for Bankers Trust Company of California, N.A. as owner Trustee under UCFC Home Equity Loan Owner Trust 1998-BA, the within named bargainor, a corporation, and that he/~~she~~ as such Asst Vice President being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/~~herself~~ as such Asst Vice President

WITNESS my hand an Official Seal this 25th day of July, 2003.

LINDA PENNEY
Notary Public, State of Texas
My Commission Expires 10-31-06

Linda Penney
Notary Public

My Commission Expires:

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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, is $$54,000.00, which amount is equal or greater than the amount which property transferred would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me this the 25th day of July, 2003.

JACK CASE WILSON
NOTARY PUBLIC AT LARGE
WILLIAMSON COUNTY, TENNESSEE

Notary Public

My Commission Expires:
4/16/06

(FOR RECORDING DATA ONLY)

New Owner/Property Address:
Charles D. Dickens and Joann Dickens
321 Prince Avenue
Nashville, Tennessee 37207

Mail Tax Bills To:
Mortgage Investors Group, LP
320 North Cedar Bluff Road
Knoxville, Tennessee 37923

This Instrument Prepared By:
Jack Case Wilson Title Associates, LLC
7100 Executive Center Drive, Ste. 150.00
Brentwood, TN 37027
615-373-3376
File No: F-1174

Bk 29

Davidson County POA
Recvd: 02/20/02 14:18 6pgs
Fees:32.00 Taxes:0.00
[redacted]
20020220-0021731

STEVE HALL
REGISTER OF DEEDS

After Recording, Return to:
RICHARDSON CONSULTING GROUP, INC.
505 A SAN MARIN DRIVE, SUITE 300
NOVATO, CA 94945
(415) 898-7200

Deal Id: EMC/UNITED COMPANIES LENDING CORPORATION

State of: TN

County of: Knox

LIMITED POWER OF ATTORNEY

Do not remove, this page is a part of the official document.

[redacted]
Instr: 200012190041245 Page: 1 OF 5
REC'D FOR REC 12/19/2000 12:09:20PM
RECORD FEE: $22.00
M. TAX: $0.00 T. TAX: $0.00

LIMITED POWER OF ATTORNEY

Know all Men by these Presents,

That UNITED COMPANIES LENDING CORPORATION, solely as Seller under the Asset Purchase Agreement dated as of May 26, 2000, as amended (the "Agreement"), by and among UNITED COMPANIES FINANCIAL CORPORATION, UNITED COMPANIES LENDING CORPORATION, UCFC ACCEPTANCE CORPORATION, UCFC FUNDING CORPORATION, PELICAN MORTGAGE COMPANY INC., ADOBE INC., ADOBE FINANCIAL INC., I, GOPHER EQUITY INC. I, GOPHER FUNDING, INC., as Sellers, EMC MORTGAGE CORPORATION, as Purchaser, EMC MORTGAGE ACQUISITION CORP. and THE BEAR STEARNS COMPANIES INC., as Guarantor, does hereby constitute and appoint, EMC MORTGAGE CORPORATION, its true and lawful attorney in fact, to act in its name, place and stead as Seller and not individually, giving and granting unto the Purchaser, as attorney in fact, full power and authority, to the extent of the Seller's own such power, to do and perform all or any of the following acts in connection with servicing, administration and management of the Mortgage Loans and REO Properties pursuant to the Agreement (solely as Seller, not individually), including, but not limited to:

(1) To execute and deliver customary consents or waivers and other instruments and documents,
(2) To consent to transfers of any Mortgaged Property and assumptions of the Mortgage Notes and related Mortgages,
(3) To collect any insurance proceeds and other liquidation proceeds with respect to the Mortgage Property,
(4) To effectuate foreclosure or other conversion of the ownership of the Mortgaged Property securing any Mortgage Loan,
(5) To sign any necessary assignments of Mortgage to fully give the lienholder rights over from Seller to the Purchaser,
(6) To execute and deliver any and all instruments of satisfaction or cancellation or of partial or full release or discharge and all other comparable instruments, with respect to the Mortgage Loans, and with respect to the Mortgaged Properties, and
(7) To execute all documents or deeds customarily and reasonably necessary and appropriate for the transfer of the REO Properties and the transfer post-foreclosure of the previously Mortgaged Properties to third parties, and to collect the Proceeds derived therefrom,

as fully to all intents and purposes as the Seller might or could do if personally present, hereby ratifying and confirming all that the Purchaser as said attorney in fact shall lawfully do or cause to be done by virtue hereof.

Capitalized terms used herein shall have the meaning given to them in the Agreement.

This limited power of attorney is effective as of the date hereof and shall continue in full force and effect until the transfer or sale by EMC Mortgage Corporation of its obligations under

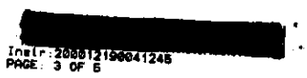
1.0JK03 Knox, TN

[redacted]
Instr: 200012190041245
PAGE: 2 OF 5

the Agreement to another entity.

Nothing herein shall be deemed to amend or modify the Agreement or the respective rights, duties and obligations of the Seller or the Purchaser thereunder, and nothing herein shall constitute a waiver of any rights or remedies thereunder.

Seller shall not incur any liability from the actions of the Purchaser pursuant to this limited power of attorney. Furthermore, the Purchaser agrees to indemnify and hold Seller harmless for any liability arising from the Purchaser's exercise of its authority under this limited power of attorney as per Article 12 of the Agreement.



IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 7th day of November, 2000.



[Corporate Seal]

UNITED COMPANIES LENDING CORPORATION
solely as Seller under the Agreement and not individually

By: Jesse O. Griffin
Name: Jesse O. Griffin
Title: Senior Vice President

Attest: Kathleen Comeaux
Kathleen Comeaux, Assistant Secretary

Signed and delivered in the presence of:

Unofficial Witness

Unofficial Witness

State of Louisiana)
)
Parish of East Baton Rouge)

On the 7th day of November, 2000 before me a notary public in and for said county and state personally appeared Jesse O. Griffin, Senior Vice President of United Companies Lending Corporation and acknowledged the signing of the foregoing instrument to be his free act and deed and the free act and deed of said Corporation by him as such officer. The above witnesses also acknowledged before me that this instrument was executed in their presence.

Lisa Achord, Notary Public

My Commission Expires:
Commissioned in the Parish of Livingston, qualified to act in the Parish of East Baton Rouge [redacted] of Louisiana. My commission expires at death.

[Notary Seal]

Document prepared by:
Michael C. Barron, Esquire
United Companies Financial Corporation
8549 United Plaza Blvd.
Baton Rouge, LA 70809

REGISTER OF DEEDS OFFICE KNOXVILLE, TENNESSEE

I, STEVE HALL, REGISTER OF DEEDS FOR KNOX COUNTY TENNESSEE DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE CERTIFIED COPY OF

THE Limited Power of Attorney

FROM United Companies Lending Corporation

TO Emc Mortgage Corporation

AS APPEARS ON RECORD IN BOOK _____ PAGE _____ OR
INSTRUMENT NUMBER 200012190041245 OF SAID REGISTERS OFFICE.

WITNESS MY HAND AT OFFICE THIS THE 19 DAY OF December 20 00

Steve Hall
REGISTER OF DEEDS

Brandy Hatto
DEPUTY REGISTER

[redacted]