



200911120073  
Skagit County Auditor

11/12/2009 Page 1 of 5 11:05AM

**Return Address:**  
**Financial Dimensions, Inc.**  
**1400 Lebanon Church Road**  
**Pittsburgh, PA 15236**

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

**Document Title(s)** (or transactions contained therein): (all areas applicable to your document must be filled in)

1. Power of Attorney 2. \_\_\_\_\_  
3. \_\_\_\_\_ 4. \_\_\_\_\_

**Reference Number(s) of Documents assigned or released:**

Additional reference #'s on page \_\_\_\_\_ of document Instrument # 9406100087

**Grantor(s)** (Last name, first name, initials)

1. The Bank of New York Mellon f/k/a The Bank of New York  
2. \_\_\_\_\_

Additional names on page \_\_\_\_\_ of document.

**Grantee(s)** (Last name first, then first name and initials)

1. Owen Loan Servicing, LLC  
2. \_\_\_\_\_

Additional names on page \_\_\_\_\_ of document.

**Legal description** (abbreviated: i.e. lot, block, plat or section, township, range)

Additional legal is on page \_\_\_\_\_ of document.

**Assessor's Property Tax Parcel/Account Number**

Assessor Tax # not yet assigned

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

\_\_\_\_\_  
Signature of Requesting Party

After Recording return to:

Name  
Address

✓

POA #2034 POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, THE BANK OF NEW YORK MELLON f/k/a The Bank of New York, as Trustee, having an office at 101 Barclay Street, New York, New York 10286 (the "Bank"), hereby appoint Ocwen Loan Servicing, LLC., to be the Bank's true and lawful Attorneys-in-Fact (the "Attorneys") to act in the name, and on behalf, of the Bank with power to do only the following in connection with the transactions specified in Schedule I hereto on behalf of the Bank:

1. The modification or re-recording of a Mortgage or Deed of Trust, where said modification or re-recordings is for the purpose of correcting the Mortgage or Deed of Trust to conform same to the original intent of the parties thereto or to correct title errors discovered after such title insurance was issued and said modification or re-recording, in either instance, does not adversely affect the lien of the Mortgage or Deed of Trust as insured.

2. The subordination of the lien of a Mortgage or Deed of Trust to an easement in favor of a public utility company of a government agency or unit with powers of eminent domain; this section shall include, without limitation, the execution of partial satisfactions/releases, partial reconveyances or the execution or requests to trustees to accomplish same.

3. The conveyance of the properties to the mortgage insurer, or the closing of the title to the property to be acquired as real estate owned, or conveyance of title to real estate owned.

4. The completion of loan assumption agreements and modification agreements.

5. The full or partial satisfaction/release of a Mortgage or Deed of Trust or full conveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.

6. The assignment of any Mortgage or Deed of Trust and the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby.

7. The full assignment of a Mortgage or Deed of Trust upon payment and discharge of all sums secured thereby in conjunction with the refinancing thereof, including, without limitation, the assignment of the related Mortgage Note.

8. With respect to a Mortgage or Deed of Trust, the foreclosure, the taking of a deed in lieu of foreclosure, or the completion of judicial or non-judicial foreclosure or termination, cancellation or rescission of termination, cancellation or rescission of any such foreclosure, including, without limitation, any and all of the following acts:

- a. the substitution of trustee(s) serving under a Deed of Trust, in accordance with state law and the Deed of Trust;
- b. the preparation and issuance of statements of breach or non-performance;
- c. the preparation and filing of notices of default and/or notices of sale;
- d. the cancellation/rescission of notices of default and/or notices of sale;



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e. the taking of a deed in lieu of foreclosure; and

f. the preparation and execution of such other documents and performance of such other actions as may be necessary under the terms of the Mortgage, Deed of Trust or state law to expeditiously complete said transactions in paragraphs 8.a. through 8.e., above; and

9. to execute any other documents referred to in the above-mentioned documents or that are ancillary or related thereto or contemplated by the provisions thereof; and

to do all things necessary or expedient to give effect to the aforesaid documents including, but not limited to, completing any blanks therein, making any amendments, alterations and additions thereto, to endorse which may be considered necessary by the Attorney, to endorse on behalf of the Trustee all checks, drafts and/or negotiable instruments made payable to the Trustee in respect of the documents, and executing such other documents as may be considered by the Attorney necessary for such purposes.

This Power of Attorney is effective for one (1) year from the date hereof or the earlier of (i) revocation by the Bank, (ii) the Attorney shall no longer be retained on behalf of the Bank or an affiliate of the Bank; or (iii) the expiration of one year from the date of execution.

The authority granted to the attorney-in-fact by the Power of Attorney is not transferable to any other party or entity.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to its conflicts of law principles.

All actions heretofore taken by said Attorney, which the Attorney could properly have taken pursuant to this Power of Attorney, be, and hereby are, ratified and affirmed.

IN WITNESS WHEREOF, The Bank of New York Mellon, as Trustee, pursuant to that Pooling and Servicing Agreement among the Depositor, the Servicer, and the Trustee, and these present to be signed and acknowledged in its name and behalf by Melissa J. Adelson and Pei Huang its duly elected and authorized Managing Director and Senior Associate respectively this 30th day of July, 2009.

THE BANK OF NEW YORK MELLON, f/k/a THE BANK OF NEW YORK, as Trustee

By: [Signature]  
Name: Melissa J. Adelson  
Title: Managing Director

By: [Signature]  
Name: Pei Huang  
Title: Senior Associate

Witness: [Signature]  
Printed Name: Alan M. Toppin Jr.

Witness: [Signature]  
Printed Name: Kshitij Mittal



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ACKNOWLEDGEMENT

STATE OF New York §

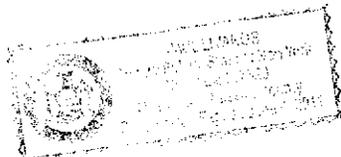
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COUNTY OF New York §

Personally appeared before me the above-named Melissa J. Adelson and Pei Huang, known or proved to me to be the same persons who executed the foregoing instrument and to be the Managing Director and Senior Associate respectively of The Bank of New York Mellon as Trustee for the transactions specified in Schedule I hereto, and acknowledged that they executed the same as their free act and deed and the free act and deed of the Trustee.

Subscribed and sworn before me this 30th day of July, 2009.

  
\_\_\_\_\_  
NOTARY PUBLIC  
My Commission expires: \_\_\_\_\_



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UNOFFICIAL DOCUMENT

SCHEDULE I

1. The Bank of New York Mellon, as Trustee, pursuant to the terms of that certain Pooling and Servicing Agreement dated as of November 1, 1996 related to Metropolitan Asset Funding, Inc., Mortgage Pass-Through Certificates Series 1996-A
2. The Bank of New York Mellon, as Trustee pursuant to the terms of that certain Pooling and Servicing Agreement dated as of August 1, 1997 for the Certificateholders of the Metropolitan Mortgage Timeshare Trust 1997-A
3. The Bank of New York Mellon, as Trustee, pursuant to the terms of that certain Pooling and Servicing Agreement dated as of September 1, 1997, related to Metropolitan Asset Funding, Inc., II, Mortgage Pass-Through Certificates Series 1997-B
4. The Bank of New York Mellon, as Trustee, pursuant to the terms of that certain Pooling and Servicing Agreement dated as of April 1, 1998, related to Metropolitan Asset Funding, Inc., II, Mortgage Pass-Through Certificates, Series 1998-A
5. The Bank of New York Mellon, as Trustee, pursuant to the terms of that certain Pooling and Servicing Agreement dated as of November 1, 1998, related to Metropolitan Asset Funding, Inc., II, Mortgage Pass-Through Certificates, Series 1998-B
6. The Bank of New York Mellon, as Trustee, pursuant to the terms of that certain Pooling and Servicing Agreement dated as of March 1, 1999, related to Metropolitan Asset Funding, Inc., II, Mortgage Pass-Through Certificates, Series 1999-A
7. The Bank of New York Mellon, as Trustee, pursuant to the terms of that certain Pooling and Servicing Agreement dated as of August 1, 1999, related to Metropolitan Asset Funding, Inc., II, Mortgage Pass-Through Certificates, Series 1999-B
8. The Bank of New York Mellon, as Trustee, pursuant to the terms of that certain Pooling and Servicing Agreement dated as of October 1, 1999, related to Metropolitan Asset Funding, Inc., II, Mortgage Pass-Through Certificates, Series 1999-C
9. The Bank of New York Mellon, as Trustee, pursuant to the terms of that certain Pooling and Servicing Agreement dated as of November 1, 1999, related to Metropolitan Asset Funding, Inc., II, Mortgage Pass-Through Certificates, Series 1999-D
10. The Bank of New York Mellon, as Trustee, pursuant to the terms of that certain Pooling and Servicing Agreement dated as of March 1, 2000, related to Metropolitan Mortgage Funding, Inc., Mortgage Pass-Through Certificates, Series 2000-A
11. The Bank of New York Mellon, as Trustee, pursuant to the terms of that certain Pooling and Servicing Agreement dated as of September 1, 2000, related to Metropolitan Mortgage Funding, Inc., Mortgage Pass-Through Certificates, Series 2000-B



I hereby certify this document to be a true, correct and complete copy of the record filed in my office. Dated this 10 day of Sept. 2009 Bertha Henry, County Administrator.

By [Signature]  
Deputy Clerk



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