

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that FLEET NATIONAL BANK, a national banking association ("Seller") has made, constituted and appointed, and by these presents hereby makes, constitutes and appoints the persons listed on Schedule A hereto (the "Authorized Officers"), acting alone, as Seller's true and lawful Attorney-in-Fact for Seller's name, place and stead, for the limited purpose of executing, endorsing, acknowledging and recording the documents listed below (the "Assignment Documents"), which documents Seller agrees are necessary to transfer from Seller to Sovereign Bank, a federal savings bank ("Buyer"), the Loans, as such term is defined in, and pursuant to the terms of, that certain Asset Purchase Agreement dated as of June 30, 1997 by and among Seller, Fleet Bank, National Association, Fleet Bank of Maine, Fleet Bank-NH, Fleet Bank, FFG-NJ Vehicle Funding Corp., FFG-NJ Vehicle Funding Corp. of NJ, Industrial Investment Corporation, Fleet Financial Group, Inc., Sovereign Bancorp, Inc. and Buyer (the "Asset Purchase Agreement"):

(1) Such endorsements, assignments or other transfer instruments or other documents as Buyer may find necessary (provided the same are executed "without recourse or warranty except as set forth in the Asset Purchase Agreement") to effectuate the complete and absolute endorsement, assignment and transfer to Buyer of all individual instruments creating and/or evidencing the Loans, Assumed Obligations and Executory Obligations, as such terms are defined in the Asset Purchase Agreement (including, without limitation, loans, promissory notes, retail installment contracts, guarantees, loan agreements, mortgages and deeds of trust); and

(2) Such assignment instruments or other documents as Buyer may find necessary to effectuate the complete and absolute assignment and transfer to Buyer of all individual instruments or other documents creating and/or evidencing items of collateral for any of the Loans, as defined in the Asset Purchase Agreement (including, without limitation, mortgages, collateral assignments of leases and rentals, Uniform Commercial Code financing statements, motor vehicle title certificates, marketable securities, life insurance assignments, and title insurance policies).

This power of attorney is intended to be, and shall be construed to be, an irrevocable power coupled with an interest; provided that the authority of each Authorized Officer shall terminate once he or she ceases to hold the title indicated on Schedule A hereto or any title senior thereto.

Granting and giving unto said attorney full authority and power to do and perform any and all acts requisite and necessary to the performance and execution of the powers herein expressly granted, with power to do and perform all acts authorized hereby as fully to all intents and purposes as an Authorized Officer of Seller might or could do if personally present, with full power of substitution and hereby ratifying and confirming all that our said attorney shall lawfully do or cause to be done by virtue hereof.

24
15

Any person or corporation dealing with said attorney-in-fact shall have the absolute right to rely upon (i) the authority herein given by Seller to the Authorized Officer as attorney-in-fact until such person or corporation has actual knowledge of the termination of this power of attorney for any reason whatsoever and (ii) a certificate from said attorney-in-fact as to whether any particular Assignment Document pertains to the Loans, Assumed Obligations or Executory Obligations sold under the Asset Purchase Agreement.

IN WITNESS WHEREOF, this power of attorney has been duly executed by the Seller as of the 5th day of November, 1997.

FLEET NATIONAL BANK

Cynthia MacDonald
Witness: Cynthia MacDonald

By: Marc C. Leslie
Marc C. Leslie
Executive Vice President

Jane F. Beehr
Witness: Jane F. Beehr

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF SUFFOLK

In Boston, Massachusetts, in said County and State, on the 5th day of November, 1997 before me personally appeared Marc C. Leslie, Executive Vice President of Fleet National Bank to me known and known by me to be the party executing the foregoing instrument, he acknowledged said instrument by him executed to be his free act and deed and the free act and deed of Fleet National Bank.

Osbaldo Soto
Notary Public

OSBALDO SOTO
Notary Public
My Commission Expires January 29, 2004

Schedule A

Name	Office Title as of September 24, 1997
Bonney, George E.	Vice President
Brown, Lydia M.	Assistant Secretary
Burneal, Michael D.	Vice President
Calder, Jeffrey G.	Vice President
Campanelli, Joseph P.	Executive Vice President
Coville, Thomas E.	Assistant Secretary
Dematto, Luanne E.	Vice President
Donovan, Elizabeth A.	Assistant Vice President
Early, John A.	Senior Vice President
Hall, George A.	Assistant Vice President
Johnson, Kenney D.	Vice President
Kramer, Helvi-Le C.	Assistant Vice President
Monahan, George E.	Senior Vice President
Nelson, Joseph E.	Assistant Secretary
Parker, David E.	Assistant Vice President
Rinaldi, Salvatore J.	Vice President
Rosendahl, Debra A.	Assistant Secretary
Sherrill, David K.	Vice President
Sokolosky, Wayne P.	Vice President
Stango, Fred J.	Assistant Secretary
Sundwall, David M.	Assistant Vice President
Thomas, Anthony G.	Assistant Vice President
Vagnini, Robert A.	Assistant Vice President
Wilkinson, Rita P.	Assistant Vice President

State of Oregon, County of Klamath
 Recorded 6/30/99, at 10:58 a.m.

In Vol. M99 Page 25952

Linda Smith,

County Clerk

Fee \$ 15 - 82