

AFTER RECORDING RETURN TO:

AMERITITLE

698 12TH ST. SE #130
SALEM, OR 97301

200 MAR -7 AM 11:45

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MTC 50397
LIMITED POWER OF ATTORNEY

NORWEST BANK MINNESOTA, N.A. (hereinafter, "Company"), a national banking association with its principal place of business located at 11000 Broken Land Parkway, Columbia, Maryland 21044, constitutes and appoints all individuals with the signatory authority of Regional Vice President, Vice President or above who are employees of Fannie Mae (also known as Federal National Mortgage Association), and such other person or persons as any of them shall designate from time to time, and each of them, any of whom may act alone, the true and lawful attorneys-in-fact of Company, with respect to any interest that Company currently has or hereafter may have to do or perform in the name, place and stead and for its use and benefit, to execute, endorse and acknowledge all documents customarily and reasonably necessary and appropriate for the facilitation of the disposal of properties owned by or serviced by the Company, consistent with the terms and conditions of the Pooling and Servicing Agreements and the Servicing Agreement identified on Exhibit A hereto. Such power shall include, but not be limited to the following:

1. The facilitation of the marketing and disposal of properties (i) owned by the Company or (ii) serviced by the Company for others pursuant to an agreement that authorizes the Company to dispose of such properties, for such price and to such person or persons as the attorney in fact shall deem proper and convenient, including the execution, acknowledgement, delivery, filing, and recordation of a deed or deeds of conveyance, agreements of sale and other ancillary documents necessary for the absolute sale and disposal of the properties, or any part thereof, with such clause or clauses, and agreement or agreements as the attorney in fact shall deem proper and expedient. To perform all other acts necessary to be done in regard to such powers, as amply and fully to all intents and purposes as the Company could do if personally present.
2. The facilitation of the maintenance of properties (i) owned by the Company or (ii) serviced by the Company for others pursuant to an agreement that authorizes the Company to dispose of such properties, including the making of any contract or agreement that, in the opinion of the attorney in fact, is necessary or proper to be entered into for the repair or maintenance of such properties, and pursuant thereto, to execute any and all papers or documents pertaining to any such repair or maintenance and in connection with this to do all acts necessary to execute, deliver, acknowledge, file and record such papers or documents when necessary;
3. The facilitation of the collection, demand and other actions necessary or desirable to collect any or all sums of money that may now be or hereafter become due and owing pursuant to rental arrangements and mortgage or hazard insurance contracts;
4. The facilitation of the eviction of occupants from properties (i) owned by the Company or (ii) serviced by the Company for others pursuant to an agreement that authorizes the Company to dispose of such properties and the oversight of contested litigation matters relating to properties owned by the Company or serviced by the Company for others as previously set forth;
5. The facilitation of any special Company financing Company may offer with respect to the sale of properties (i) owned by the Company or (ii) serviced by the Company for others pursuant to an agreement that authorizes the Company to dispose of such properties; and
6. The endorsement, cashing, negotiating and dealing with all checks, money orders and other forms of payment of any kind in connection with the facilitation of the marketing and disposal of properties (i) owned by the Company or (ii) serviced by the Company for others pursuant to an agreement that authorizes the Company to dispose of such properties.

The undersigned gives to said attorneys-in-fact full power and authority to execute such instruments as if the undersigned were personally present, hereby ratifying and confirming that all said attorneys-in-fact shall lawfully do or cause to be done by authority hereof.

Third parties without actual notice may rely upon the power granted under this Limited Power of Attorney upon the exercise of such power of the attorneys-in-fact that all conditions precedent to such exercise of power have been satisfied and that this Limited Power of Attorney has not been revoked unless an instrument of revocation has been recorded.

Any photocopy or other reproduction of this Limited Power of Attorney may be used, accepted and relied upon in lieu of the original hereof for the purpose of recording, filing or otherwise utilizing the same.

IN WITNESS WHEREOF, the undersigned Diane E. TenHoopen has caused these presents to be signed in its name by its undersigned officers, and its seal affixed this 9th day of February, 2000.

**NORWEST BANK MINNESOTA, N.A., a
National Banking Association**

Attest: Mary Grimm

Name: Mary Grimm

Title: Assistant Secretary

{CORPORATE SEAL}

By: Diane E. TenHoopen

Name: Diane E. TenHoopen

Title: Vice- President

State of Maryland §
County of Baltimore § ss.
§

On this 9th day of February, 2000, before me, the undersigned, a Notary in and for the State and County aforesaid, personally appeared Norwest Bank Minnesota, N. A. by Diane E. TenHoopen,
(Name of Corporation) (Name)
its Vice President, and acknowledged the execution of the foregoing instrument.
(Title)

WITNESS my hand and official seal.

Sharon O'Sullivan
My Commission Expires: 8-1-2000

Exhibit A

**Pooling and Servicing Agreements
Between
Southern Pacific Secured Assets Corp. (Company), and Southern Pacific Funding
Corporation (Master Services) and Norwest Bank Minnesota, N.A. (Trustee):**

Series 1997-4 SPSAC dated December 1, 1997

Series 1998-1 SPSAC dated March 1, 1998

Series 1998-2 SPSAC dated June 1, 1998

**Servicing Agreement
Between
Southern Pacific Funding Corporation (Master Servicer) and Southern
Pacific CMN Trust Series 1998-H1 (Issuer) dated as of June 1, 1998**

Series 1998-H1 dated June 25, 1998

State of Oregon, County of Klamath
Recorded 3/07/00, at 11:45 a.m.
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Linda Smith,
County Clerk Fee\$ 31⁰⁰