

pt.

WHEN RECORDED PLEASE RETURN TO:
AEGIS MORTGAGE CORPORATION
11111 WILCREST GREEN, SUITE 250
HOUSTON, TX 77042

STATE OF TEXAS)
)
COUNTY OF DALLAS)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Harbor Financial Mortgage Corporation, a Texas corporation (the "Company"); NAF, Inc., formerly known as New America Financial, Inc., a Texas corporation ("NAF"); Harbor Financial Group, Inc., a Delaware corporation ("Financial"); Hamilton Financial Services Corporation, a California corporation ("Services"); Community National Mortgage Corporation, a Delaware corporation ("Community"); and CalCap, Inc., a Texas corporation ("CalCap") (each a "Debtor" and collectively, the "Debtors") have each filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code on October 14, 1999 (which case was converted to one under Chapter 7 of the Bankruptcy Code on December 14, 1999) and is in the process of liquidating its assets and concluding its business affairs; and

WHEREAS, John Litzler ("Litzler") was duly appointed the Chapter 7 Trustee for each Debtor on December 14, 1999; and

WHEREAS, Litzler, on behalf of the Debtors, has obtained the approval of the United States Bankruptcy Court to grant to The Adair Advisory Group, Inc. ("Adair") and Aegis Mortgage Corporation ("Aegis"), respectively, a limited power of attorney as set forth hereinafter; and

WHEREAS Aegis, on the one hand, and the Company, NAF, and CalCap, on the other hand, entered into an Asset Purchase Agreement (the "APA"), pursuant to which Aegis purchased certain mortgage loans and/or related rights and interests, including (but not limited to) servicing rights (collectively, the "Aegis Mortgage Loans"), from the Company, NAF and CalCap; and

WHEREAS, under the APA, the Company, NAF and CalCap are required to assist Aegis in effectuating the transfer of the Aegis Mortgage Loans to Aegis; and

WHEREAS Community was the wholly owned subsidiary of Harbor; and

WHEREAS title records concerning certain of the Aegis Mortgage Loans currently may reflect that Community owns such loans.

NOW, THEREFORE, in consideration of its prior contractual commitments, the Company, NAF, CalCap and Community each hereby makes, constitutes, and appoints Aegis as its true and lawful attorney-in-fact, with power and authority hereby conferred in its name, place, and stead for its use and benefit, to execute, sign, endorse, make, acknowledge, deliver, and record, with respect only to the Aegis Mortgage Loans: (A) promissory notes and other evidences of debt, (B) any assignment of security instrument (including, but not limited to individual and blanket assignments, assignments from one Debtor to another Debtor, and assignments from one Debtor to Aegis), (C) any other document, or loan, including, but not limited to endorsement of promissory notes and note allonges, necessary or appropriate in the reasonable judgment of Aegis to transfer or adequately evidence Aegis' interest in or ownership of any of the Aegis Mortgage Loans, (D) any other document necessary or appropriate in the reasonable judgment of Aegis to transfer or convey title or ownership in real property subject to the Aegis Mortgage Loans after foreclosure thereon, (E) any claim transfer forms to transfer Proof of Claim designation and claims already filed by the Debtors with the Federal Bankruptcy Courts and the United States Government on the Mortgage Loans, and (F) any checks, drafts or other forms of payment that are payable to any Debtor on account of the Aegis Mortgage Loans.

The undersigned grants to Aegis full power and authority to execute such instruments and to do and perform all and every thing requisite, necessary, and proper, with respect to the Aegis Mortgage Loans, to carry into effect the power or powers granted by or under this Limited Power of Attorney as fully, to all intents and purposes, as the undersigned might or could do, and hereby does ratify and confirm all that Aegis shall lawfully do or cause to be done by authority hereof. This Limited Power of Attorney is executed and effective as of the date appearing below, and shall continue in full force and effect and shall be binding upon any successors or assigns of the undersigned, notwithstanding the continued existence or otherwise of the undersigned.

Third parties without actual notice may rely upon the powers granted under this Limited Power of Attorney upon the exercise of such power by Aegis that all conditions precedent to such exercise of power have been satisfied and that this Limited Power of Attorney has not been revoked. This Limited Power of Attorney is coupled with an interest and is irrevocable.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

WITNESS my hand this 2nd day of October, 2000.

HARBOR FINANCIAL MORTGAGE CORPORATION

NAF, INC.

CALCAP, INC.

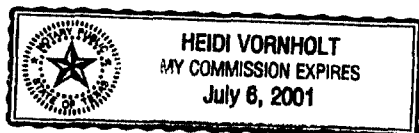
COMMUNITY NATIONAL MORTGAGE CORPORATION

BY: *John Litzler*
John Litzler, Chapter 7 Trustee

STATE OF TEXAS)
)
COUNTY OF DALLAS)

BEFORE ME, Heidi Vornholt, a Notary Public in and for the State, personally appeared John Litzler, who is personally known to me to be the Chapter 7 Trustee of Harbor Financial Mortgage Corporation, NAF, Inc., CalCap, Inc. and Community National Mortgage Corporation, and who acknowledged to me that he executed the foregoing instrument to be his free act and voluntary deed as for the uses, purposes and consideration therein set forth.

WITNESS my hand and official seal this 2nd day of October, 2000.



Heidi Vornholt
Notary Public in and for the State of Texas
Printed Name: Heidi Vornholt
Commission Expires: 07-06-01

State of Oregon, County of Klamath
Recorded 12/12/00, at 8:27 a. m.
In Vol. M00 Page 44481
Linda Smith,
County Clerk Fee \$ 31⁰⁰