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Recording Requested by:

**AMERIQUEST MORTGAGE COMPANY
ATT: RESIDENTIAL SALES DEPARTMENT
505 S. MAIN STREET, SUITE 6000
ORANGE, CA 92868**

State of Oregon, County of Klamath
Recorded 06/11/2002 10:59 a m.
Vol M02, Pg 34055-56
Linda Smith, County Clerk
Fee \$ 26.00 # of Pgs 2

DIANE STEVENS

SPACE ABOVE THIS LINE FOR RECORDERS USE

LIMITED POWER OF ATTORNEY

This Limited Power of Attorney is made this 28th day of May, 2002 by **WM Specialty Mortgage, LLC**, having an office at 23861 El Toro Road, Lake Forest, California 92630 ("Owner"), in favor of **Amerquest Mortgage Company**, having an office at 505 South Main Street, Suite 6000, Orange, California 92868, ("Servicer").

WHEREAS, Owner and Servicer executed and delivered a certain Loan Servicing Agreement dated as of February 27, 2001 (the "Servicing Agreement"), pursuant to which Owner and Servicer agreed to certain terms governing the servicing of certain single family mortgage loans subject to Servicing Agreement (individually, a "Mortgage Loan" and, collectively, the "Mortgage Loans") by Servicer on behalf of Owner; and

WHEREAS, Pursuant to the Servicing Agreement, Servicer has requested Owner to execute and deliver this Limited Power of Attorney in order to facilitate certain aspects of the servicing of the Mortgage Loans by Servicer. Owner agrees to do so on the terms and subject to the conditions of this Limited Power of Attorney.

NOW THEREFORE, Owner does hereby make, constitute and appoint, subject to and in accordance with the Servicing Agreement, Servicer, as its attorney-in-fact ("Attorney-in-Fact"), in its name, place and stead and for its use and benefit, in any way Owner could act but only with respect to the following matters:

1. To execute all documents necessary to satisfy or discharge, or cause to be satisfied or discharged, "Mortgages" and "Notes" (as defined in the Servicing Agreement) upon receipt of all principal, interest and other payments called for in the related loan documents, including cancellation of the related Note;
2. To take such actions as are necessary and appropriate to pursue, prosecute and defend foreclosures (or other comparable conversions to ownership), ejectments, evictions, bankruptcies, suits and other related matters with respect to "Mortgaged Properties" (as defined in the Servicing Agreement), to the extent permitted in the Servicing Agreement.
3. To execute all deeds, tax declarations, certificates and any other documents or instruments necessary, appropriate or required to list, sell, transfer and assign Mortgage Properties acquired by Owner either by foreclosure or by deed in lieu of foreclosure, with any such deed to be without recourse;
4. To take such further actions as are deemed necessary or required to service, administer, and enforce the terms of the Mortgage Loans in accordance with the Servicing Agreement; and

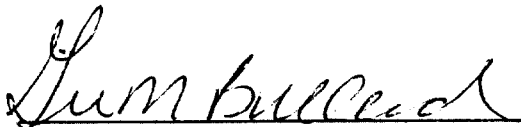
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5. To endorse checks, drafts and other evidences of payment made payable to the Owner, representing payments on accounts in the name of the Owner with all such amounts deposited in the Custodial Account or Escrow Account pursuant to the terms of the Servicing Agreement.

Until an instrument revoking this Limited Power of Attorney is executed and delivered, all parties dealing with the Attorney-in-Fact (individually or collectively) in connection with the above described matters, without actual notice of revocation, may fully rely upon the power and authority of the Attorney-in-Fact pursuant to the limited powers listed herein. Notwithstanding the foregoing, however, Owner expressly withholds and excludes from this limited grant of power and authority the power to sign any settlements, declarations or other documents not authorized herein, or to contractually bind Owner in any respect other than as specifically authorized by this Limited Power of Attorney. Further, no right or authority is granted to substitute another Attorney-in-Fact in its place and stead under this Limited Power of Attorney.

Witness my hand and seal this 28th day of May, 2002

WM Specialty Mortgage, LLC, as Owner,
By Washington Mutual Bank, FA
as its manager:


Witness: Ginger Bullard

By: 
Gabriel Barroso, First Vice President


Witness: Stephanie Walker


Witness: Mary A. Lindsey

By: 
Angella Pierce, Assistant Vice President

CORPORATE ACKNOWLEDGEMENT

STATE OF Washington
COUNTY OF King

On this 28th day of May, 2002, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Gabriel Barroso and Angella Pierce personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as First Vice President and Assistant Vice President, respectively, of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or resolution of the Board of Directors.

Witness my hand and official seal.

Signature: 
Sam Dyess

My Commission expires: November 30, 2002

Washington Mutual Bank, FA does not have a Corporate Seal.

