

State of Oregon, County of Klamath
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Limited Power of Attorney

7823837
 02/20/2001 12:16 PM **14.00**
 Book - 8425 Pg - 4341-4343
GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 FAIRBANKS CAPITAL CORP
 3815 S WEST TEMPLE
 SALT LAKE CITY UTAH 84115
 BY: ARG, DEPUTY - WI 3 P.

This Limited Power of Attorney is executed as of February 14, 2001, by **HOMEcomings FINANCIAL NETWORK, INC.**, having an office at 9275 Sky Park Court, 3rd Floor, San Diego, California 92123 ("Owner"), appointing as attorney-in-fact **FAIRBANKS CAPITAL CORP.**, a Utah corporation having an office at 3815 South West Temple, Salt Lake City, Utah 84115-4412 ("Fairbanks").

RECITALS:

A. Owner and Fairbanks entered into a Servicing Agreement ("Servicing Agreement") effective as of October 13, 2000, pursuant to which Fairbanks will service certain mortgage loans and/or REO Properties as more particularly described on the schedules provided to Fairbanks by Owner (collectively, "Mortgage Loans") on behalf of the Owner;

B. In connection with Fairbanks' performance of such functions, Fairbanks has requested that the Owner authorize Fairbanks to execute certain documents on the Owner's behalf as further described herein.

Fairbanks is authorized to act as attorney-in-fact in the following limited circumstances:

Owner hereby appoints Fairbanks as its attorney-in-fact, with full power of substitution, to exercise at any time all or any of the following powers: (i) to execute on behalf of Owner any documents or instruments necessary to collect payments against, to liquidate or cancel any mortgage subject to the Servicing Agreement in accordance with such Servicing Agreement, and to otherwise manage and service the Mortgage Loans and properties in accordance with the Servicing Agreement; (ii) to execute on behalf of Owner any assignments, documents or instruments necessary to assign, convey, or otherwise transfer its interest in the Mortgage Loans as per the Servicing Agreement; (iii) to execute documents on behalf of Owner in connection with any bankruptcy or receivership of a mortgagor whose Mortgage Loan is subject to the Servicing Agreement; (iv) to execute on behalf of Owner any documents necessary to carry out foreclosure of any mortgaged property securing a Mortgage Loan subject to the Servicing Agreement; (v) to execute on behalf of the Owner any necessary documents to effectuate an eviction, unlawful detainer or similar dispossession proceeding, and (vi) to execute on behalf of Owner any documents necessary for the offer, listing, closing of sale and conveyance of real estate owned ("REO") property in accordance with the terms of the Servicing Agreement. This limited power of attorney is not intended to extend the powers granted to Fairbanks under the Servicing Agreement or to allow Fairbanks to take any action with respect to a Mortgage Loan not authorized by the Servicing Agreement.

C. Owner represents that any bank, title company, courts, governmental agencies, or other institutions may rely on this Limited Power of Attorney in honoring the acts of Fairbanks hereunder.

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D. Fairbanks hereby agrees to indemnify and hold the Owner and its directors, officers, employees and agents harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by reason or result of or in connection with the exercise by Fairbanks of the powers granted to it hereunder. The foregoing indemnity shall survive the termination of this Limited Power of Attorney.

E. This Limited Power of Attorney is entered into and shall be governed by the laws of the state of Utah. To the extent permitted by other applicable law, the terms and provisions of this Agreement shall control in the event of any conflict between such terms or provisions.

F. This Limited Power of Attorney shall terminate on the termination of the Servicing Agreement and shall not apply to a Mortgage Loan that has been transferred into a security or otherwise conveyed to a third party by Owner.

IN WITNESS WHEREOF, the parties have executed this Limited Power of Attorney on the day and year first above written.

HOMEcomings FINANCIAL NETWORK, INC.

By:
Its:

Karla Kent
Karla Kent
SVP

By:
Its:

WITNESS:

Christina D. Ford

WITNESS:

James P. Ford

FAIRBANKS CAPITAL CORP.

By:

WITNESS:

Mike Prosser

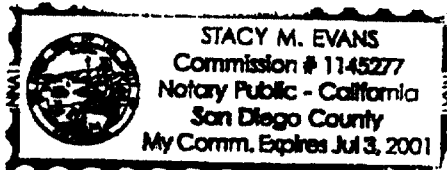
WITNESS:

Carol A. S.

STATE OF CALIFORNIA)
 : SS.
 COUNTY OF SAN DIEGO)

On the 14 day of February 2001, before me, a Notary Public in and for said State, personally appeared Karlyn Kent, Senior Vice President, of HomeComings Financial Network personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the preceding instrument and acknowledged to me that they executed the same in their authorized capacities and that by their signatures on the instrument the persons or the entities upon behalf of which the persons acted, executed the instrument as of February 14, 2001.

WITNESS my hand and official seal.

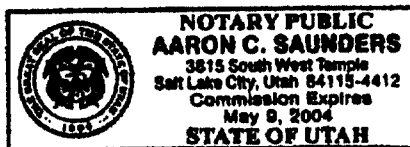


Stacy M. Evans
 Notary Public

STATE OF UTAH)
 : SS.
 COUNTY OF SALT LAKE)

On the 16th day of February 2001, before me, a Notary Public in and for said State, personally appeared David Sweet, Julie Rasmussen and Carol Lyon, of Fairbanks Capital Corp. personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the preceding instrument and acknowledged to me that they executed the same in their authorized capacities and that by their signatures on the instrument the persons or the entities upon behalf of which the persons acted, executed the instrument as of February 16, 2001.

WITNESS my hand and official seal.



Aaron C. Saunders
 Notary Public

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State of Utah
County of Salt Lake JUL 11 2002
I, the undersigned, Recorder of Salt Lake
County, Utah do hereby certify that by law I have
the custody of a seal and all papers, documents,
records and other writings required or permitted
by law to be recorded and that the annexed and
foregoing is a true and full copy of an original
document on file as such Recorder.

Witness my hand and seal of said Recorder this
_____ day of _____ 20 _____

GARY W. OTT, RECORDER

By *Cherise Brown*
Merv Brown
Deputy Recorder