

Vol M03 Page 18869

State of Oregon, County of Klamath

Recorded 03/28/2003 9:18 A.m.

Vol M03 Pg 18869 - 12

Linda Smith, County Clerk

Fee \$ 36 # of Pgs 4

AFTER RECORDING RETURN TO:

Transnation Title Ins. Co.
12360 E. Burnside
Portland, OR 97233
Attn: Reconveyance Dept.

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PREMISES:

That Wells Fargo Bank Minnesota, National Association, as indenture trustee (the "Indenture Trustee"), between Irwin Home Equity Loan Trust and the Indenture Trustee, a national banking association existing under the laws of the United States of America and having its principal office located at Wells Fargo Center, Sixth and Marquette, Minneapolis, Minnesota 55479, hath made, constituted and appointed, and does by these presents make, constitute and appoint Irwin Union Bank and Trust Company ("Irwin"), a bank organized and existing under the laws of the State of Indiana, as Master Servicer under the Sale and Servicing Agreement (defined below) and Irwin Home Equity Corporation, an Indiana corporation, as initial subservicer thereunder, its true and lawful attorney-in-fact, with full power and authority to sign, execute, acknowledge, deliver, file for recordation and record any instrument on its behalf and to perform such other act or acts as may be customarily and reasonably necessary and appropriate to effectuate the following enumerated transactions in respect of any of the Mortgage Loans or the related Mortgaged Properties, Mortgage Documents or Related Documents, for which the undersigned is acting as Indenture Trustee (whether the undersigned is named therein as mortgagee or beneficiary or has become mortgagee by virtue of endorsement of related Mortgage Documents) and for which Irwin is acting as Master Servicer pursuant to the sale and servicing agreement (the "Sale and Servicing Agreement"), to do the following, to the extent consistent with the terms and conditions of the sale and servicing agreements and the servicing agreements attached hereto as Exhibit A (the Agreements). Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed thereto in Appendix A to the Indenture.

This appointment shall apply to the following enumerated transactions only:

1. The modification or re-recording of a Mortgage Loan, where such modification or re-recording is for the purpose of correcting the Mortgage Loan to conform same to the original intent of the parties thereto or to correct title errors discovered after such title insurance was issued and such modification or re-recording, in either instance, does not adversely affect the Lien of the Mortgage Loan as insured.
2. The subordination of the Lien of a Mortgage Loan to an easement in favor of a public utility company or a government agency or unit with powers of eminent domain; this paragraph shall include the execution of partial satisfactions/releases, partial reconveyances or the execution of requests to trustees to accomplish the same.
3. With respect to a Mortgage Loan, the foreclosure, the taking of a deed in lieu of foreclosure, or the completion of judicial or non-judicial foreclosure or termination, cancellation or rescission of any such foreclosure, including any and all of the following acts:

- a. the substitution of trustee(s) serving under a deed of trust, in accordance with state law and such deed of trust;
- b. statements of breach or non-performance;
- c. notices of default;
- d. cancellations/rescissions of notices of default and/or notices of sale;
- e. the taking of a deed in lieu of foreclosure; and
- f. such other documents and actions as may be necessary under the terms of the Mortgage Loan or state law to expeditiously complete such transactions.

4. The conveyance of mortgaged properties to a mortgage insurer, or the closing of the title to the property to be acquired as real estate owned, or conveyance of title to real estate owned.
5. The completion of loan assumption agreements.
6. The full satisfaction and/or release of a Mortgage Loan or full reconveyance upon payment and discharge of all sums secured thereby, including cancellation of any related Mortgage Documents.
7. The assignment of any Mortgage Loan and the related Mortgage Documents in connection with the repurchase of such Mortgage Loan.
8. The full assignment of a Mortgage Loan upon payment and discharge of all sums secured thereby in conjunction with the refinancing thereof including, without limitation, the endorsement of the related Mortgage Documents.
9. The subordination of the Lien of a Mortgage Loan, where such subordination is in connection with any modification pursuant to Section 3.01(b) of the Sale and Servicing Agreement, and the execution of partial satisfactions or releases in connection with such Section.
10. The modification or re-recording of a Mortgage Loan, where such modification or re-recording is for the purpose of any modification pursuant to Section 3.03 of the Sale and Servicing Agreement.
11. Any other modification of the terms of a Mortgage Loan (including the Mortgage Interest Rate thereon) made in accordance with the Sale and Servicing Agreement.

18871

The undersigned gives such attorneys-in-fact full power and authority to execute such instruments and to do and perform all and every act and thing necessary and proper to carry into effect the power or powers granted by or under this Limited Power of Attorney as fully as the undersigned might or could do, and does hereby ratify and confirm to all that such attorneys-in-fact shall lawfully do or cause to be done by authority hereof.

Third parties without actual notice may rely upon the exercise of the power granted under this Limited Power of Attorney, and may be satisfied that this Limited Power of Attorney shall continue in full force and effect has not been revoked unless an instrument of revocation shall have been made in writing by the undersigned.

Dated this 10th day of February, 2003

WELLS FARGO BANK MINNESOTA, NATIONAL ASSOCIATION, not in its Individual capacity but solely as Indenture Trustee

By: 
Diane E TenHoopen
Vice President

Attest: 
Kristen Ann Cronin
Assistant Secretary

Witness: 
David Traficanti

Witness: 
Ron Millender

18872

STATE OF MARYLAND
COUNTY OF HOWARD

On this 10th day of February, 2003, before me personally appeared Diane E. TenHoopen, personally known to me to be a duly authorized officer of Wells Fargo Bank Minnesota, National Association ("Wells Fargo Bank"), that executed the within instrument on behalf of Wells Fargo Bank therein named, and acknowledged to me that Wells Fargo Bank executed the within instrument pursuant to its bylaws.

Witness my hand and official seal

Kathleen A. Dean

Notary Public in and for State of Maryland

KATHLEEN A. DEAN
NOTARY PUBLIC
HOWARD COUNTY
MARYLAND
MY COMMISSION EXPIRES FEB. 22, 2005

After recording, please mail to:

attention: _____

B-4