

04 JAN 15 AM 10:55

Vol M04 Page 02966

State of Oregon, County of Klamath  
Recorded 01/16/2004 10:55 a m  
Vol M04 Pg 2966-68  
Linda Smith, County Clerk  
Fee \$ 3/00 # of Pgs 3

RECEIVED

JAN 18 2002

Aspen 58492

FILED

01 DEC 31 AM 10 03

13

BRYAN, NELSON  
RANDOLPH & WEATHERS

LIMITED POWER OF ATTORNEY

CHANCERY CLERK

Associates First Capital Mortgage Corporation, a Delaware Corporation, its successors and assigns, through its business unit known as Private Mortgage Operations (hereinafter "PMO") hereby appoints Grand Bank for Savings, fsb, its successors or assigns (hereinafter "Bank"), as its true and lawful attorney-in-fact to act in the name, place and stead of PMO for the purposes set forth below. This Limited Power of Attorney is given pursuant to a certain Servicing Agreement by and between PMO and Bank dated November 15, 2001 (the "Agreement") to which reference is made for the definition of all capitalized terms herein.

NOW THEREFORE, PMO does hereby constitute and appoint Bank the true and lawful attorney-in-fact of PMO and in PMO's name, place and stead with respect to each Mortgage Loan serviced by or sold to Bank pursuant to the following, and only the following purposes:

BANK shall have full power and authority, unilaterally, to take such actions as may be necessary to discharge its duties with respect to servicing the Mortgage Loan(s), which power and authority shall include, but not be limited to (a) the right to file proof(s) of claims in bankruptcy proceedings, (b) the right to release a Mortgage Loan upon payment in full, (c) the right to appoint a substitute trustee under a deed of trust, (d) the right to execute and deliver customary consents or waivers and other instruments and documents required in the performance of those duties, (e) the right to disburse payments and such other entitlements/amounts to Brokers and/or Original Mortgagees and/or other third parties as determined by the contractual rights as detailed in the various Mortgage Purchase Agreements or as legally determined, (f) the right to collect any and all insurance proceeds to be held and disbursed in accordance with the terms of the Mortgages, (g) the right to order title policies, appraisals, brokers price opinions, etc. in order to verify lien positions and property values, (h) the right to foreclose or handle other conversions of ownership of the property subject to the Mortgages, (i) the right to adjust PMO's Unamortized Investment Balance in accordance with Section 3.13 of the Agreement, (j) the right to make, execute and deliver instruments, or cause such instruments to be made and delivered on behalf of PMO as may be necessary to properly administer the Mortgage Loans, (k) to execute and deliver affidavits of debt, substitutions or trustee, substitutions of counsel, non-military affidavits, notices of rescission, foreclosure deeds, trustee deeds, transfer tax affidavits, affidavits of merit, lost note affidavits, verification of complaint, notices to quit, eviction notices, bankruptcy declarations for the purposes of filing motions to lift stays and other documents or notice filings on behalf of PMO in connection with foreclosure, bankruptcy, and eviction actions, and (l) to endorse and/or assign any borrower or mortgagor's check or negotiable instrument received by Bank as a payment under a Mortgage Loan.

This Limited Power of Attorney shall be construed in accordance with the laws of the State of Mississippi and it is contemplated that the Limited Power of Attorney will be recorded in the land records of Lamar County, Mississippi; and a certified copy of this Limited Power of Attorney shall be as enforceable as an original.

This Limited Power of Attorney is coupled with an interest and is irrevocable.

31 A

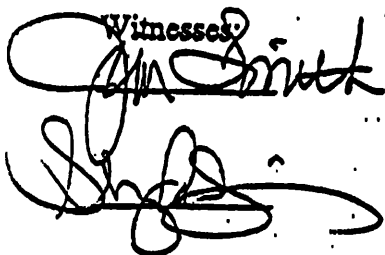
02967

14

PMO further grants to its attorney-in-fact full authority to act in any manner both proper and necessary to exercise the foregoing powers, and ratifies every act that Bank may lawfully perform in exercising those powers by virtue hereof.

PMO further grants to Bank the limited power of substitution and revocation of another party for the purpose and only for the purpose of endorsing or assigning notes or security instruments in PMO's name, and lawfully ratifies all that the attorney-in-fact, or its substitute or substitutes, shall lawfully do or cause to be done by authority of this power of attorney and the rights and powers granted hereby.

IN WITNESS WHEREOF, PMO has executed this Limited Power of Attorney this 17 day of November, 2001

Witnesses:  


Associates First Capital Mortgage Corporation  
By:

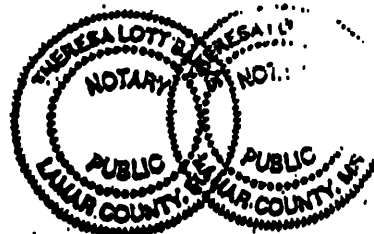
Name: Bill Beckmann  
Title: President

STATE OF  
COUNTY OF

Personally appeared before me, the undersigned authority in and for the said county and state on this 15<sup>th</sup> day of November, 2001, within my jurisdiction, the within named Bill Beckmann, who acknowledged that he is the President of Associates First Capital Mortgage Corporation, a corporation, and that for and on behalf of said corporation, and as its acts and deed he executed the above and foregoing instrument, after having been duly authorized by the corporation to so do.

Witness my hand and official seal this 15<sup>th</sup> day of November, 2001

  
Notary Public



My commission expires: MISSISSIPPI STATEWIDE NOTARY PUBLIC  
MY COMMISSION EXPIRES MAY 19, 2004

02968

15

**Principal's Name, Address  
and Telephone Number:**

Associates First Capital Mortgage Corporation  
c/o Consumer Asset Division  
750 Washington Blvd., 9<sup>th</sup> Floor  
Stamford, CT 06901  
(203) 975-6110

**Attorney in Facts Name, Address  
and Telephone Number:**

Grand Bank for Savings, fsb  
P. O. Drawer 16988  
Hattiesburg, MS 39404-6988  
(601) 264-1467

**This Instrument Prepared By:**

Associates First Capital Mortgage Corporation  
c/o Consumer Asset Division  
750 Washington Blvd., 9<sup>th</sup> Floor  
Stamford, CT 06901

STATE OF MISSISSIPPI, COUNTY OF LAMAR  
I, WAYNE SMITH, Clerk of the Chancery Court in and for said  
County and State, hereby certify that this instrument is a true  
copy of Power of Attorney  
filed for record in PDA-6 Book no. 7  
Page no. 13 of the Records of Lamar County, Miss.  
Given under my hand and seal of office  
this the 21st day of January 2003  
BY Sharon Herrin D.C.  
WAYNE SMITH, CHANCERY CLERK

