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Vol M04 Page 07746

State of Oregon, County of Klamath  
Recorded 02/09/2004 2:11 p m  
Vol M04 Pg 7746-52  
Linda Smith, County Clerk  
Fee \$ 51.00 # of Pgs 7

Recording Requested by  
And Return to:  
**EMC MORTGAGE CORPORATION**  
909 Hidden Ridge Dr., Ste 200  
Irving, TX 75038  
ATTN: COLLATERAL MANAGEMENT DEPT.

This document prepared by:  
HANOVER CAPITAL PARTNERS Ltd.

Tracking #1: 5853205

Tracking #2: UCF7

OR

*Att 585320*

**ASSIGNMENT OF DEED OF TRUST**

Know that **UNITED COMPANIES FUNDING, INC.**, with a business address of c/o EMC Mortgage Corporation, 909 Hidden Ridge Drive, Suite 200, Irving, TX 75038, "Assignor", for value received and other good and valuable consideration paid by **DEUTSCHE BANK NATIONAL TRUST COMPANY FKA BANKERS TRUST COMPANY OF CALIFORNIA, N.A. AS CUSTODIAN OR TRUSTEE UNDER THE APPLICABLE CUSTODIAL OR TRUST AGREEMENT**, whose address is 1761 St. Andrew Place, Santa Ana, CA 92705, "Assignee", the receipt and sufficiency of which is hereby acknowledged, the Assignor does hereby grant, bargain, sell, assign, transfer and convey unto the Assignee the following described **DEED OF TRUST**, duly recorded in the office of real property records in the **County of KLAMATH, State of OREGON**, together with the indebtedness or obligation described in said instrument, and the monies due and to grow due thereon with the interest, as follows:

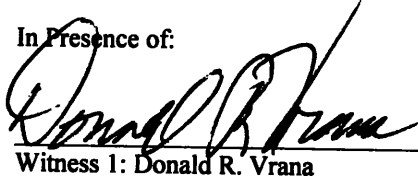
**SEE EXHIBIT "A"**

To have and to hold the same unto the Assignee, and to the successors, legal representatives and assigns of the Assignee forever.

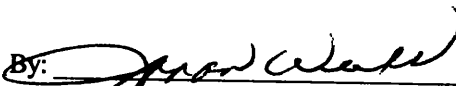
This Assignment is made without recourse to Assignor and without representation or warranty by Assignor, express or implied.

IN WITNESS WHEREOF, the Assignor has hereunto set its hand this 4<sup>th</sup> day of February, 2004, but effective this 5th day of January, 2001.

In Presence of:

  
Witness 1: Donald R. Vrana

**UNITED COMPANIES FUNDING, INC. BY ITS  
ATTORNEY IN FACT EMC MORTGAGE  
CORPORATION**

By:   
Janan Weeks  
Its: Vice President

**POWER OF ATTORNEY TO BE RECORDED  
SIMULTANEOUSLY**

51 A

State of TEXAS )  
County of DALLAS ) ss.

**WITNESS my hand and official seal this 4th day of February, 2004.**

Marisa Z Aguilera  
Notary Public: Marisa Z Aguilera



**MARISA Z. AGUILERA**  
 Notary Public, State of Texas  
 My Commission Expires 06-07-07

**OR**

07748

STATE: OR

COUNTY: KLAMATH

**EXHIBIT "A"**

Tracking #1: 5853205

Tracking #2: UCF7

MORTGAGOR/TRUSTOR:

**GEORGE CRIGHTON AND PAULA CRIGHTON, HUSBAND AND WIFE**

MORTGAGEE/BENEFICARY:

**UNITED COMPANIES FUNDING, INC.**

TRUSTEE:

**TODD NEMITZ**

DATE OF MORTGAGE/DEED OF TRUST: 04/14/98

AMOUNT: \$108,703.41

RECORDED:

DATE  
04/15/98

VOLUME/BOOK  
M98

PAGE/FOLIO  
12498

PROPERTY ADDRESS:

**LOT 4 SAYLER STREET, KLAMATH FALLS, OREGON 97603**

Record & Return To:  
EMC Mortgage Corporation  
MacArthur Ridge II  
909 Hidden Ridge #100  
Irving, Tx. 75038  
Attn. Collateral Management

07749

LIMITED POWER OF ATTORNEY

2003 JUN 27 10 52  
602 381-381 7-23-0

KNOW ALL MEN BY THESE PRESENTS, that United Companies Funding Inc., pursuant to the Asset Purchase Agreement dated as of May 26, 2000 (the "Seller"), and also pursuant to the Assignment of all servicing rights from United Companies to EMC Mortgage Corporation ("Servicer") per the orders from the U.S. Bankruptcy Court in Delaware, hereby constitutes and appoints the Servicer, by and through the Servicer's officers, the Seller's true and lawful Attorney-in-Fact, in the Seller's name, place and stead and for the Seller's benefit, in connection with mortgage loans serviced by the Servicer pursuant to the Agreement and the Asset Purchase Agreement dated May 26, 2000 solely for the purpose of performing such acts and executing such documents in the name of the Seller necessary and appropriate to effectuate the following enumerated transactions in respect of any of the mortgages or deeds of trust (the "Mortgages" and "Deeds of Trust" respectively) and promissory notes secured thereby (the "Mortgage Notes") for which the undersigned is acting as Seller for various Certificateholders (whether the undersigned is named therein as mortgagee or beneficiary or has become mortgagee by virtue of endorsement of the Mortgage Note secured by any such Mortgage or Deed of Trust) and for which EMC Mortgage Corporation is acting as the Servicer.

This Appointment shall apply only to the following enumerated transactions and nothing herein or in the Agreement shall be construed to the contrary:

1. The modification or re-recording of a Mortgage or Deed of Trust, where said modification or re-recording is solely for the purpose of correcting the Mortgage or Deed of Trust to conform same to the original intent of the parties thereto or to correct title errors discovered after such title insurance was issued; provided that (i) said modification or re-recording, in either instance, does not adversely affect the lien position of the Mortgage or Deed of Trust as insured and (ii) otherwise conforms to the provision of the Agreement.
2. The subordination of the lien of a Mortgage or Deed of Trust to an easement in favor of a public utility company of a government agency or unit with powers of eminent domain; this section shall include, without limitation, the execution of partial satisfactions/releases, partial re-conveyances or the execution or requests to Sellers to accomplish same.
3. The conveyance of the properties to the 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.
4. The completion of loan assumption agreements, and recordation of same (if necessary).
5. The full or partial satisfaction/release of a Mortgage or Deed of Trust or full or partial conveyance upon payment and discharge of the necessary limitation, along with cancellation of the related Mortgage Note.

GEORGIA, HABERSHAM COUNTY

This is to certify that within  
document is a true and correct copy of  
the original on file in this office.

This 12 day October, 2003

Clerk Superior Court

Carol W. Nations Jr.

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6. The assignment of any Mortgage or Deed of Trust and the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby.
7. The full assignment of a Mortgage or Deed of Trust upon payment and discharge of all sums secured thereby in conjunction with the refinancing thereof, including, without limitation, the assignment of the related Mortgage Note.
8. With respect to a Mortgage or Deed of Trust, 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, without limitation, any and all of the following acts:
  - a. the substitution of Seller(s) serving under a Deed of Trust, in accordance with state law and the Deed of Trust;
  - b. the preparation and issuance of statements of breach or non-performance;
  - c. the preparation and filing of notices of default and/or notices of sale;
  - d. the cancellation/rescission of notices of default and/or notices sale;
  - e. the taking of deed-in-lieu of foreclosure; and
  - f. the preparation and execution of such other documents and performance of such other actions as may be necessary under the terms of the Mortgage, Deed of Trust or state law to expeditiously complete said transactions in paragraph 8.a. through 8. E. above.
9. With respect to the sale of real property acquired through a foreclosure or deed-in-lieu of foreclosure, including, without limitation, the execution of the following documentation:
  - a. listing agreements;
  - b. purchase and sale agreements;
  - c. grant/warranty/quit claim deeds or any other deeds causing the transfer of title of the property to a party contracted to purchase same;
  - d. escrow instructions; and
  - e. any and all documents necessary to effect the transfer of property.

10. The modification or amendment of escrow agreements established for repairs to the mortgaged property or reserves for replacement of personal property.
11. The endorsement of loss drafts or other checks that are necessary to effectuate proper servicing of the loan.
12. With respect to the servicing of manufactured housing/mobile home loans and the sale of manufactured housing/mobile homes acquired through foreclosure, sequestration or abandonment, including but not limited to, without limitation, the execution of the following documents (or those documents related to the listed documents):
  - a. Certificates of Title; and
  - b. UCC Filing Statements.

The undersigned gives said Attorney-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 hereby does ratify and confirm to all said Attorney-in-Fact shall be effective as of December 31, 2000.

This Appointment is to be construed and interpreted as a Limited Power of Attorney. The enumeration of specific items, rights, acts or powers herein is not intended to, nor does it give rise to, and it is not to be construed as a General Power of Attorney.

Nothing contained herein shall (i) limit in any manner any indemnification provided by the Servicer to the Seller under the Agreements, or (ii) be construed to grant the Servicer the power to initiate any suit, litigation or proceeding in the name of United Companies as Seller for the applicable trust, except as specifically provided for herein. If the Servicer receives any notice of suit, litigation or proceeding in the name of United Companies as Seller, then the Servicer shall forward a copy of same to the Seller within a reasonable period of time and shall act accordingly, including defense of the suit, litigation or proceeding if that is necessary of Servicer to best handle the loan.

This Limited Power of Attorney is not intended to extend the powers granted to the Servicer under the Agreement or to allow the Servicer to take any action with respect to Mortgages, Deeds of Trust or Mortgage Notes not authorized by the Agreement.

The Servicer hereby agrees to indemnify and hold the Seller 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 the Servicer of the powers granted to it hereunder. The foregoing indemnity shall survive the termination of this

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Limited Power of Attorney and the Agreement or the earlier resignation or removal of the Seller under the Agreement.

This Limited Power of Attorney is entered into and shall be governed by the laws of the State of Texas, without regard to conflicts of law principles of such state. Both parties agree that Dallas County is the proper venue for all disputes related to enforcement of this Limited Power of Attorney.

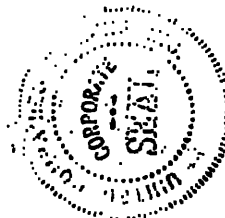
Third parties without actual notice may rely upon the exercise of the power granted under this Limited Power of Attorney; and may be satisfied that this Limited power of Attorney shall continue in full force and effect and has not been revoked unless an instrument of revocation has been made in writing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

IN WITNESS WHEREOF, United Companies Funding Inc., as Seller has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by a duly elected and authorized signatory this 2<sup>nd</sup> day of April, 2001.

UNITED COMPANIES FUNDING, INC.  
as Seller

By: \_\_\_\_\_

Name: Rebecca A. Roof  
Title: Plan Administrator



STATE OF LOUISIANA  
PARISH OF EAST BATON ROUGE

On April 2, 2001, before me, the undersigned, a Notary Public in and for the State of Louisiana, personally appeared the above named Rebecca A. Roof, as Plan Administrator for and on behalf of United Companies Funding Inc., as Seller under the Agreement, being personally known to me, who acknowledged that she executed this instrument in her authorized capacity and as the free act and deed of said Corporation.

WITNESS my hand and official seal.

(Seal)



Shelley Savoy Simmons  
Shelley Savoy Simmons  
Notary Public, State of Louisiana  
Commissioned in and for the Parish of East Baton Rouge  
Commission Expires at Death