

04 MAY 10 AM 9:34

Vol M04 Page 28234

State of Oregon, County of Klamath

Recorded 05/10/2004 9.34 m

Vol M04 Pg 28234-28239.A

Linda Smith, County Clerk

Fee \$ 51.00 # of Pgs 7

RECORD AND RETURN TO
EMC MORTGAGE CORPORATION
ATTN: COLLATERAL MANAGEMENT
PO BOX 141358
IRVING, TX 75014-1358

LIMITED POWER OF ATTORNEY

51✓

After Recording, Return to:

RICHARDSON CONSULTING GROUP, INC.

505 A SAN MARIN DRIVE, SUITE 300

NOVATO, CA 94945

(415) 898-7200

CO. LOAN 5787643

Deal Id: EMC/United Companies Funding Inc.

State of: CA

County of: San Bernardino

Recorded in Official Records, County of
San Bernardino, Larry Walker, Recorder

211.00

28235

Doc No. 20010140761

09:48am 04/17/01

285 40269168 01 15

PS	FEE	APP	GRAS	PM CPT	CRT CPT	ADD BND	PER PM	PCOB
5	7	12			190			
			5			26		9
NON ST	LI	SVY	CIT-CD	TRANS TAX	SA	CHRG	EXAM	

LIMITED POWER OF ATTORNEY

Instrument Book Page
200200010373 OR 268 1235

200200010373
Filed for Record in
BROWN COUNTY OHIO
BARY E. HIMES
10-07-2002 10:34 am.
POWER OF AT 30.00
OR Book 268 Page 1235 - 1240

Do not remove, this page is a part of the official document.

EMC
IMAGED

LIMITED POWER OF ATTORNEY

28236

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.

28237

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

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 2nd day of April, 2001.

UNITED COMPANIES FUNDING, INC.
as Seller

By: 

Name: Rebecca A. Roof

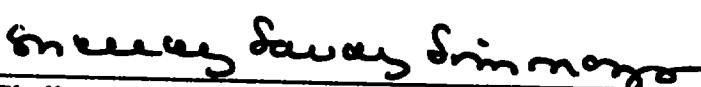
Title: Plan Administrator

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

Notary Public, State of Louisiana

Commissioned in and for the Parish of East Baton Rouge

Commission Expires at Death

I hereby certify that this is a true copy of
the record consisting of 5 pages if the
seal of this office is impressed in purple ink.

Larry Walker

LARRY WALKER
Auditor-Controller/Recorder
San Bernardino County, CA



APR 16 2001

Instrument Book Page
200200010373 OR 268 1240