

After Recording Return To:
EMC Mortgage Corporation
P. O. Box 141358
Irving, Texas 75014-1358
ATTN: Collateral Mgmt - 800-723-3005

RECEIPT
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State Of Oregon, County Of Klamath

M05-62867

08/26/2005 11:07:45 AM

Of Pages 5

Fee: \$41.00

MT 71055
LIMITED POWER OF ATTORNEY

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KNOW ALL MEN BY THESE PRESENTS, that Bankers Trust Company of California, N.A., a national banking association organized and existing under the laws of the United States and having its principal place of business at 1761 East St. Andrew Place, Santa Ana, California, 92705, as Trustee (the "Trustee") pursuant to a number of Pooling and Servicing Agreements (see attached Exhibit "A" and known as the "Agreements"), and also pursuant to the Assignment of all servicing rights from United Companies to EMC Mortgage Corporation ("Servicer") per the Asset Purchase Agreement and the Whole Loan Agreement, both dated May 31, 2000, hereby constitutes and appoints the Servicer, by and through the Servicer's officers, the Trustee's true and lawful Attorney-in-Fact, in the Trustee's name, place and stead and for the Trustee's benefit, in connection with all mortgage loans serviced by the Servicer pursuant to the Agreements and the Asset Purchase Agreement solely for the purpose of performing such acts and executing such documents in the name of the Trustee necessary and appropriate to effectuate the following enumerated transactions in respect of any of the mortgage or deeds of trust (the "Mortgages" and "Deeds of Trust" respectively), retail installment contracts ("other security instruments") and promissory notes secured thereby (the "Mortgage Notes") for which the undersigned is acting as Trustee 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, or re-titling of other security instruments, where said modification, re-recording or re-titling is being done solely for the purpose of correcting the Mortgage, Deed of Trust or other security instruments 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, re-recording, or re-titling in either instance, does not adversely affect the lien position of the Mortgage, Deed of Trust or other security instruments as insured and (ii) otherwise conforms to the provision of the Agreements.
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 reconveyances or the execution or requests to trustees 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, cancellation of the related Mortgage Note.
6. The assignment of any Mortgage, Deed of Trust or other security instrument and the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby.

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REK AND RECORDER OF JEFFERSON COUNTY CERTIFIED TO BE FULL, TRUE AND
DIRECT COPY OF THE ORIGINAL FILED IN MY CUSTODY. DATE 10-27-04
JEFFREY GREEN, JEFFERSON COUNTY CLERK AND RECORDER.

DEPUTY CLERK

7. The full assignment of a Mortgage, Deed of Trust or other security instrument 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. 7
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 trustee(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 other security instruments and manufactured homes, the power to:
 - a. Execute replevin or other necessary state acts to recover the manufactured home;
 - b. Execute repossession to recover the manufactured home; and
 - c. Perform any other necessary acts of foreclosure and/or eviction.
10. With respect to the sale of real property or manufactured homes acquired through a foreclosure or deed-in-lieu of foreclosure, including, without limitation, the execution of the following documentation:
 - a. listing agreement;
 - b. purchase and sale agreements;
 - c. grant/warranty/quit claim deeds or any other deed 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 real property, or manufactured homes.
11. The modification or amendment of escrow agreements established for repairs to the mortgaged property or manufactured home or reserves for replacement of personal property.

12. The endorsement of loss drafts or other checks that are necessary to effectuate proper servicing of the loan. 3

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 September 1, 2001.

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 or attorney.

Nothing contained herein shall (i) limit in any manner any indemnification provided by the Servicer to the Trustee under the Agreements, or (ii) be construed to grant the Servicer the power to initiate or defend any suit, litigation or proceeding in the name of Bankers Trust Company of California, N.A. as Trustee 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 Bankers Trust Company of California, N. A. as Trustee, then the Servicer shall forward a copy of same to the Trustee within a reasonable period of time.

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

The Servicer hereby agrees to indemnify and hold the Trustee 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 Trustee 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.

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, Bankers Trust Company of California, N. A., as Trustee 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 JAN 05 2002 day of JANUARY, 2001.

Bankers Trust Company of California, N.A.
as Trustee

By: Aimee Kemmeter
Name: **Aimee Kemmeter**
Title: **Assistant Vice President**

Acknowledged and Agreed
EMC Mortgage Corporation

By: *Leah R. Hester*

Name: LEAH R. HESTER

Title: ASSISTANT VICE PRESIDENT

STATE OF CALIFORNIA
COUNTY OF Orange

On JAN 05 2002, 2001, before me, the undersigned, a Notary Public in and for said state, personally appeared Aimee Kemmeter of Bankers Trust Company of California, N. A., as Trustee (for the Trusts listed in Exhibit "A") personally known to me to be the person whose name is subscribed to the within instrument and acknowledge to me that he/she executed that same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted and executed the instrument.

WITNESS my hand and official seal.
(Seal)

Judi Stutz
Notary Public, State of California

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
200306008

RECORDED ON
APR 15, 2003
1:26:12 PM

Total Pages: 5

RECORDING FEES - \$15.00
RECORDER
COUNTY IMPROVEMENT \$2.00
FUND
RECORDER IMPROVEMENT \$3.00
FUND
STATE WRIT TAX \$0.50
TOTAL \$20.50

CUSTOMER
EMC MORTGAGE CORPORATION

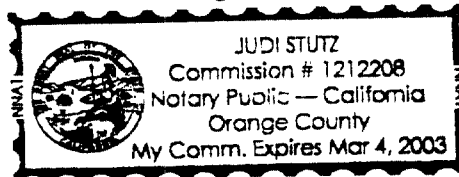


EXHIBIT A

INV #	Custodian	Trust Language
552	Bankers Trust Company of California, N.A.	Series 1996-2, created pursuant to a Pooling and Servicing Agreement, dated as of December 1, 1996, among UCFC Funding Corporation, as depositor, United Companies Lending Corporation, as servicer, and Bankers Trust Company of California, N.A. as trustee. Class EI-1 Class AMN-1 Class AMH-2 Class AMH-3
555	Bankers Trust Company of California, N.A.	Series 1997-2, created pursuant to a Pooling and Servicing Agreement, dated as of June 1, 1997, among UCFC Funding Corporation, as depositor, United Companies Lending Corporation, as servicer, United Companies Financial Corporation, as provider of the limited guarantee, and Bankers Trust Company of California, N.A., as trustee. Class R-1
556	Bankers Trust Company of California, N.A.	Series 1997-3, created pursuant to a Pooling and Servicing Agreement, dated as of September 1, 1997, among UCFC Funding Corporation, as depositor, United Companies Lending Corporation, as servicer, United Companies Financial Corporation, as provider of the limited guarantee, and Bankers Trust Company of California, N.A., as trustee. Class R-1
557	Bankers Trust Company of California, N.A.	Series 1997-4, created pursuant to a Pooling and Servicing Agreement, dated as of December 1, 1997, among UCFC Funding Corporation, as depositor, United Companies Lending Corporation, as servicer, and Bankers Trust Company of California, N.A., as trustee. Class B-2-1 Class R-1
558	Bankers Trust Company of California, N.A.	Series 1998-1, created pursuant to a Pooling and Servicing Agreement, dated as of March 1, 1998, among UCFC Funding Corporation, as depositor, United Companies Lending Corporation, as servicer, and Bankers Trust Company of California, N.A., as trustee. Class B-2-1 Class R-1
559	Bankers Trust Company of California, N.A.	Series 1998-2, created pursuant to a Pooling and Servicing Agreement, dated as of June 1, 1998, among UCFC Funding Corporation, as depositor, United Companies Lending Corporation, as servicer, and Bankers Trust Company of California, N.A., as trustee. Class B-2-1 Class R-1
560	Bankers Trust Company of California, N.A.	Series 1998-3, created pursuant to a Pooling and Servicing Agreement, dated as of September 1, 1998, among UCFC Funding Corporation, as depositor, United Companies Lending Corporation, as servicer, and Bankers Trust Company of California, N.A., as trustee. Class B-2-1 Class R-1

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