

THIS INSTRUMENT PREPARED BY:
STEPHEN R. VETH, ESQ.
OLD STONE CREDIT CORPORATION
P.O. BOX 53077
JACKSONVILLE, FLORIDA 32201-3077

Inst # 1992-30121

LIMITED POWER OF ATTORNEY 12/15/1992-30121
01:55 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DOUG ACD 11.50

Bankers Trust Company of California, N.A., a national banking association organized and existing under the laws of the United States, as Trustee and/or Custodian under various custodial agreements and trusts, including without limitation, the following:

under a Pooling, Servicing, and Pass-Through Agreement dated June 1, 1991 Pass- Through Certificates, Residential First and Second Mortgage Loans Series 1991-1, Class A and Class R;

under a Pooling and Servicing Agreement dated August 1, 1991 Pass-Through Certificates, Residential First and Second Mortgage Loans Series 1991-2, Class A and Class R;

under a Pooling and Servicing Agreement dated March 1, 1992 Pass-Through Certificates, Residential First and Second Mortgage Loans Series 1992-1, Class A, Class B, and Class R; and

under a Pooling and Servicing Agreement dated June 1, 1992 Pass-Through Certificates, Residential First and Second Mortgage Loans Series 1992-2, Class A-1, Class A-2 and Class R;

having an office for the conduct of business at Irvine, California and having full power to act and to make the appointment hereunder without the joinder of any beneficiary (the "Appointer"), constitutes and appoints OLD STONE CREDIT CORPORATION, a Delaware corporation, (the "Appointee"), its true and lawful Attorney, and in its name, place and stead and for its use and benefit, to execute, endorse and acknowledge all documents, and to take all actions, reasonably necessary or appropriate for all or any of the following: (i) the appointment of a successor or substitute trustee under any deed of trust, for any reason in accordance with state law or the deed of trust; (ii) the modification, extension, subordination, partial release, liquidation, satisfaction, discharge, or full release of any mortgage, deed of trust, or deed to secure debt (hereinafter referred to as a "mortgage"), or the indebtedness secured thereby; (iii) the servicing of any loan secured by a mortgage; (iv) the taking of any action in any bankruptcy proceeding affecting any mortgage or the indebtedness secured thereby; (v) the foreclosure of any mortgage; (vi) the bid and purchase at any foreclosure sale (or the acquisition through a deed in lieu of foreclosure) of any property covered by any mortgage; and (vii) the sale and conveyance of any property acquired through any foreclosure sale or deed in lieu of foreclosure, including without limitation the execution of a warranty deed or other appropriate instrument of conveyance and any other documents relating to any such sale or conveyance.

Title Check

STATE OF CALIFORNIA)
COUNTY OF ORANGE)

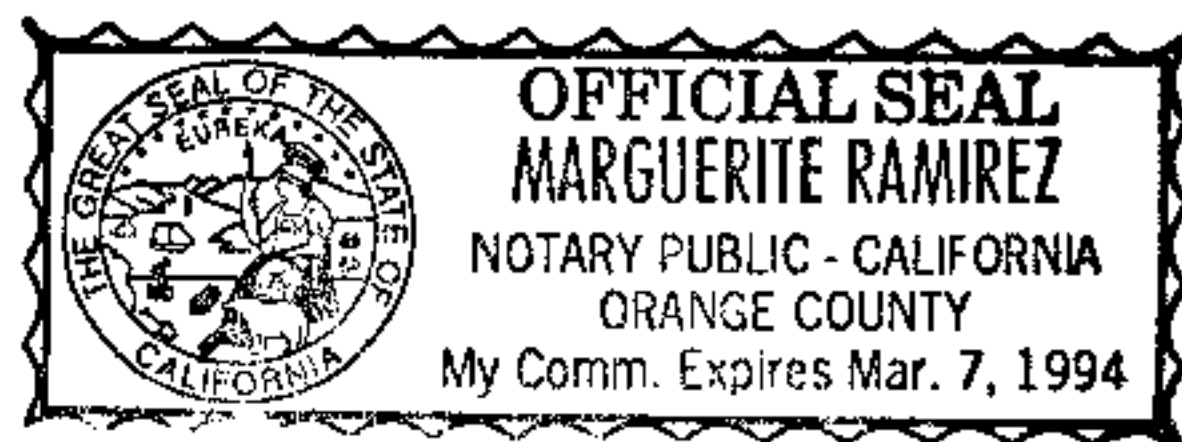
Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Tracy A. Givant and Molly J. Otto, with whom I am personally acquainted, and who acknowledged that they executed the within instrument of the purposes therein contained, and who further acknowledged that they are the Assistant Secretary and Assistant Vice President of the maker or a constituent of the maker and are authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

WITNESS my hand, at office, this 23 day of October, 1992.

Marguerite Ramirez
Notary Public

My Commission Expires: MARCH 7, 1994

(seal)



TITLECHECK, INC.

2025 2nd Avenue North
Birmingham, AL 35203
(205) 322-5008
FAX 205-322-5081
Real Estate Title Services

The Appointee shall have full power and authority to take all actions and to execute all documents relating to any of the foregoing matters as if the Appointer were personally present, hereby ratifying and confirming all that the Appointee has done or shall lawfully do or cause to be done by authority hereof.

Third parties shall be entitled to rely upon the power granted under this Limited Power of Attorney upon the exercise of such power by the Appointee (and to rely upon the fact that any condition precedent to the exercise of such power has been satisfied and that this Limited Power of Attorney has not been revoked) unless and until an instrument of revocation has been recorded in the Register's Office for the county in which this Limited Power of Attorney is recorded.

This Limited Power of Attorney has been duly authorized by the Board of Directors of the Appointor.

IN WITNESS WHEREOF, the Appointor has caused these presents to be signed in its name by its undersigned officers this 23 day of October, 1992.

Signed in the presence of:

Bankers Trust Company of California,
N.A. as Trustee and/or Custodian, as
aforesaid

Todd Andrew

By: Maury A. Grant

As Its: Assistant Secretary

Devin K. Ingram

Attest: Wally J. Pitt

As Its: Assistant Vice President

(affix corporate seal)

BANKERS3

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CHEK, INC.
Avenue North
Birmingham, AL 35203
322-5008
322-5081
Title Services