

PREPARED BY AND RETURN TO:
KAYT DELBOCCIO/ PAYOFFS
DOVENMUEHLE MORTGAGE, INC.
1501 WOODFIELD ROAD
SCHAUMBURG, IL 60173

Inst # 1995-06201

STATE OF ALABAMA
COUNTY OF SHELBY

03/10/1995-06201
09:51 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 HCB 11.00

LIMITED POWER OF ATTORNEY

CRESCENT BANK AND TRUST COMPANY, a Georgia banking corporation, doing business as "Crescent Mortgage", having an office at Suite 285, The South Terraces, 115 Perimeter Center Place, Atlanta, Georgia 30346 (the "Owner"), hereby constitutes and appoints **DOVENMUEHLE MORTGAGE, INC.**, a Delaware corporation, having its principal place of business at 1501 Woodfield Road, Suite 400 East, Schaumburg, Illinois 60173-4982 ("Subservicer"), as Owner's true and lawful attorney in fact, in Owner's name, place and stead and for Owner's benefit, in connection with all mortgage loans serviced by Subservicer for Owner, for the purposes of performing all acts and executing all documents in the name of Owner necessary and incidental to servicing the said loans, including but not limited to:

1. Acceptance of money due or to become due from borrowers and collection of past due amounts;
2. Those acts necessary to comply with regulations and requirements of the Department of Veterans' Affairs, the United States Department of Housing and Urban Development, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Government National Mortgage Association, and any other governmental entity or state or federal law;
3. Foreclosing delinquent loans; accepting deeds in lieu of foreclosure or otherwise acquiring title to mortgaged properties;
4. Filing or processing claims and accepting claim proceeds from mortgage insurance or loan guarantee claims paid under (i) the National Housing Act of 1949 or (ii) Chapter 37 of Title 38 of the U. S. Code or (iii) policies of private mortgage insurance, and indorsing to the order of Subservicer any checks which are made payable to the Owner;
5. Appearing, litigating and compromising any matter in any court either as plaintiff or defendant, provided however, Subservicer shall not be authorized to commence or defend any proceedings other than foreclosure, bankruptcy and eviction without written consent of Owner;
6. Selling, transferring or disposing of real property acquired through foreclosure or otherwise, and executing all contracts, agreements, deeds, assignments and other instruments necessary to effect any such sale, transfer or disposition and to receive proceeds checks made payable to the order of Subservicer, assigning the right to any deficiency judgment and/or deficiency claim incident to a foreclosure or a defaulted loan;
7. Preparing, executing and delivering satisfactions, cancellations, discharges or full or partial releases of loan; entering into assumption agreements; appointing substitute trustees;
8. Preparing executing and delivering deeds to vest title to properties in the Secretary of Housing & Urban Development of Washington D.C. or the Secretary of Veterans' Affairs, or private mortgage insurance companies;
9. Indorsing to mortgagors checks for insurance refunds, loss draft claims and credit life and disability claim settlements; and
10. Any and all other acts of any kind and nature whatsoever Subservicer finds necessary to service such loans.

Owner further grants to the Subservicer full power and authority to do and perform all acts necessary, in the sole discretion of Subservicer, to carry into effect the powers granted by or under this LIMITED POWER OF ATTORNEY as fully as Owner might or could do, with the same validity as if all and every such act had been herein particularly stated, expressed and especially provided for; and Owner hereby ratifies and confirms all that the Subservicer shall lawfully do or cause to be done by virtue of the powers and authority granted and contemplated hereby.

This limited power of attorney shall be effective as of April 1, 1994 and shall continue in full force and effect until revoked in writing by Owner.

ATTEST:

CRESCENT BANK AND TRUST COMPANY

By:

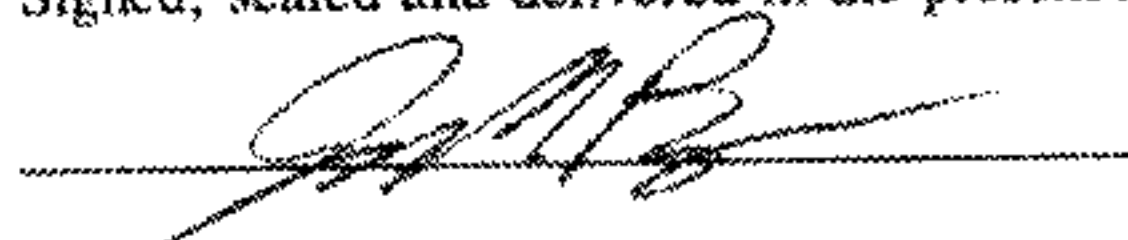
John M. Shellenberger
Assistant Secretary

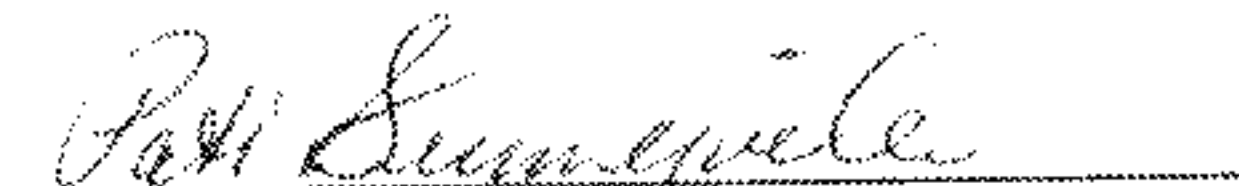
By:

Robert C. Kenknight
Executive Vice President

(Impress corporate seal here)

Signed, sealed and delivered in the presence of:





This instrument prepared by CRESCENT BANK AND TRUST COMPANY. After recording, please return it to Dovenmuehle Mortgage, Inc., 1501 Woodfield Road, Suite 400 East, Schaumburg, Illinois, 60173-4982, Attention: Payoff Department.

STATE OF GEORGIA)
COUNTY OF FULTON) ss.

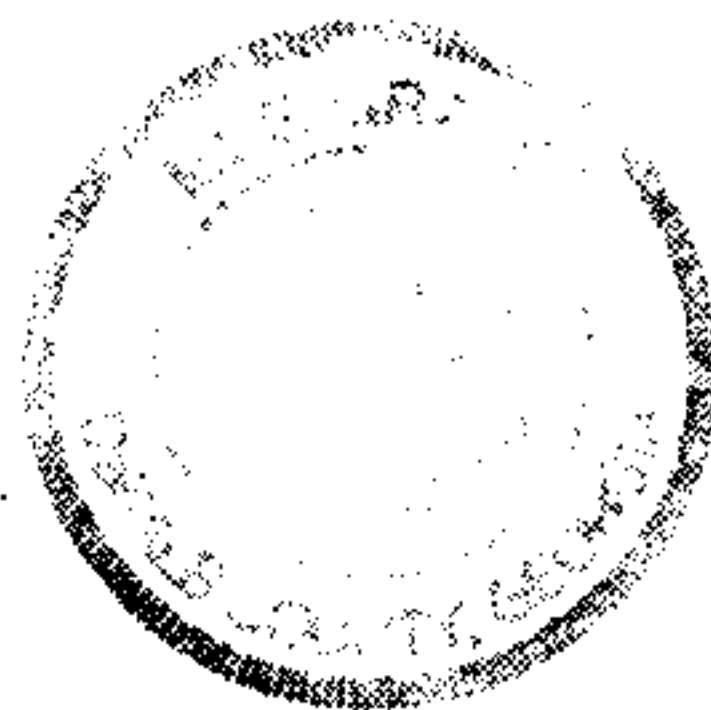
I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Robert C. Kenknight, personally known to me to be the Executive Vice President of CRESCENT BANK AND TRUST COMPANY, a Georgia banking corporation, and John M. Shellenberger, personally known to me to be the Assistant Secretary of said Bank, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth, and the said John M. Shellenberger did also then and there acknowledge that he, as custodian of the corporate seal of said Bank, did affix the same to said instrument as his own free and voluntary act and the free and voluntary act of said Bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 27th day of April, 1994.


Notary Public

My commission expires: 8 10 97

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