

Shelby Co., AL

## LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

THAT MELLON MORTGAGE COMPANY, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF COLORADO, AND HAVING ITS PRINCIPAL OFFICE LOCATED AT 3100 TRAVIS STREET, IN THE CITY OF HOUSTON, STATE OF TEXAS, HATH MADE, CONSTITUTED AND APPOINTED, AND DOES BY THESE PRESENTS MAKE, CONSTITUTE AND APPOINT GMAC MORTGAGE CORPORATION, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, ITS TRUE AND LAWFUL ATTORNEY-IN-FACT, WITH FULL POWER AND AUTHORITY HEREBY CONFERRED IN ITS NAME, PLACE AND STEAD AND FOR ITS USE AND BENEFIT, TO MAKE, SIGN, EXECUTE, ACKNOWLEDGE, DELIVER, FILE FOR RECORD, AND RECORD ANY INSTRUMENT ON ITS BEHALF AND TO PERFORM SUCH OTHER ACT OR ACTS AS MAY BE CUSTOMARILY AND REASONABLY NECESSARY AND APPROPRIATE TO EFFECTUATE THE FOLLOWING ENUMERATED TRANSACTIONS IN RESPECT OF ANY OF THE MORTGAGES OR DEEDS OF TRUST (THE "MORTGAGE LOANS" AND THE "DEED OF TRUST", RESPECTIVELY) FOR WHICH THE RELATED SERVICING RIGHTS ARE TO BE SOLD AND TRANSFERRED BY THE UNDERSIGNED TO GMAC MORTGAGE CORPORATION OF PA PURSUANT TO THE PURCHASE AND SALE AGREEMENT DATED AS OF JULY 1, 1996 BY AND BETWEEN MELLON MORTGAGE COMPANY AND GMAC MORTGAGE CORPORATION OF PA (THE "AGREEMENT")

THIS APPOINTMENT SHALL APPLY TO THE FOLLOWING ENUMERATED TRANSACTIONS ONLY:

1. THE MODIFICATION OR RE-RECORDING OF A MORTGAGE OR DEED OF TRUST, WHERE SAID MODIFICATION OR RE-RECORDING IS 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 AND SAID MODIFICATION OR RE-RECORDING, IN EITHER INSTANCE, DOES NOT ADVERSELY AFFECT THE LIEN OF THE MORTGAGE OR DEED OF TRUST AS INSURED.
2. THE SUBORDINATION OF THE LIEN OF A MORTGAGE OR DEED OF TRUST TO AN EASEMENT IN FAVOR OF A PUBLIC UTILITY INVESTOR OR A GOVERNMENTAL AGENCY OR UNIT WITH POWERS OF EMINENT DOMAIN; THIS SECTION, SHALL INCLUDE THE EXECUTION OF PARTIAL SATISFACTION/RELEASES, PARTIAL RECONVEYANCES OR THE EXECUTION OF REQUESTS TO TRUSTEES TO ACCOMPLISH SAME.
3. WITH RESPECT TO A MORTGAGE OR DEED OF TRUST, THE FORECLOSURE, 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: (i) THE SUBSTITUTION OF TRUSTEE(S) SERVING UNDER A DEED OF TRUST IN ACCORDANCE WITH STATE LAW AND THE DEED OF TRUST; (ii) STATEMENTS OF BREACH OR NON-PERFORMANCE; (iii) NOTICES OF DEFAULT; (iv) NOTICES OF SALES; (v) CANCELLATIONS/RESCISSIONS OF NOTICES OF DEFAULT AND/OR NOTICES OF SALE; (vi) THE TAKING OF A DEED IN LIEU OF FORECLOSURE; (vii) THE ACCEPTANCE OF A SHORT PAYOFF IN LIEU OF FORECLOSURE, AND (viii)

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SUCH OTHER DOCUMENTS AS MAY BE NECESSARY UNDER THE TERMS OF THE MORTGAGE, DEED OF TRUST OR STATE LAW TO EXPEDITIOUSLY COMPLETE SAID TRANSACTIONS.



4. 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.
5. THE COMPLETION OF LOAN ASSUMPTION AGREEMENTS.
6. THE FULL SATISFACTION/RELEASE OF A MORTGAGE OR DEED OF TRUST OR FULL RECONVEYANCES UPON PAYMENT AND DISCHARGE OF ALL SUMS SECURED THEREBY INCLUDING WITHOUT LIMITATION CANCELLATION OF THE RELATED MORTGAGE NOTE.
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. TO RECEIVE, ENDORSE, CASH OR DEPOSIT CHECKS OR OTHER ORDERS OF PAYMENT, PAYABLE TO THE ORDER OF MELLON MORTGAGE COMPANY, AND TO SIGN ITS NAME, PLACE AND STEAD ANY DOCUMENT WHATSOEVER NECESSARY UNDER LAW TO CARRY OUT THE TRANSACTIONS CONTEMPLATED BY THE AGREEMENT AND ONLY WITH RESPECT TO THOSE LOANS SOLD AND TRANSFERRED PURSUANT TO THE TERMS OF THE AGREEMENT.

THE UNDERSIGNED GIVES TO 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 THAT SAID ATTORNEY-IN-FACT SHALL LAWFULLY DO OR CAUSE TO BE DONE BY AUTHORITY HEREOF.

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. THIS LIMITED POWER OF ATTORNEY IS GRANTED AS OF THE 18<sup>th</sup> DAY OF NOVEMBER, 1996. ALL POWERS GRANTED HEREIN SHALL TERMINATE ON SEPTEMBER 1, 1998.

WITNESS:

  
Vicki J. Gilheoly, VICE PRESIDENT  
  
Betsy Short, ASST. SECRETARY

STATE OF TEXAS

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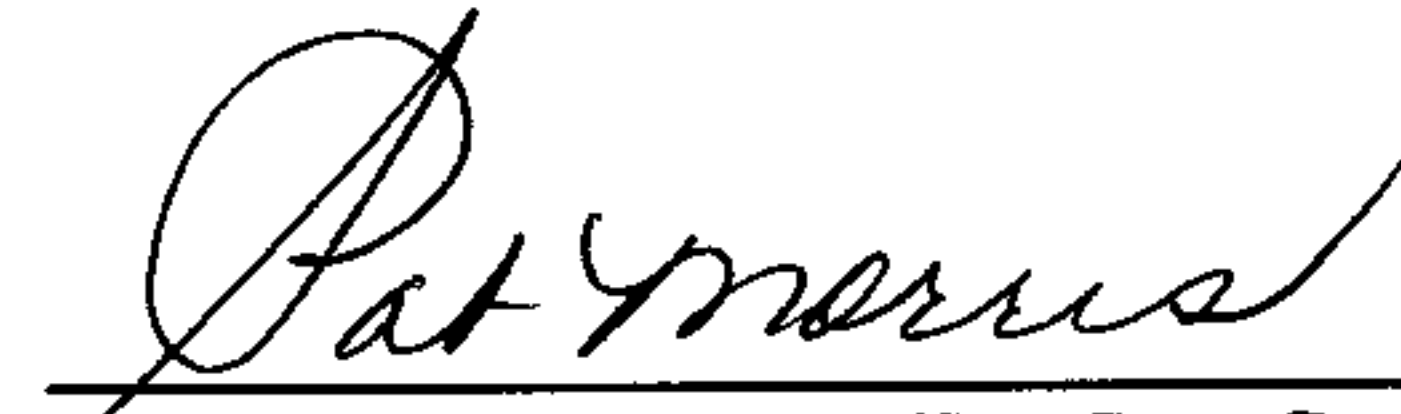
COUNTY OF HARRIS

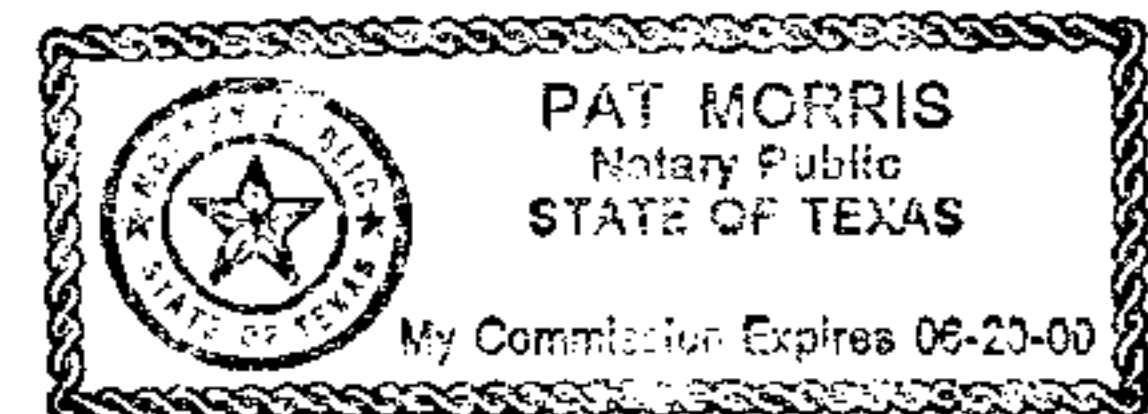
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ON NOVEMBER 18, 1996, BEFORE ME, A NOTARY PUBLIC IN AND FOR THE ABOVE COUNTY AND STATE, PERSONALLY APPEARED VICKI J. GILHOOLY AND BETSY SHORT KNOWN TO BE THE VICE PRESIDENT AND ASSISTANT SECRETARY OF MELLON MORTGAGE COMPANY, THAT THE SEAL AFFIXED TO SAID INSTRUMENT IS THE SEAL OF SAID CORPORATION, AND THAT SAID INSTRUMENT WAS SIGNED AND SEALED ON BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BOARD OF DIRECTORS, AND THEY ACKNOWLEDGED THE EXECUTION OF SAID INSTRUMENT TO BE THE VOLUNTARY ACT AND DEED OF SAID CORPORATION, BY IT VOLUNTARILY EXECUTED.

IN WITNESS WHEREOF, I HAVE HEREUNTO SIGNED MY NAME AND AFFIXED MY NOTARIAL SEAL THE DAY AND YEAR LAST WRITTEN.

  
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NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE  
MY COMMISSION EXPIRES: JUNE 2, 2000



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