

97-050322

Rec Fee 16.00
Check 16.00

RECORDING REQUESTED BY
& WHEN RECORDED, RETURN TO:
Richardson Consulting Grp, Inc.
505 San Marin Dr., #110A
Novato, CA 94945
415-898-7200
INTERNAL: CSUIS-HD3-SAL-WFC
County: Shelby State: AL

Recorded
Official Records
County of
MARIN
JOAN C THAYER
Recorder
8:01am 11-Sep-97

JO 4

Space Above this line reserved for Recording Stamp

DOCUMENT TITLE: LIMITED POWER OF ATTORNEY

Inst # 1997-34253
10/22/1997-34253
10:20 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MEL 16.00

THIS IS CERTIFIED TO BE A TRUE COPY OF THE RECORDS
OF THE MARIN COUNTY RECORDER
DATE ISSUED

DOCUMENT PREPARED BY:
SALOMON BROTHERS REALTY CORP
7 WORLD TRADE CENTER
NY, NY 10048

By: La Verne D. Mitchell
212-240-8269

La Verne D Mitchell

SEP 15 1997

BY Rebe Plung VERIFY

After Recording Return To:
Richardson Consulting Group, Inc.
505-A San Marin Drive, Suite 110
Novato, CA 94945

CSUIS-HD#-SAL-WFC

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, SALOMON BROTHERS REALTY CORP. (the "Owner") is a New York corporation, having an office at 7 World Trade Center, New York, NY 10048; and

WHEREAS, WILSHIRE SERVICING CORPORATION (the "Servicer") is a Nevada corporation, having its principal place of business at 1776 S.W. Madison Street, Portland, OR 97205; and

WHEREAS, Owner owns certain performing and non-performing residential mortgage loans secured by residential mortgages or deeds of trust (the "Loans") and certain real property parcels (the "REO Properties"), which loans were purchased by Owner pursuant to that certain Loan Sale Agreement referred to below (the "Loans and REO Properties").

NOW, THEREFORE, Owner does hereby make, constitute, and appoint Servicer its true and lawful attorney-in-fact to act in the Owner's name, and for the Owner's use and benefit, for the purposes set forth below. This power of attorney is given pursuant to a certain Servicing Agreement by and between Owner and Servicer dated as of July 1, 1997, as may be amended, and pursuant to a certain Loan Sale Agreement by and between Owner and the Department of Housing and Urban Development ("HUD") dated as of September 4, 1996, to which reference is made for the definition of all capitalized terms herein. Said attorney-in-fact is hereby authorized and empowered:

- 1) To conduct all Accepted Servicing Practices, with respect to any Loans and REO Properties.**
- 2) To take any action regarding any foreclosure or bankruptcy actions or other litigation relating to the Loans and REO Properties.**
- 3) To enter into contracts to maintain, repair, preserve, or sell any REO Properties.**
- 4) To execute and deliver deeds, assignments, note endorsements, allonges, bills of sale, other instruments of sale, conveyance, modification, or transfer, releases, satisfactions, notice filings, affidavits of debt, notices of substitute trustee, notices of default, tax declarations, and other statements of filings with any federal, state, municipal, local or other governmental subdivision, department, commission, board, bureau, court, legislature, agency, instrumentality or other governmental authority, together with such endorsements and acknowledgments as may be necessary or appropriate to effect the execution, delivery, conveyance, recordation or filing of any such documents.**

Owner gives and grants to Servicer full power and authority to do all and every act and thing whatsoever requisite and necessary to be done relative to any of the foregoing, as fully to all intents and purposes as Owner might or could do if personally present.

Any and all third parties may rely on a copy of this Limited Power of Attorney, certified as being true and correct, to the same extent as if it were an original, and shall be entitled to rely on a writing signed by the Servicer to establish conclusively the identity of a particular right, power, capacity, asset, liability, obligation, property, loan or commitment of the Owner for all purposes under this Limited Power of Attorney.

Servicer shall not be obligated to furnish bond or other security in connection with its actions hereunder.

Owner hereby authorizes Servicer, by and through any of its respective directors, officers, or member or by any of their other respective employees which are duly authorized by the Servicer to: (i) certify copies of this Limited Power of Attorney; and (ii) certify, deliver and record certified copies and originals of this Limited Power of Attorney.

Nothing contained in this Limited Power of Attorney shall enlarge or limit, or be deemed to enlarge or limit, as between the Owner and the Servicer, the rights or powers of the Owner or the Servicer as are or may be set forth in the Servicing Agreement and Loan Sale Agreement or any other separate agreement between them; provided, however, that the foregoing provision shall not create any duty of inquiry by any third party relying on an original or certified copy of an original of this Limited Power of Attorney, and such third parties shall be entitled to completely rely on the authority of the Servicer, notwithstanding the terms of the Servicing Agreement and Loan Sale Agreement or other separate agreements between the Owner and the Servicer.

The rights, powers, and authority granted in this instrument shall commence and be in full force and effect as of July 1, 1997, and such rights, powers and authority shall remain in full force and effect until 11:59 PM EST on the date three (3) years from the date hereof.

If any provision of the Limited Power of Attorney shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions hereof shall not be affected thereby, and there shall be deemed substituted for the provision at issue a valid and enforceable provision as similar as possible to the provision at issue.

This Limited Power of Attorney shall be governed by and construed in accordance with the laws of the State of New York, without reference to principles of conflicts of laws.

IN WITNESS WHEREOF, the undersigned has executed this Limited Power of Attorney as of this 3 day of July, 1997.

Witness:


S. Richardson

[SEAL]

ATTEST:



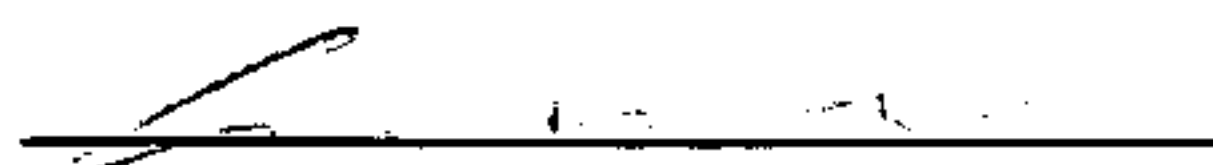
By: La Verne D. Mitchell

Title: Assistant Secretary

LIMITED POWER OF ATTORNEY2.doc

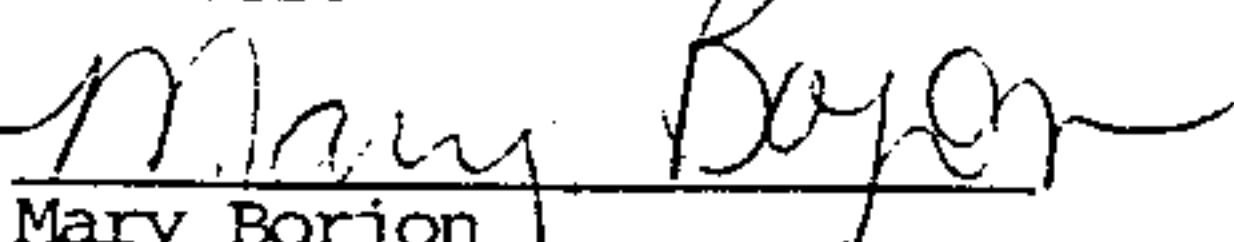
HUD 3 Loans

SALOMON BROTHERS REALTY CORP.


By: Gregory Petroski

Title: Authorized Agent

Witness:


Mary Borjon

STATE OF NEW YORK)

COUNTY OF NEW YORK)

On the 31 day of July 1997, before me, a Notary Public in and for said State, personally appeared Gregory P. Petroski, known to me to be an Authorized Agent of Salomon Brothers Realty Corp.,* the company that executed the within instrument and also known to me to be the person who executed it on behalf of said company, and acknowledged to me that such company executed the within instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Azusa T. Tice
Notary Public Azusa T. Tice

[SEAL]

AZUSA T. TICE
Notary Public, State of New York
No. 01T15064622
Qualified in New York County
Commission Expires Aug. 26, 1998

*whose address is 7 World Trade Center, New York, NY 10048

Inst # 1997-34253

10/22/1997-34253
10:20 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 NEL 16.00