

## **LIMITED POWER OF ATTORNEY**

### ***KNOW ALL MEN BY THESE PRESENTS:***

That Crestar Mortgage Corporation, 901 Semmes Avenue, Richmond, VA 23285 hath made, constituted and appointed, and does by these presents make, constitute and appoint GMAC Mortgage Corporation, 1301 Office Center Drive, Fort Washington, PA 19034, 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 to 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 "Mortgages" and the "Deeds of Trust," respectively) creating a trust or second lien or an estate in fee simple interest in real property securing a Revolving Credit Line of Credit or Promissory Notes (the "Mortgage Notes") and for which GMAC Mortgage Corporation is acting as servicer pursuant to an Agreement dated as of October 1, 1997 (the "Servicing 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 the 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. Any subordination of the lien of a Mortgage or Deed of Trust, including but not limited to a request by a first mortgagee, a refinance, to an easement in favor of a public utility company or 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 of requests to trustees to accomplish same.
3. 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. Statements of breach for non-performance;
  - c. Notices of default;
  - d. Cancellations/rescissions of notices of default and/or notices of sale;
  - e. The taking of a deed in lieu of foreclosure; and
  - f. Such other documents and actions 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 the real estate owned.
5. The completion of loan assumption agreements.

**04/28/1998-15130**  
**09:24 AM CERTIFIED**  
**SHELBY COUNTY JUDGE OF PROBATE**

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6. The full satisfaction/release of a Mortgage or Deed of Trust and the related Mortgage Note, in connection with the repayment of the Mortgage Note secured and evidenced thereby.
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 endorsement of the related Mortgage Note.
8. Approving Revolving Credit Line increases and/or Revolving Credit Line decreases and modification of the terms of the Mortgage Notes, Deeds of Trust and/or Mortgages.

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 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 that it has not been revoked unless an instrument of revocation has been made in writing by the undersigned.

EXECUTION DATE OCTOBER 1, 1997

*Corporate Seal*

**Attest: Crestar Mortgage Corporation  
901 SEMMES AVENUE  
RICHMOND, VA 23285-5131**

  
SHELIA ROSE, SENIOR VICE PRESIDENT

STATE OF VA )  
 ) ss  
TOWN OF RICHMOND )

On April 8, 1998, before me, a Notary Public in and for the TOWN of RICHMOND, State of VA, personally appeared SHELIA ROSE to me personally known to be Senior Vice President of said Corporation; 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 acknowledge the execution of said instrument to be the voluntary act and deed of said CRESTAR Mortgage, 901 Semmes Avenue, Richmond, VA 23285 by it voluntarily executed.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed my Notarial Seal the day and year last written.

Christine L. COOK

Inst # 1998-15130

Notary Public in and for said County and State Henrico, VA  
My Commission expires: 3-31-01

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