

Recording Requested By and Return To:  
Homecomings Financial Network  
PO Box 7546  
Attn: CLS-SAT Dept  
Ft. Washington, PA 19034-9208

Inst # 1998-45472

11/16/1998-45472  
01:55 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 SNA 13.50

Limited Power of Attorney

KNOW ALL MEN BY THESE PREMISES:

That The Chase Manhattan Bank, (successor in interest to The Chase Manhattan Bank, N.A.) as Indenture Trustee, (the "Trustee") under the Indentures (the "Indentures") among Home Equity Loan Trust and the Trustee and their related Servicing Agreements (the "Agreements") among Residential Funding Corporation and the Trustee, a New York State Banking Corporation organized and existing under the laws of the State of New York, and having an office located at 450 West 33rd Street, in the City of New York, State of New York, hath made, constituted and appointed, and does by these presents make, constitute and appoint Residential Funding Corporation, a corporation organized and existing under the laws of the State of Delaware, 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 Loan and promissory notes secured thereby (the "Mortgage Notes") for which the undersigned is acting as Trustee or Indenture Trustee for various certificateholders (whether the undersigned is named therein as mortgagee or beneficiary or has become mortgagee by virtue of indorsement of the Mortgage Note secured by any such Mortgage or Deed of Trust) and for which Residential Funding Corporation is acting as master servicer.

This appointment shall apply only to transactions which the Trustee is authorized to enter into under the Indentures and the Agreements, but in no event shall apply to any transactions other than the following enumerated transactions:

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 company or a government agency or unit with powers of eminent domain; this section shall

**RECORD FIRST**

*Shelby, AL*

include, without limitation, the execution of partial satisfaction/releases, partial reconveyances or the execution of requests to trustees to accomplish same.

3. The qualified subordination of the lien of a Mortgage or Deed of Trust to a lien of a creditor that is created in connection with the refinancing of a debt secured by a lien that was superior to the lien of the Mortgage or Deed of Trust.
4. 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 or 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.
5. 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.
6. The completion of loan assumption agreements.
7. The full satisfaction/release of a Mortgage or Deed of Trust or full reconveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.
8. The assignment of any Mortgage or Deed of Trust and the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby pursuant to the requirements of a Residential Funding Corporation Seller Contract, including, with limitation, by reason of conversion of an adjustable rate mortgage loan from a variable rate to a fixed rate.
9. 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.

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 of powers granted by or under this Limited Power of Attorney as fully as the undersigned might or could do, and

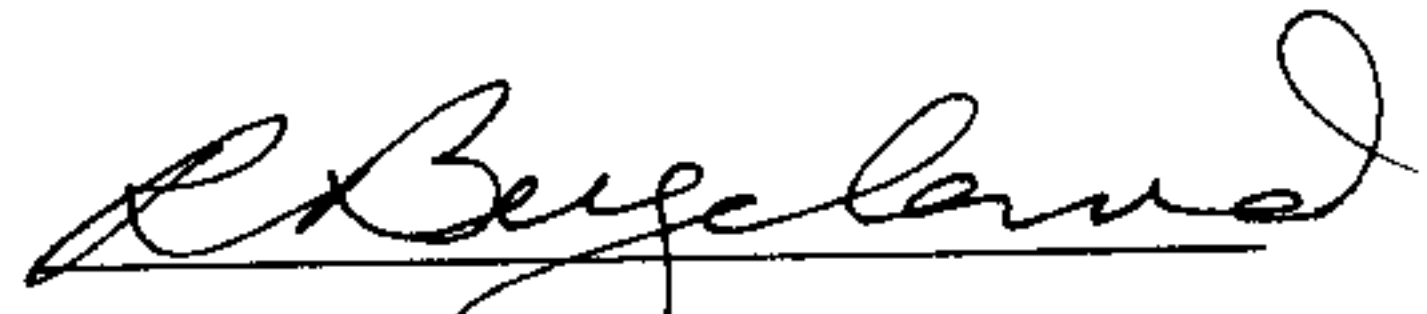
hereby does ratify and confirm to all that said Attorney-in-Fact shall lawfully do or cause to be done by authority hereof.

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.

The Chase Manhattan Bank, not in its individual capacity, by solely as Indenture Trustee under the Agreements and the Indentures



Name: Mark McDermott  
Title: Trust Officer



Name: R. Bergeland  
Title: Vice President


STATE OF NEW YORK )

SS.

COUNTY OF NEW YORK )

On this October 13<sup>th</sup>, 1998, before me the undersigned, Notary Public of said State, personally appeared R. Bergeland and Mark McDermott, personally known to me to be duly authorized officers of The Chase Manhattan Bank that executed the within instrument and personally known to me to be the persons who executed the within instrument on behalf of The Chase Manhattan Bank therein named, and acknowledged to me such The Chase Manhattan Bank executed the within instrument pursuant to its by-laws.

WITNESS my hand and official seal.

  
Notary Public in and for the state of New York

Inst # 1998-45472

KRISTEN W. DRISCOLL  
Notary Public, State of New York  
No. 01DR6003688  
Qualified in New York County  
Commission Expires March 9, 2000

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