

LIMITED POWER OF ATTORNEY

Shelby County, AL
PORT 503

KNOW ALL MEN BY THESE PRESENTS, that The Chase Manhattan Bank, a New York banking corporation having a place of business at 450 W. 33rd Street, New York, NY 10001, as Trustee ("Trustee") under the Sub-Servicing Agreement dated as of February 1, 1997 among Access Financial Lending Corp. as Master Servicer, LSI Financial Group as Sub-Servicer ("Sub-Servicer") and the Trustee relating to Access Financial Mortgage Loan Trust 1997-1 ("Agreement") does by these presents make, constitute and appoint the Sub-Servicer 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 ("Mortgages" and "Deeds of Trust" respectively) and promissory notes secured thereby ("Mortgage Notes") for which the undersigned is acting as Trustee for various certificateholders (whether the undersigned is named therein as mortgagee or beneficiary or has become mortgagee by virtue of endorsement of the Mortgage Note secured by any such Mortgage or Deed of Trust) and for which LSI Financial Group is acting as Sub-Servicer.

This appointment shall apply to the following enumerated transactions only:

1. The modification or re-recording of a Mortgage or Deed of Trust in accordance with the Servicing Standards defined in the Agreement and the Agreement referenced above.
2. The subordination of the lien of a Mortgage or Deed of Trust, including, without limitation, the execution of partial satisfactions/releases, partial reconveyances or the execution or 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 nonjudicial 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 to effect any sale, transfer or disposition and to assign the right to any deficiency judgment and/or deficiency claim incident to a foreclosure or defaulted loan.
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 completion of insurance loss draft endorsements.
7. The full satisfaction/release of a Mortgage or Deed of Trust or full conveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.

Not # 1999-04012
01/29/1999-04012
10:50 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

002 DLH 11.00

1999-04012

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 including, without 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 assignment 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 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 has not been revoked unless an instrument or revocation has been made in writing by the undersigned.

IN WITNESS WHEREOF, The Chase Manhattan Bank, as Trustee for Access Financial Mortgage Loan Trust 1997-1 has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by its duly elected and authorized persons identified herein this 17th day of December 1998


Witness


Witness

RETURN TO:
LSI FINANCIAL GROUP
ATTN: BETTY BYINGTON
17500 CHENAL PARKWAY
ARKSYS SUITE 200
LITTLE ROCK AR 72223

STATE OF NEW YORK
COUNTY OF NEW YORK

On 12/17/98 before me, the undersigned, a Notary Public in and for said state, personally appeared Cynthia Kerpen, a Assistant Vice President of The Chase Manhattan Bank, as Trustee for Access Financial Mortgage Loan Trust 1997-1, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed that same in hi/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted and executed the instrument.

Witness my hand and official seal.

(SEAL)

THE CHASE MANHATTAN BANK,
AS TRUSTEE OF THE
ACCESS FINANCIAL
MORTGAGE LOAN TRUST 1997-1

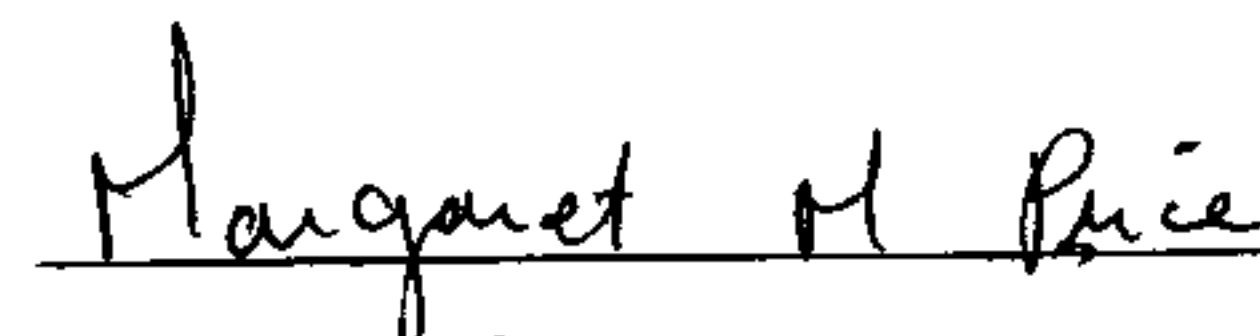
By: 
Name: Cynthia Kerpen
Title: Assistant Vice President


1999-04012

1999-04012
10:50 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

ONE DLH 11.00



MARGARET M. PRICE
Notary Public, State of New York
No. 
Qualified in Kings County
Commission Expires April 22, 1999

Inst # 1999-04012