



Norwest Bank Minnesota, N.A.  
11000 Broken Land Parkway  
Columbia, Maryland 21044-3862  
410/884-2000

Inst # 1999-13236

03/30/1999-13236

11:42 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

004 CRH 16.00

WHEN RECORDED MAIL TO:

Advanta Mortgage Corp. USA  
Attn: REO Department  
10790 Rancho Bernardo Road  
San Diego, CA 92127

### LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That **NORWEST BANK MINNESOTA, N.A.**, 11000 Broken Land Parkway, Columbia, Maryland 21044, as Trustee (the "Trustee"), under a Pooling and Servicing Agreement among **Advanta Mortgage Corp. USA** and the Trustee, constitutes and appoints **Advanta Mortgage Corp. USA, 10790 Rancho Bernardo Road, San Diego, CA 92127**, its true and lawful Attorney-in-Fact, with only such power and authority, to the extent of the terms and conditions of the Pooling and Servicing Agreement, as is expressly enumerated and 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 such instruments in its behalf and to perform such other acts or acts as may be customarily and reasonably necessary and appropriate to effectuate the following enumerated transactions as the same may relate to a mortgage or deed of trust and mortgage notes secured thereby for which the undersigned is acting as Trustee for various certificate holders (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 serviced for the undersigned by said Attorney-in-Fact.

This appointment shall apply to the following transactions only:

1. The modification or rerecording of a mortgage or deed of trust at its own instance or at the request of the title company that insured the mortgage or deed of trust, where said modification or rerecording 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 the insurance thereof and said modification or rerecording, 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 governmental agency or unit with powers of eminent domain; this section shall not extend to the execution of partial satisfactions/releases, partial reconveyance or the execution of requests to trustees to accomplish same;
3. The subordination of the lien of a mortgage or deed of trust to a first mortgage or first deed of trust;

4. The commencement and completion of judicial and non-judicial foreclosure proceedings, cancellation or rescission of same relating to a mortgage or deed of trust, including, and/or but not limited to:

- a. The substitution of trustee(s) serving under a deed of trust in accordance with state law and deed of trust;
- b. Statements of Breach or Non-Performance;
- c. Notices of Default;
- d. Notices of Sale;
- e. Cancellations/Rescissions of Notices of Default and/or Notices of Sale;
- f. Such other documents as may be necessary under the terms of the mortgage, deed of trust or state law to expeditiously complete said transactions;

provided, however, that the authority to enter into on behalf of Norwest Bank any judgment, settlement or decree for a certain sum payable by us is expressly reserved by us and is not delegated by this Limited Power of Attorney.

5. The full satisfaction/release of a mortgage (or assignment of Mortgage without recourse) or requests to a trustee for a full reconveyance upon payment and discharge of all sums secured thereby; this section shall not extend to the execution of partial satisfactions/releases, partial reconveyance or the execution of requests to trustees to accomplish same.

6. The endorsement of checks, notes, drafts and other evidences of payment made payable to Trustee for the benefit of the Trust or Collection Account, representing payments on accounts in the name of Trustee in its capacity as Trustee on behalf of the Trust.

7. The execution of deeds, assignments, transfers, tax declarations, certificates and any other documents or instruments which are necessary or appropriate for the sale, disposition or liquidation of real property acquired by the Trustee, in its capacity as Trustee on behalf of the Trust, either by foreclosure or by deed-in-lieu of foreclosure.

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 requisite, necessary and proper to carry into effect the express power or powers granted by or under this Limited Power of Attorney as fully, to all intents and purposes, as the undersigned might or could do, and hereby does ratify and confirm all that said Attorney-in-Fact shall lawfully do or cause to be done by authority hereof.

**SIGNATURES ON FOLLOWING PAGE**

NORWEST BANK MINNESOTA, N.A.

Witness:

  
Diane E. TenHoop, V.P.

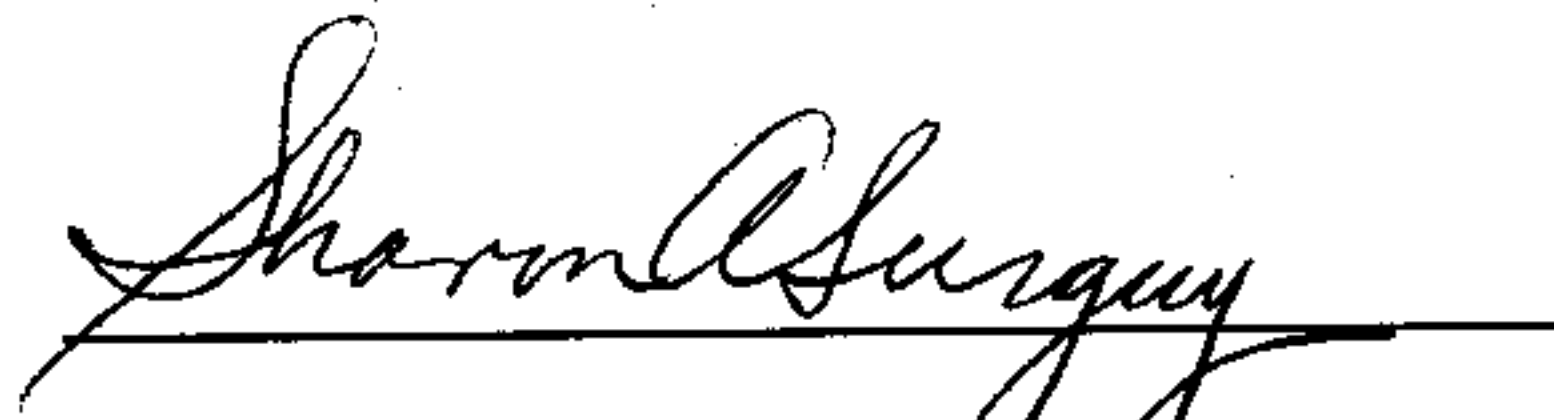
  
Edward M. Frore, Jr., Assistant Secretary

State of Maryland  
County of Howard

SHARON A. SURGUY  
NOTARY

On December 7, 1998, before me, \_\_\_\_\_, personally appeared Diane E. TenHoop, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that ~~he~~ she executed the same in ~~his~~ her authorized capacity, and that by ~~his~~ her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

  
Sharon A. Surguy  
Notary  
My Commission Expires 8/1/2002

## ADVANTA MORTGAGE CORP. USA

### Secretary's Certificate

The undersigned, Assistant Secretary of Advanta Mortgage Corp. USA, a Delaware corporation, does hereby certify that the following resolution was duly adopted by unanimous consent in writing of the Board of Directors dated December 14, 1998, and remains in full force and effect:

#### **SALE OF REAL PROPERTY**

RESOLVED, that Carl W. Forsythe, President and Chief Executive Officer, Walter N. Carter, Executive Vice President, Michael G. Muir, Chief Credit Officer (effective November 9, 1998), Mark Casale, Senior Vice President, John Crisler, Senior Vice President, William P. Garland, Senior Vice President, William D. Kaiser, Senior Vice President, Laura J. Swartz, Senior Vice President, James Baker, Vice President, JoAnn Dolan, Vice President and Assistant Secretary, Mark Dunsheath, Vice President and Treasurer, Donald Griffin, Vice President and Assistant Secretary, John Holler, Vice President and Assistant Secretary, Lucia Johnson, Vice President and Assistant Secretary, Stephen L. Niles, Vice President, David E. Plante, Vice President, Stanley W. Saunders, Vice President and Nancy Schaefer, Vice President be and they hereby are authorized to sell residential real estate owned or serviced by the Corporation at a price and on terms as may be approved by the officer executing final sale documents, such approval to be conclusively evidenced by such officer's execution and delivery thereof.

Dated: 2/25/99

  
Assistant Secretary

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