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OFB Loan #: 89077143
POA Loan #: 1701

Inst # 2001-05503

02/16/2001-05503
09:54 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 CJ1 20.00

Document Title

LIMITED POWER OF ATTORNEY

SHELBY, AL

Name of Grantor/Assignor: EMPIRE FUNDING CORPORATION

Name of Grantee/Assignee: OCWEN FEDERAL BANK, FSB

**PLEASE DO NOT REMOVE THIS COVER PAGE. THIS IS PART OF THE
DOCUMENT. THIS IS PAGE ONE OF THE LIMITED POWER OF ATTORNEY.
PLEASE PROVIDE RECORDING INFORMATION ON THIS PAGE.**

IRREVOCABLE SPECIAL & LIMITED POWER OF ATTORNEY
from EMPIRE FUNDING CORP.
in favor of OCWEN FEDERAL BANK FSB

POA#: 1701

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Second Amended and Restated Asset Purchase Agreement (the "Purchase Agreement") between Empire Funding Corp., Debtor in Possession pursuant to that certain case number 00-11478-FM, United States Bankruptcy Court for the Western District of Texas, as seller (the "Seller"), and Ocwen Federal Bank FSB, as the buyer (the "Buyer"), provides for the sale and transfer by the Seller to the Buyer of certain assets.

NOW, THEREFORE, Empire Funding Corp, as Seller (hereinafter referred to as "Principal"), acting through its duly authorized officer Richard N. Steed, as the President of the Principal, DOES HEREBY:

1. Constitute and appoint each Officer as designated:

♦ Ronald Faris	Executive Vice President
♦ Scott Conradson	Sr. Vice President
♦ Arthur Castner	Vice President
♦ Scott Anderson	Vice President
♦ Margie Rotundo	Director
♦ Brian Vanscoy	Sr. Manager
♦ Teresa Bratcher	Manager
♦ Stephanie Stoloff	Manager
♦ Karen Kettle	Sr. Supervisor
♦ Vicki Pruitt	Supervisor

as a true and lawful attorney for Principal (but only for the purposes set forth herein);

2. Authorize and empower Attorney, for and in the name and stead of Principal, as the Seller, to perform the following:

- (a) endorse, negotiate, deliver and deposit any check, draft, money order, or other form of payment instrument payable to Principal and tendered as payment on any Mortgage Loan or any Loan derived from a Mortgage Loan;
- (b) Endorse, execute, seal, acknowledge, deliver and file (including, without limitation, the recording or filing of such documents or instruments with the appropriate public officials or appropriate parties), the following:

(1) Any and all documents or instruments (i) to assign any Mortgage or endorse any promissory note for the Mortgage Loan to the Buyer, (ii) to maintain and protect the validity, priority and value of the lien and security interest created by any Mortgage on the related Mortgaged Property for the Mortgage Loan or any portion thereof, including without limitation the notification of any property tax authorities and any casualty or mortgage insurers with respect to such mortgaged property and the Mortgage Loan, (iii) to represent the interests of, and act on behalf of, the owner of the Mortgage Loan in connection with the default, collection, liquidation or foreclosure of any such Mortgage Loan and the related mortgaged property, the bankruptcy of the related borrower or any lawsuit or legal proceeding involving the related mortgaged property, and (iv) to appoint any successor or substitute trustee under a Mortgage that consists of a deed of trust;

(2) any and all modifications, waivers, assumptions or amendments to any Mortgage, promissory note or any other documents related to the Mortgage Loan;

(3) any and all documents, instruments or agreements for subordination or forbearance of the Mortgage Loan or the related Mortgage; and

(4) Any and all instruments of satisfaction, release of lien or cancellation, or of partial or full release or discharge, and all other comparable instruments with respect to any Mortgage or the related mortgaged property for the Mortgage Loan;

provided, however, that each of the foregoing are necessary or appropriate pursuant to the ordinary course of loan servicing, including the transfer of the Seller's ownership interest in the Purchased Assets; and

3. Further authorize and empower each such Attorney, for and in the name and stead of Principal, to (a) file and record, if necessary, this Limited Power of Attorney with the appropriate public officials to effect the transfer; and (b) appoint and name such substitute attorneys with all authority and powers hereunder, provided that such substitute attorneys are duly elected and qualified officers of Buyer, and such appointment is made by written instrument.

Principal covenants and grants to the Attorneys full authority and power to execute any documents and instruments and to do and perform any act that is necessary or appropriate to effect the intent and purposes of the foregoing authority and powers as set forth in the preceding paragraph. Principal further ratifies and confirms each act that the Attorneys shall lawfully do or cause to be done in accordance with the authority and powers granted hereunder. The foregoing authority and powers shall not be deemed breached by reason of any action or omission of any Attorneys.

Without actual written notice to the contrary, any person may rely on authorities and powers granted hereunder and any actions of the Attorneys taken pursuant to such authorities and powers as the valid, binding and enforceable actions of Principal, and that all conditions hereunder to the exercise of such actions by the Attorneys have been completed and are satisfied.

This Power of Attorney is irrevocable by Principal.

IN WITNESS WHEREOF, Principal has caused this instrument to be signed by its duly authorized officer as of November 10, 2000.

EMPIRE FUNDING CORP., Debtor in Possession,
as Seller and Principal

[Signature]
Witness: Goretti Cervantes

[Signature]
Witness: Liesl M. Linglion

By: [Signature]
Name: Richard N. Steed
Title: President

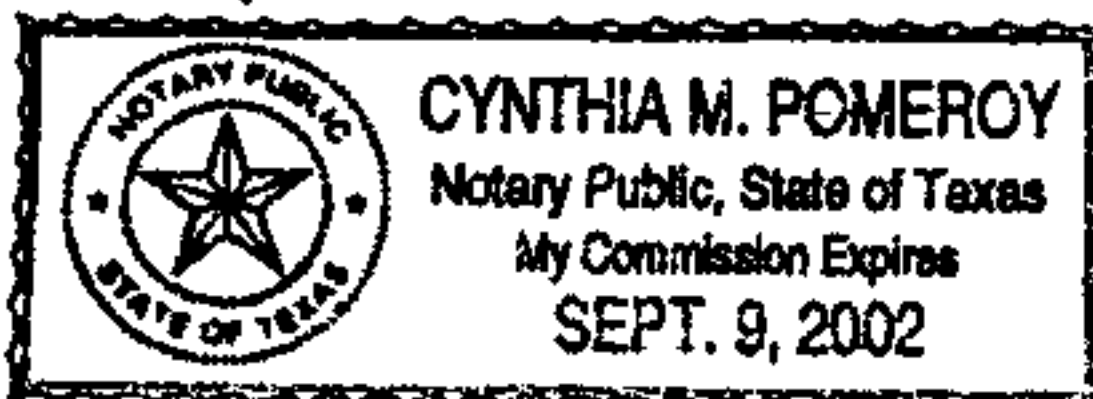
STATE OF Texas §
COUNTY OF Travis §

On the 10th day of November, 2000, before me personally appeared the above-named Richard N. Steed, on behalf of Empire Funding Corp., Debtor in Possession, as Seller, to me known and known by me to be the President of said corporation, and acknowledged said instrument so executed to be his free act and deed in said capacity and the free act and deed of said corporation.

My commission expires:

Sept. 9, 2002

[Signature]
Notary Public



Prepared & Requested by Daniel Degolyer
of Ocwen Federal Bank at 1665 Palm
Beach Lakes, W. Palm Beach, FL 33401
When Recorded Mail to: **OFB**
Optima is.com @ 1920 Main St #450,
Irvine, CA 92614



I hereby certify this document to be a true,
correct and complete copy of the record
filed in my office. Dated this 7 day
of December 2000.
By [Signature]
Deputy Clerk

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