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Shelby Cnty Judge of Probate, AL
08/18/2003 16:20:00 FILED/CERTIFIED

LIMITED POWER OF ATTORNEY

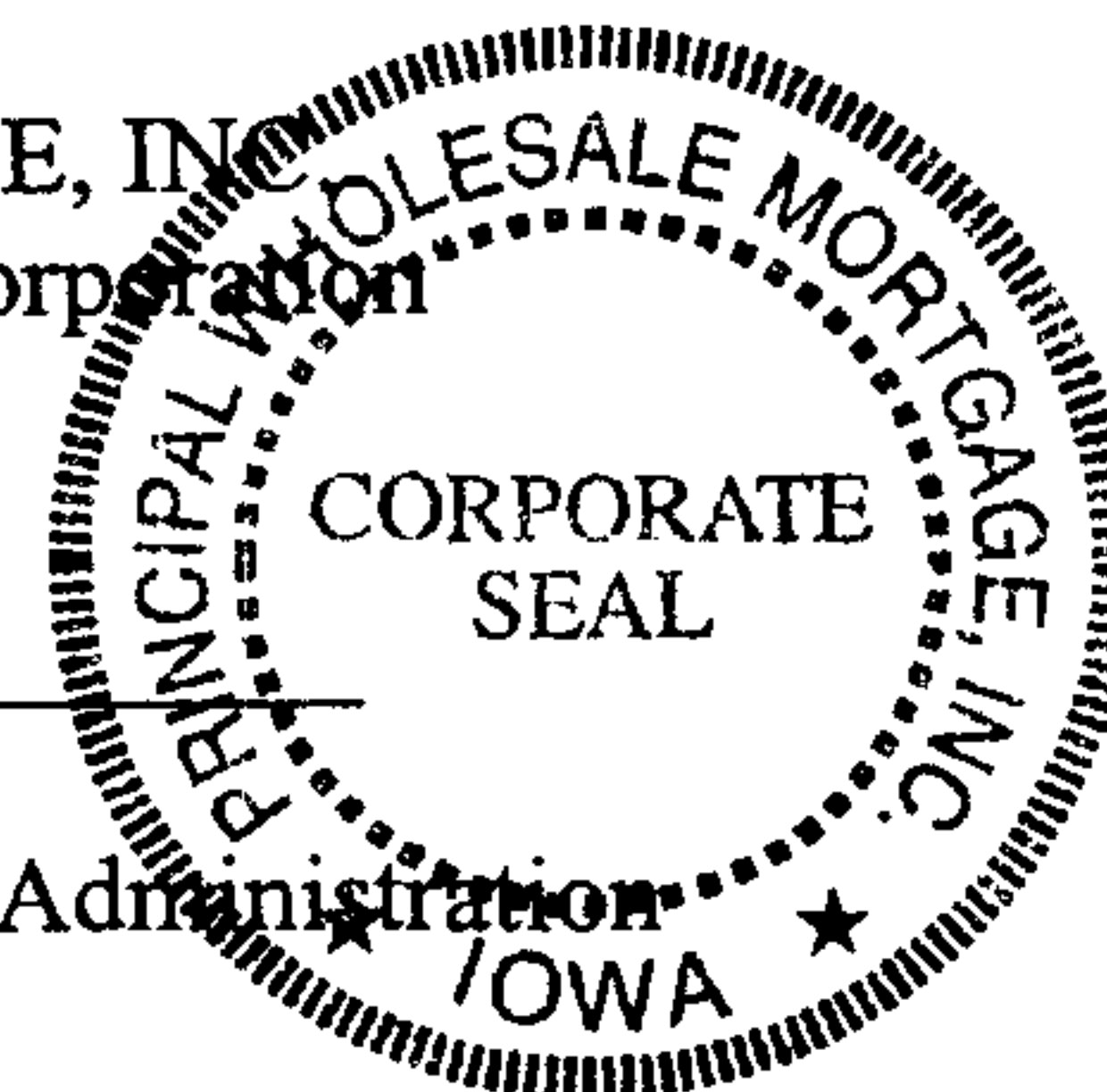
TO WHOM IT MAY CONCERN: The undersigned, Principal Wholesale Mortgage, Inc. formerly known as Reliastar Mortgage Corporation, Principal Residential Mortgage, Inc., and Principal Life Insurance Company formerly known as Principal Mutual Life Insurance Company (collectively referred to herein as "Principal") do hereby authorize and irrevocably appoint any of the shareholders of Sirote & Permutt, P.C. ("Agent") as the true and lawful attorney-in-fact and agent of Principal for the sole purpose of executing in the name of and for Principal any warranty deeds transferring residential real property located in the State of Alabama from Principal to Federal National Mortgage Association (FANNIE MAE), Federal Home Loan Mortgage Corporation (FREDDIE MAC), the Secretary of Housing and Urban Development, his successors and assigns (HUD), and/or the Secretary of Veterans Affairs, an Officer of the United States of America, his/her successors and/or assigns (VA), and otherwise to perform any act on behalf of Principal relating to the matters set forth above.

This Limited Power of Attorney shall expire at the close of business on January 31, 2004.

IN WITNESS WHEREOF, the undersigned, by and through their duly authorized officers, have caused this Limited Power of Attorney to be executed on this 30 day of January, 2001.

PRINCIPAL WHOLESALE MORTGAGE, INC.
formerly known as Reliastar Mortgage Corporation


By: E. A. Hummel
Its Vice President and Secretary, Default Administration



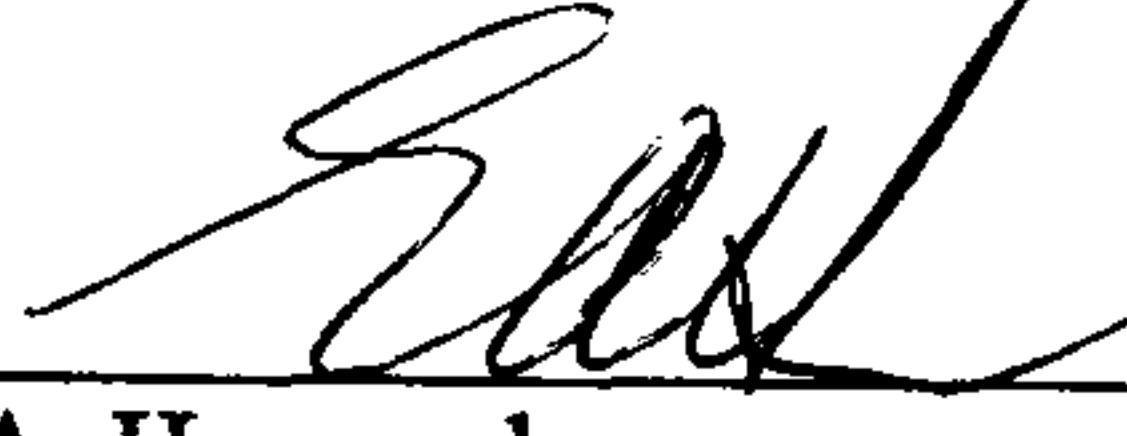
PRINCIPAL RESIDENTIAL MORTGAGE, INC.


By: E. A. Hummel
Its Vice President and Secretary, Default Administration

PRINCIPAL LIFE INSURANCE COMPANY
formerly known as Principal Mutual Life Insurance Company



By: S. K. Olson
Its Second Vice President and Secretary, Loan Administration



By: E. A. Hummel
Its Associate Director and Secretary, Default Administration

STATE OF IOWA)

COUNTY OF POLK)

I, the undersigned, a Notary Public in and for said county and in said state, hereby certify that **E. A. Hummel**, whose name as Vice President and Secretary, Default Administration of **Principal Wholesale Mortgage, Inc.** is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Subscribed and sworn to before me on this 30 day of January, 2001.



Notary Public

My Commission Expires:



STATE OF IOWA)

COUNTY OF POLK)

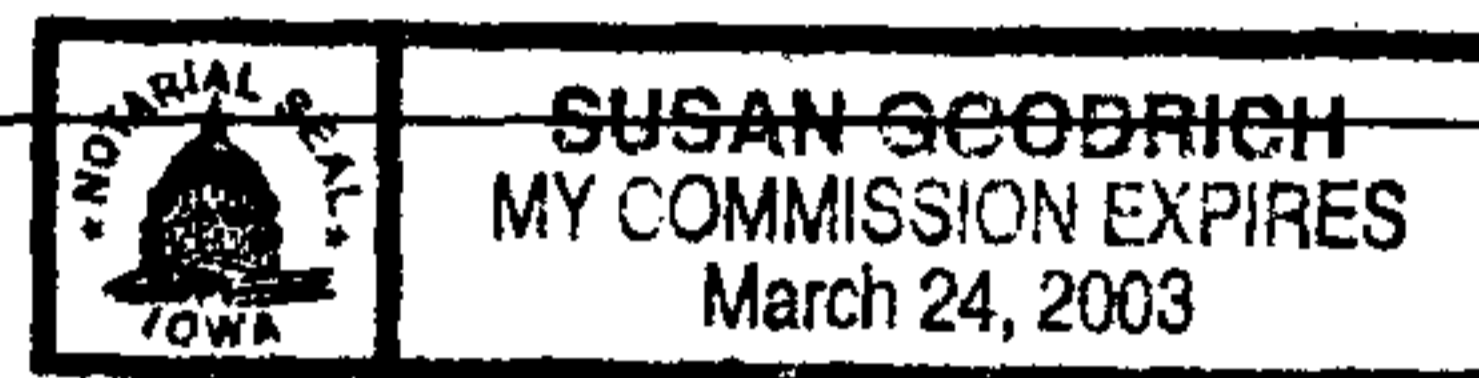
I, the undersigned, a Notary Public in and for said county and in said state, hereby certify that **E. A. Hummel**, whose name as Vice President and Secretary, Default Administration of **Principal Residential Mortgage, Inc.** is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Subscribed and sworn to before me on this 30 day of January, 2001.

Susan Goodrich

Notary Public

My Commission Expires:



STATE OF IOWA)

COUNTY OF POLK)

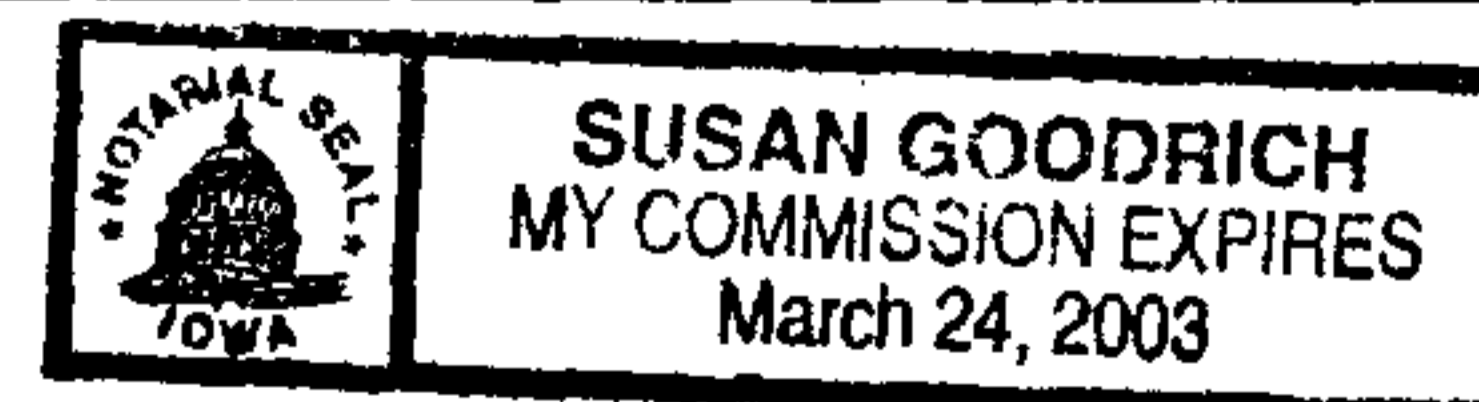
I, the undersigned, a Notary Public in and for said county and in said state, hereby certify that **S. K. Olson**, whose name as Second Vice President and Secretary, Loan Administration of **Principal Life Insurance Company** is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Subscribed and sworn to before me on this 30 day of January 2001.

Susan Goodrich

Notary Public

My Commission Expires:



STATE OF IOWA)

COUNTY OF POLK)

I, the undersigned, a Notary Public in and for said county and in said state, hereby certify that **E. A. Hummel**, whose name as Associate Director and Secretary, Default Administration of **Principal Life Insurance Company** is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Subscribed and sworn to before me on this 30 day of January, 2001.

Susan Goodrich

Notary Public

My Commission Expires:



AGREEMENT FOR SIGNING AUTHORITY

MERSCORP, INC. ("MERS") and its subsidiary, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., Principal Residential Mortgage, Inc. ("Member") and Sirote and Permutt ("Law Firm") hereby agree as follows:

1. The purpose of this Agreement is to define the rights and obligations of the parties when an officer of the Law Firm executes documents as an officer of MERS for the purposes of foreclosing on a mortgage loan that is registered on the MERS® System and shown on the MERS® System to be serviced by Member.
2. The parties acknowledge that Principal Residential Mortgage, Inc. is a member of MERS, and has signed an agreement of membership that is incorporated herein by reference. Member has entered into a separate contract with the Law Firm to perform certain obligations of foreclosing mortgage loans on mortgages that are serviced by Member. References herein to "mortgage(s)" and "mortgagee of record" shall include deed(s) of trust and beneficiary under a deed of trust, respectively, and any other form of security instrument under applicable state law.
3. The parties further acknowledge that Mortgage Electronic Registration System, Inc. may be the mortgagee of record on mortgages that Member instructs the Law Firm to foreclose upon. Therefore, in order for the Law Firm to perform its contractual duties to Member, MERS by corporate resolution will grant employees of the Law Firm the limited authority to sign all necessary documents and act on behalf of MERS in performing said foreclosures. Such authority is set forth in the attached form of corporate resolution, which is made a part of this Agreement.
4. The parties agree that Member will provide all necessary information and instructions to the Law Firm to foreclose upon mortgage loans where Mortgage Electronic Registration Systems, Inc. acts as the mortgagee of record. All parties agree that MERS and Mortgage Electronic Registration Systems, Inc. are not responsible for the accuracy of any information provided by Member to the Law Firm, or any information entered into the MERS® System by or on behalf of Member. Any problems regarding the information or instructions between Member and Law Firm must be resolved between those two parties.
5. Member and Law Firm agree to indemnify and hold harmless MERS and Mortgage Electronic Registration Systems, Inc. ("MERS Party"), and any employee, director, officer, agent or affiliate of MERS Party from and against any and all third-party claims, losses, penalties, fines, forfeitures, reasonable attorney fees and related costs, judgments, and any other costs, fees and expenses that result from the negligence, errors and omissions, breach of confidentiality or willful misconduct of the Law Firm in foreclosing on mortgage loans where Mortgage Electronic Registration Systems, Inc. is the mortgagee of record.

6. The Law Firm shall maintain appropriate insurance coverage that shall include coverage for any negligence, errors and omissions or willful misconduct of all employees authorized to sign releases as officers of Mortgage Electronic Registration Systems, Inc.
7. Upon termination of the contract between Member and the Law Firm, this agreement shall concurrently terminate and the corporate resolution shall be revoked at such time.
8. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to its choice of law provisions.

The parties have executed this Agreement intending to be bound as of the dates indicated below.

MERSCORP, INC.

By: 

Title: Senior Vice President

Dated: William C. Hultman

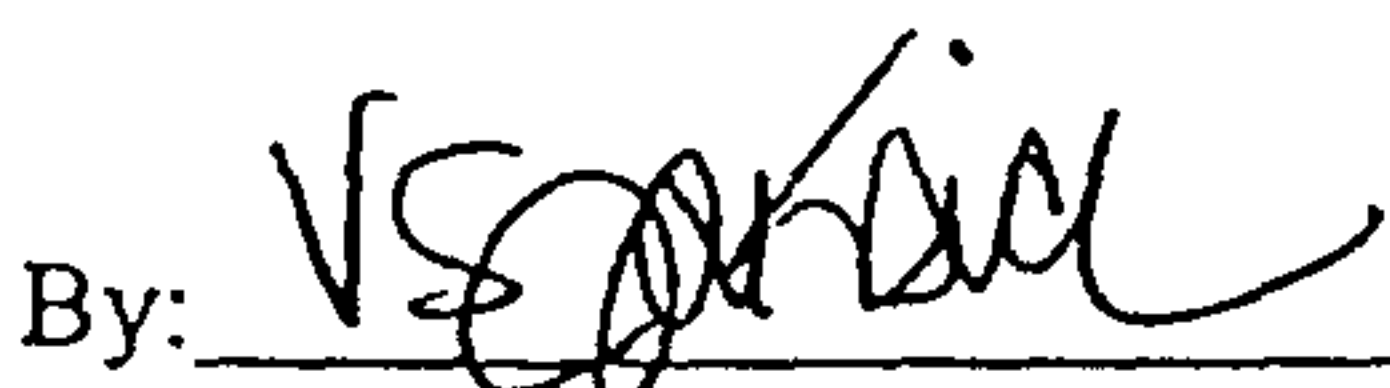
**MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.**

By: 

Title: Secretary and Treasurer

Dated: William C. Hultman

Principal Residential Mortgage, Inc.

By: 

Title: V.S. Jaksich, Dir. and Sec. Default Adm.

Dated: 5-28-02

Sirote and Permutt

By: 

Title: Shareholder

Dated: 5/23/02

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

CORPORATE RESOLUTION

Be it Resolved that attorneys that are employed by or partners of Sirote and Permutt are hereby appointed as assistant secretaries and vice presidents of Mortgage Electronic Registration Systems, Inc., and, as such, are authorized to:

execute any and all documents necessary to foreclose upon the property securing any mortgage loan registered on the MERS System that is shown to be registered to the Member, including but not limited to (a) substitution of trustee on Deeds of Trust, (b) Trustee's Deeds upon sale on behalf of MERS, (c) Affidavits of Non-military Status, (d) Affidavits of Judgment, (e) Affidavits of Debt, (f) quitclaim deeds, (g) Affidavits regarding lost promissory notes, and (h) endorsements of promissory notes to VA or HUD on behalf of MERS as a required part of the claims process;

I, William C. Hultman, being the Corporate Secretary of Mortgage Electronic Registration Systems, Inc., hereby certify that the foregoing is a true copy of a Resolution duly adopted by the Board of Directors of said corporation effective as of the 29th day of May 2002, which is in full force and effect on this date and does not conflict with the Certificate of Incorporation or By-Laws of said corporation.



Secretary

(Corporate seal)

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