

**Record and Return to:**  
Paid Accounts Dept. #410  
Chase Manhattan Mortgage Corporation  
PO Box 509011  
San Diego, CA 92150-9944

**LIMITED POWER OF ATTORNEY**

*Shelby, AL*

This Limited Power of Attorney is made as of March 30, 2001 by **Southern Pacific Funding Corp.**, having an office at 85 Broad Street, New York, NY 10004 (Owner"), in favor of **Chase Manhattan Mortgage Corporation**, a New Jersey corporation, having an office at 10790 Rancho Bernardo Road, San Diego, CA 92127 ("Servicer").

WHEREAS, Owner and Servicer have executed and delivered a certain Loan Servicing Agreement dated as of September 14, 1995 (the "Servicing Agreement"), pursuant to which Owner and Servicer agreed to certain terms governing the servicing of single family mortgage loans ("Mortgage Loans") by Servicer on behalf of Owner; and

WHEREAS, Chase Manhattan Mortgage Corporation has by written assignment assumed the rights and obligations of **Advanta Mortgage Corp, USA** under the Servicing Agreement; and

WHEREAS, Owner and Servicer desire that Owner execute and deliver this Limited Power of Attorney in order to facilitate the servicing of the Mortgage Loans by Servicer.

NOW THEREFORE, Owner does hereby appoint, subject to and in accordance with the Servicing Agreement, Servicer, as its attorney-in-fact, in its name, place and stead:

- 1) To execute all documents necessary to satisfy or discharge "Security Instruments" and "Notes" (as defined in the Servicing Agreement) upon receipt of all principal, interest and other payments called for in the related lien documents;
- 2) To take such actions as are necessary and appropriate to pursue, prosecute and defend foreclosures (or other comparable conversions to ownership), ejectments, evictions, bankruptcies, suits and other related matters with respect to "Mortgaged Properties" (as defined in the Servicing Agreement), in accordance with Servicing Agreement;
- 3) To execute all deeds, deeds to secure debt, assignments, transfers, tax declarations, certificates, pledges and any other documents or instruments whatsoever which are necessary, appropriate, or required in order to transfer and assign Mortgaged Properties acquired by Owner either by foreclosure or by deed in lieu of foreclosure and any such deed to be without recourse;
- 4) To endorse checks, notes, drafts and other evidences of payment made payable to the Owner, representing payments on accounts in the name of the Owner.
- 5) To execute subordination agreements affecting the lien priority of the Security Instruments.

- 6) To take such further actions as are deemed necessary or desirable to service, administer, and enforce the terms of said Mortgage Loans in accordance with the Servicing Agreement; and

Until a properly executed revocation of this Limited Power of Attorney is duly executed and delivered, all parties dealing with said attorney-in-fact (individually or collectively) in connection with the above described matters may fully rely upon the power and authority of said attorney-in-fact to act for and on behalf of the undersigned, and in its name, place and stead, and may accept and rely on all documents and agreements entered into by said attorney-in-fact pursuant to the powers listed herein.

As between Owner and Servicer, this Limited Power of Attorney shall be effective as March 30, 2001 and shall remain in full force and effect thereafter until a written notice of revocation hereof shall have been executed by Owner. The expiration or revocation of the period of agency hereunder shall in no wise affect the validity of any actions of said Attorney-In-Fact during said period. This Limited Power of Attorney is not intended to modify or expand the rights and obligations of Servicer as set forth in the Servicing Agreement.

Nothing in this Limited Power of Attorney shall be construed to prevent Owner from acting on its behalf as the owner of the Mortgage Loans.

IN WITNESS WHEREOF, Owner has caused this Limited Power of Attorney to be signed and executed as its seal hereto affixed in its name by its proper officer thereunto duly authorized on the 2<sup>nd</sup> day of April, 2002.

Jean Smith  
Witness: Joan Smith

Quincy Connolly  
Witness: Quincy Connolly

Southern Pacific Funding Corporation

By: Deborah Brown

Name: Deborah K. Brown

Title: Vice President

State of Florida:  
County of Pinellas:

On this, the 2nd day of April, 2002, before me, a Notary Public in and for said County and State, personally appeared, Deborah K. Brown, personally known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Jean K. Perri  
Notary Signature- Jean K. Perri

My Commission Expires on \_\_\_\_\_.

