

STATE OF ALABAMA
BLOUNT COUNTY
I CERTIFY THIS INSTRUMENT
WAS FILED AND RECORDED
DECEMBER 12 2003 8:54AM
INSTRUMENT 250705 PAGE 1 OF 3
BOOK 2003 PAGE 2077
WITNESS MY HAND AND SEAL
ROYCE G KING
JUDGE OF PROBATE

2004014228 Book-5545 Page-1735
Total Number of Pages: 3

20040617000328260 Pg 1/3 17.00
Shelby Cnty Judge of Probate, AL
06/17/2004 08:15:00 FILED/CERTIFIED

LIMITED POWER OF ATTORNEY

The Chase Manhattan Bank, a New York banking corporation (formerly Chase Manhattan Trust Company, National Association, a national banking association) (acting as trustee or as successor in interest to PNC Bank, National Association, as trustee) (the "Trustee"), pursuant to various Pooling and Servicing Agreements entered into from time to time, among either Oakwood Mortgage Investors, Inc., a North Carolina corporation or Oakwood Mortgage Investors, Inc., a Nevada corporation (in either event, "OMI"), Oakwood Acceptance Corporation, LLC, a Delaware limited liability company (successor through merger to Oakwood Acceptance Corporation, a North Carolina corporation) as the Servicer (in such capacity, the "Servicer"), and the Trustee, as supplemented and amended from time to time (the "Agreements"), each of which incorporate by reference OMI's Standard Terms to Pooling and Servicing Agreement (either the September 1994 Edition, the November 1995 Edition, the July 1998 Edition or the May 1999 Edition (the "Standard Terms"), hereby irrevocably constitutes and appoints the Servicer its true and lawful attorney-in-fact and agent, for and in the Trustee's name, place and stead, and on its behalf, for the limited purposes as set forth hereafter: (i) to commence and prosecute any Proceedings in respect of any Asset in default in the name of the Trustee pursuant to Section 3.08 of the Standard Terms, (ii) to take such steps as the Servicer deems necessary to enforce the Asset, including bringing suit in the name of the Trustee pursuant to Section 3.08 of the Standard Terms, (iii) to execute and deliver instruments of transfer or assignment, in each case without recourse, as shall be necessary to vest in any purchaser title to a Repo Property or REO Property pursuant to Section 3.09 of the Standard Terms, (iv) to execute and deliver court pleadings, requests for trustee's sale or other documents necessary to the foreclosure or trustee's sale in respect of a Mortgaged Property or Real Property or to any legal action brought to obtain judgment against any Obligor on a Mortgage Note, Land Secured Contract or Mortgage or to obtain a deficiency judgment, or to enforce any other remedies or rights provided by such Mortgage Note, Land Secured Contract or Mortgage or otherwise available at law or in equity, pursuant to Section 3.10 of the Standard Terms, and (v) to execute, acknowledge, verify, swear to, deliver, record and file, in the Trustee's name, place and stead such papers as the Servicer may at any time or from time to time deem necessary or desirable to carry out the full intent and purpose of the foregoing, and at all times consistent with the Agreements in which the Standard Terms are incorporated.

This instrument is to be construed and interpreted as a Limited Power of Attorney. The enumeration of specific purposes, rights, acts or powers herein is intended to limit and restrict the powers herein granted to said attorney-in-fact.

State of Alabama - Mobile County
I certify this instrument was filed on:

Mon, Mar-01-2004 @ 4:09:41PM

S. R. FEE	2.00
RECORDING FEE	8.50
TOTAL AMOUNT	\$10.50

RLPY 1239 374
Recorded In Above Book and Page
06/14/2002 02:07:31 PM
John W. Jones Jr
Judge of Probate
Dallas County, Alabama

2004014228
Don Davis, Judge of Probate

Recorded In RLPY BK 2002 PG 32204, 06/24/2002 02:38:19 PM
Michael L. Davis, Judge of Probate, Limestone County, AL

Recorded In OFFREC BK 493 PG 6, 02/05/2004 04:14:14 PM
HARRY O. ADKISON, PROBATE JUDGE, ALABAMA

RLPY 1239 375
 Recorded In Above Book and Page
 06/14/2002 02:07:31 PM
 John W. Jones Jr
 Judge of Probate
 Dallas County, Alabama

RLPY 2002 32205

Capitalized terms used and not otherwise defined herein shall have the respective meanings assigned to them in the Agreements.

Dated: 25 October, 2001

THE CHASE MANHATTAN BANK, not in its individual capacity, but solely as Trustee

By: [Signature]

Name: Craig M. Kantor

Title: Vice President

Attested By: [Signature]

Name: Kevin Crombie

Title: Assistant Vice President

STATE OF NEW YORK)
) s.
 CITY OF NEW YORK)

The foregoing instrument was acknowledged before me in the City of New York, this 25 day of October, 2001, by Craig M. Kantor, Vice President of The Chase Manhattan Bank, a New York banking corporation, not in its individual capacity, but solely as Trustee.

[Signature]
 Notary Public

JONATHAN P. RAVENS
 Notary Public, State of New York
 No. 01RA6045930
 Qualified in New York County
 Commission Expires Aug. 7, 2007

My Commission Expires:

STATE OF NEW YORK)
) s.
 CITY OF NEW YORK)

The foregoing instrument was acknowledged before me in the City of New York, this 25 day of October, 2001, by Kevin Crombie, Assistant Vice President of The Chase Manhattan Bank, a New York banking corporation, not in its individual capacity, but solely as Trustee.

[Signature]
 Notary Public

JONATHAN P. RAVENS
 Notary Public, State of New York
 No. 01RA6045939
 Qualified in New York County
 Commission Expires Aug. 7, 2007

My Commission Expires:

20040617000328260 Pg 3/3 17.00
Shelby Cnty Judge of Probate, AL
06/17/2004 08:15:00 FILED/CERTIFIED

Acknowledged and Agreed:

OAKWOOD ACCEPTANCE CORPORATION, LLC
as Servicer

RLPY 1239 376
Recorded In Above Book and Page
06/14/2002 02:07:31 PM
John W. Jones Jr
Judge of Probate
Dallas County, Alabama

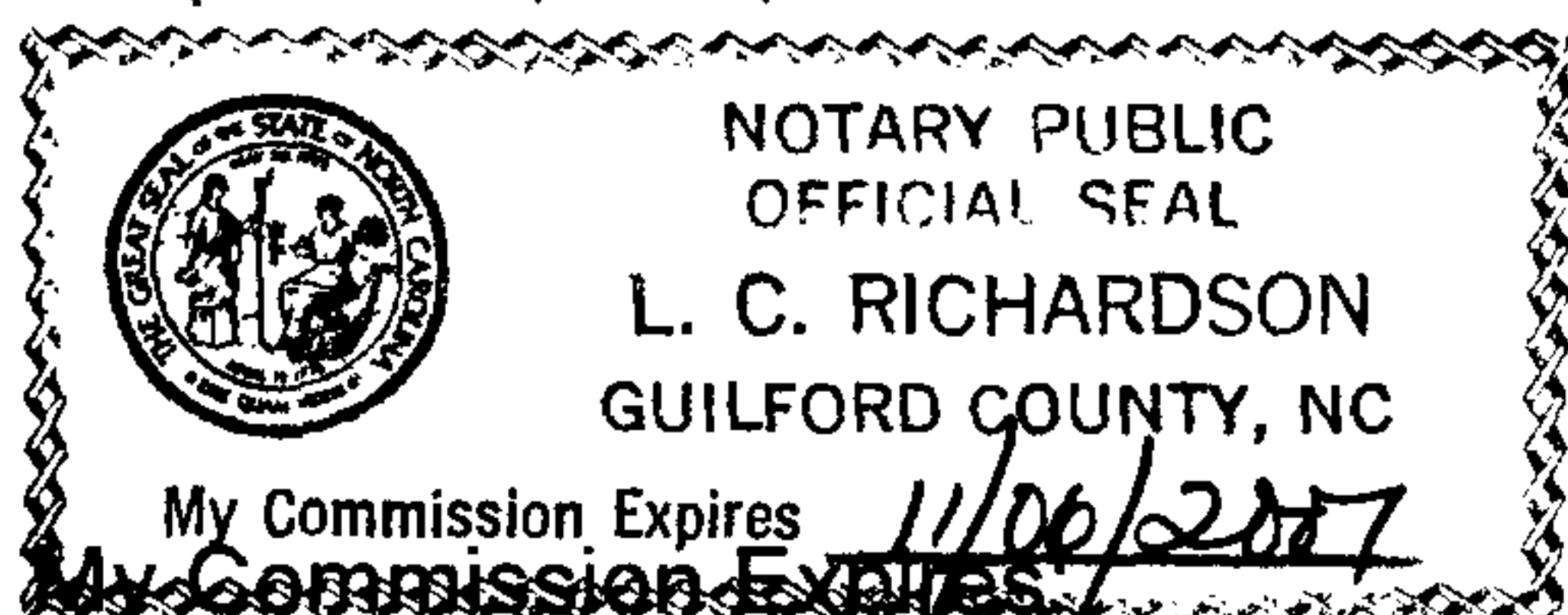
By: [Signature]
Name: Douglas R. Muir
Title: Vice President

Attest:

By: [Signature]
Name: Wallace C. Tyser, Jr.
Title: Assistant Secretary

STATE OF NORTH CAROLINA)
COUNTY OF GUILFORD) s.

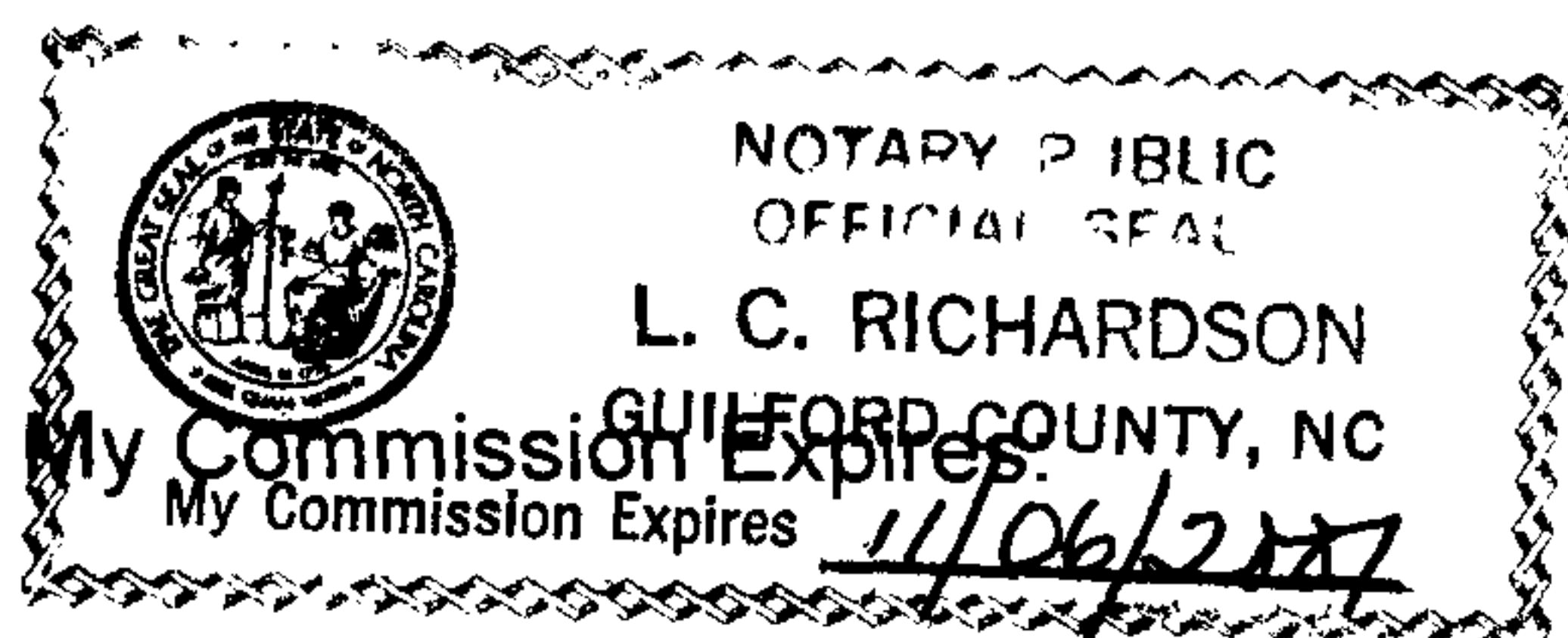
The foregoing instrument was acknowledged before me in the County of Guilford, this 25th day of October, 2001, by Douglas R. Muir, Vice President of Oakwood Acceptance Corporation, LLC, a Delaware limited liability company.



[Signature]
Notary Public

STATE OF NORTH CAROLINA)
COUNTY OF GUILFORD) s.

The foregoing instrument was acknowledged before me in the County of Guilford, this 25th day of October, 2001, by Wallace C. Tyser, Jr., Assistant Vice President of Oakwood Acceptance Corporation, LLC, a Delaware limited liability company.



[Signature]
Notary Public

Recording Fee 17.00
TOTAL 17.00

Recording Fee 11.50, TOTAL 11.50

Recording Fee 10.00, TOTAL 10.00

RLPY 2002 32206