



20041213000679400 Pg 1/7 29.00
Shelby Cnty Judge of Probate, AL
12/13/2004 10:09:00 FILED/CERTIFIED

Document Title:

Limited Power of Attorney

When Recorded Return To:
Financial Dimensions, Inc.
1400 Lebanon Church Road
Pittsburgh, PA 15236

OFB# 216770

Grantor: *Bankers Trust*

Grantee: Ocwen Federal Bank, FSB



INSTR # 100835335

OR BK 31279 PG 1427

RECORDED 02/15/2001 10:11 AM

COMMISSION

BARBARA COUNTY

DEPUTY CLERK 1931

POA#: 1704

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Bankers Trust Company of California, N.A., a national banking association organized and existing under the laws of the United States and having its principal place of business at 3 Park Plaza, Irvine, California 92614, as Trustee (the "Trustee") pursuant to that Pooling and Servicing Agreement dated as of December 1, 1997 (the "Agreement") by and between Lehman ABS Corporation, as Depositor, United PanAm Mortgage Corporation, as seller, Pan American Bank, FSB, as Master Servicer, Bankers Trust Company of California, as Trustee and Ocwen Federal Bank FSB (the "Subservicer"), hereby constitutes and appoints the Subservicer, by and through the Subservicer's officers, the Trustee's true and lawful Attorney-in-Fact, in the Trustee's name, place and stead and for the Trustee's benefit, in connection with all mortgage loans serviced by the Subservicer pursuant to the Agreement solely for the purpose of performing such acts and executing such documents in the name of the Trustee necessary and appropriate to effectuate the following enumerated transactions in respect of any of the mortgages or deeds of trust (the "Mortgages" and the "Deeds of Trust" respectively) and promissory notes secured thereby (the "Mortgage Notes") for which the undersigned is acting as Trustee for various certificateholders, noteholders, or bondholders (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 for which Ocwen Federal Bank FSB is acting as the Subservicer.

This Appointment shall apply only to the following enumerated transactions and nothing herein or in the Agreement shall be construed to the contrary:

1. The modification or re-recording of a Mortgage or Deed of Trust, where said modification or re-recording is solely 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 such title insurance was issued; provided that (i) said modification or re-recording, in either instance, does not adversely affect the lien of the Mortgage or Deed of Trust as insured and

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1400 Lebanon Church Road
Pittsburgh, PA 15236

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(ii) otherwise conforms to the provisions of the Agreement.

2. The subordination of the lien of a Mortgage or Deed of Trust to an easement in favor of a public utility company of a government agency or unit with powers of eminent domain; this section shall include, without limitation, the execution of partial satisfactions/releases, partial reconveyances or the execution or requests to trustees to accomplish same.
3. The conveyance of the properties to the mortgage insurer, or the closing of the title to the property to be acquired as real estate owned, or conveyance of title to real estate owned.
4. The completion of loan assumption agreements.
5. The full satisfaction/release of a Mortgage or Deed of Trust or full conveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.
6. The assignment of any Mortgage or Deed of Trust and the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby.
7. The full assignment of a Mortgage or Deed of Trust upon payment and discharge of all sums secured thereby in conjunction with the refinancing thereof, including, without limitation, the assignment of the related Mortgage Note.
8. With respect to a Mortgage or Deed of Trust, the foreclosure, the taking of a deed in lieu of foreclosure, or the completion of judicial or non-judicial foreclosure or termination, cancellation or rescission of any such foreclosure, including, without limitation, any and all of the following acts:
 - a. the substitution of trustee(s) serving under a Deed of Trust, in accordance with state law and the Deed of Trust;
 - b. the preparation and issuance of statements of breach or non-performance;

- c. the preparation and filing of notices of default and/or notices of sale;
 - d. the cancellation/rescission of notices of default and/or notices of sale;
 - e. the taking of deed in lieu of foreclosure; and
 - f. the preparation and execution of such other documents and performance of such other actions as may be necessary under the terms of the Mortgage, Deed of Trust or state law to expeditiously complete said transactions in paragraphs 8.a. through 8.e. above.
9. With respect to the sale of property acquired through a foreclosure or deed-in lieu of foreclosure, including, without limitation, the execution of the following documentation:
- a. listing agreements;
 - b. purchase and sale agreements;
 - c. grant/warranty/quit claim deeds or any other deed causing the transfer of title of the property to a party contracted to purchase same;
 - d. escrow instructions; and
 - e. any and all documents necessary to effect the transfer of property.
10. The modification or amendment of escrow agreements established for repairs to the mortgaged property or reserves for replacement of personal property.

The undersigned gives said Attorney-in-Fact full power and authority to execute such instruments and to do and perform all and every act and thing necessary and proper to carry into effect the power or powers granted by or under this Limited Power of Attorney as fully as the undersigned might or could do, and hereby does ratify and confirm to all that said Attorney-in-Fact shall be effective as of January 25, 2001.

This appointment is to be construed and interpreted as a limited power of attorney. The enumeration of specific items, rights, acts or powers herein is not intended to, nor does it give rise to, and it is not to be construed as a general power of attorney.

Nothing contained herein shall (i) limit in any manner any indemnification provided by the Subservicer to the Trustee under the Agreement, or (ii) be construed to grant the Subservicer the power to initiate or defend any suit, litigation or proceeding in the name of Bankers Trust Company of California, N.A. except as specifically provided for herein. If the Subservicer receives any notice of suit, litigation or proceeding in the name of Bankers Trust Company of California, N.A., then the Subservicer shall promptly forward a copy of same to the Trustee.

This limited power of attorney is not intended to extend the powers granted to the Subservicer under the Agreement or to allow the Subservicer to take any action with respect to Mortgages, Deeds of Trust or Mortgage Notes not authorized by the Agreement.

The Subservicer hereby agrees to indemnify and hold the Trustee and its directors, officers, employees and agents harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by reason or result of or in connection with the exercise by the Subservicer of the powers granted to it hereunder. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the Agreement or the earlier resignation or removal of the Trustee under the Agreement.

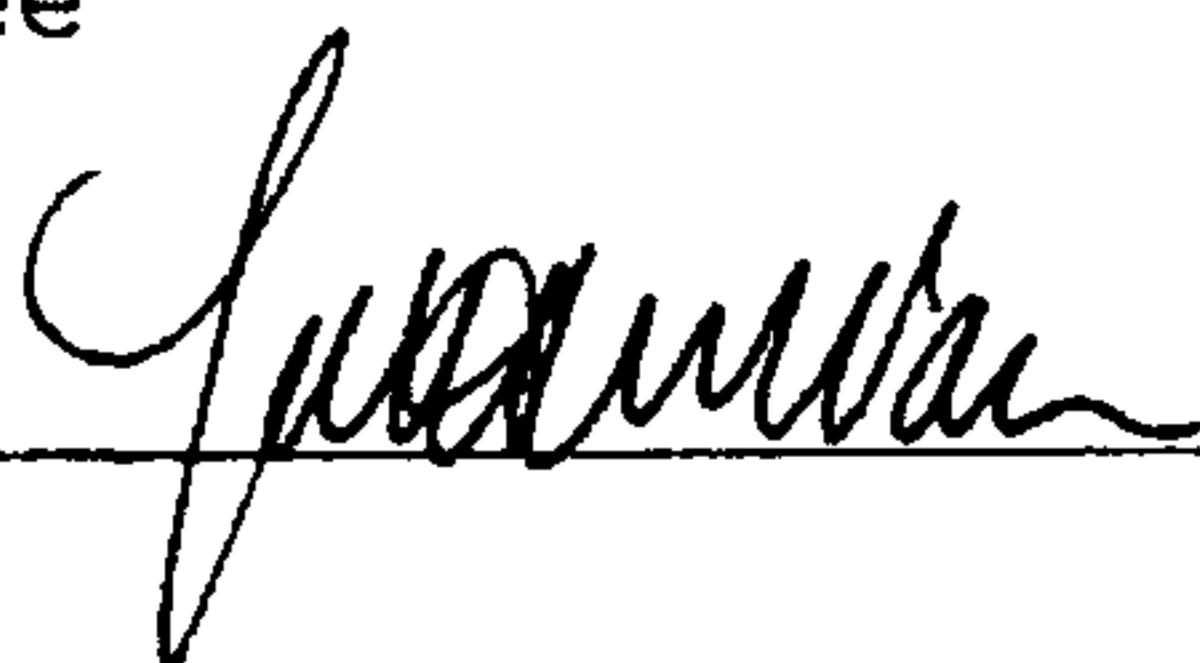
This Limited Power of Attorney is entered into and shall be governed by the laws of the State of New York, without regard to conflicts of law principles of such state.

Third parties without actual notice may rely upon the exercise of the power granted under this Limited Power of Attorney; and may be satisfied that this Limited Power of Attorney shall continue in full force and effect and has not been revoked unless an instrument of revocation has been made in writing by the undersigned.

IN WITNESS WHEREOF, Bankers Trust Company of California, N.A., as Trustee has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by a duly elected and authorized signatory this 25th day of January 2001.

Bankers Trust Company of California, N.A.,
as Trustee

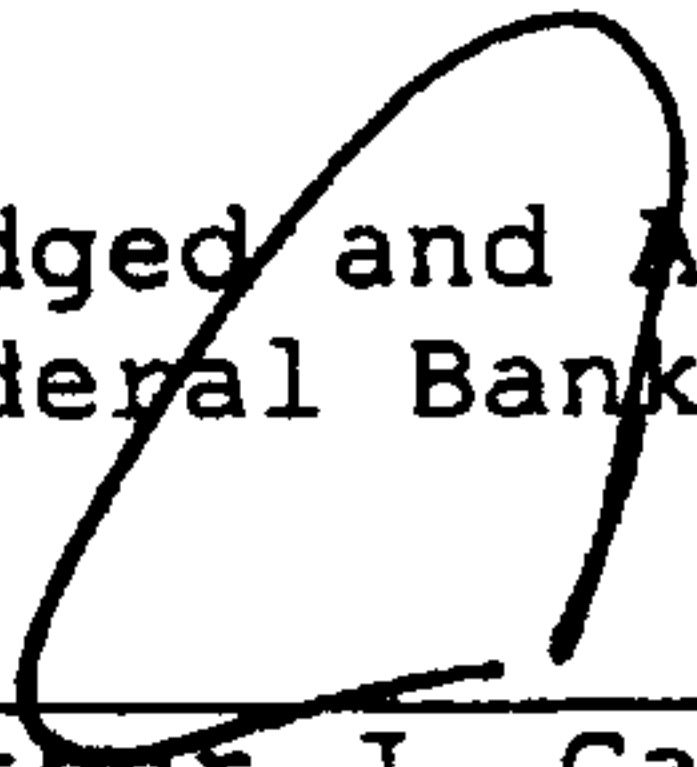
By: _____



Katherine M. Wannemacher
Vice President

Name:
Title:

Acknowledged and Agreed
Ocwen Federal Bank FSB

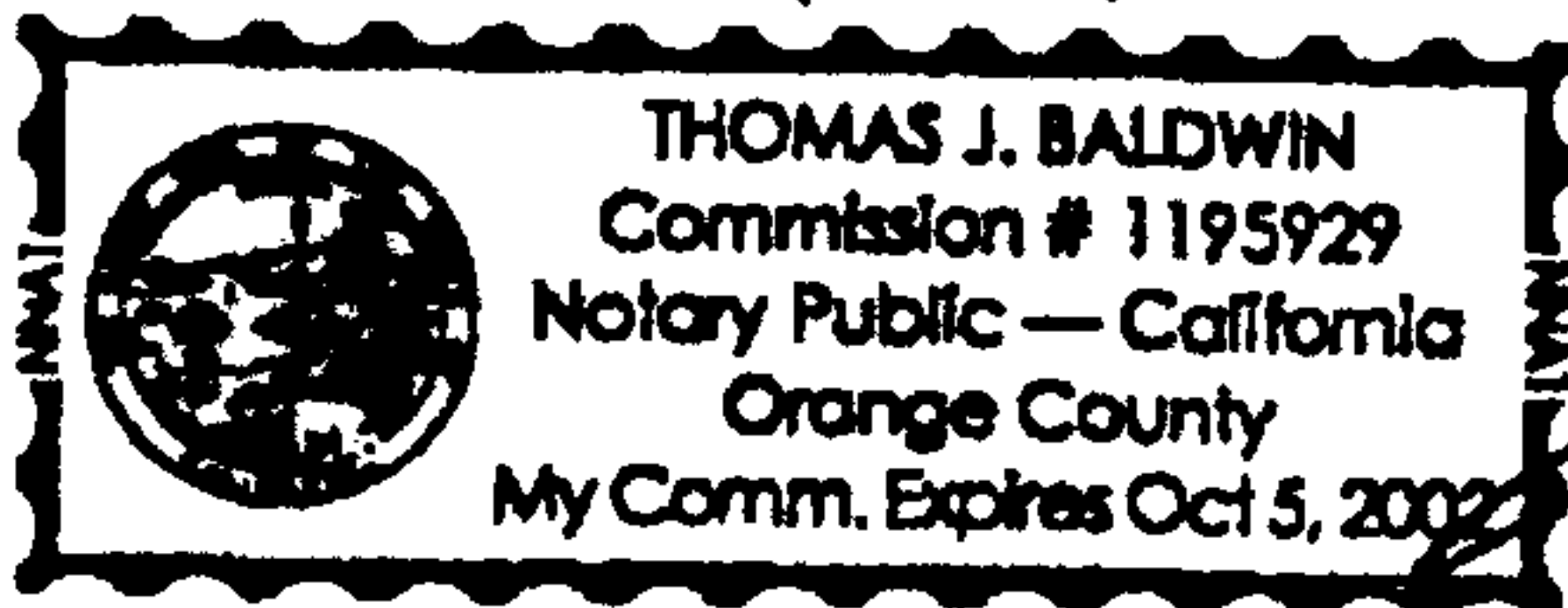
By: 
Name: Arthur J. Castner
Title: Vice President

STATE OF CALIFORNIA
COUNTY OF Orange

FEB 01 2001

On ~~January 25~~, 2001, before me, the undersigned, a Notary Public in and for said state, personally appeared Katherine M. Wernersbacher of Bankers Trust Company of California, N.A., as Trustee for United PanAm Mortgage Loan Asset Backed Certificates, Series 1997-1, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed that same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted and executed the instrument.

WITNESS my hand and official seal.
(SEAL)



[Signature]
Notary Public, State of California

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I hereby certify this document to be a true, correct and complete copy of the record filed in my office. Dated this 09 day of June, 2004.
Roger Desjarlais, County Administrator
By [Signature] Deputy Clerk