

After recording return original to:
 Litton Loan Servicing LP
 4828 Loop Central Drive
 Houston, TX 77081-2226
 Attn: Lynnell Marlow
 REO Department

20050218000081230 Pg 1/3 17.00
 Shelby Cnty Judge of Probate, AL
 02/18/2005 03:49:00 FILED/CERTIFIED

AFFIDAVIT BY ATTORNEY IN FACT

STATE OF TEXAS
 COUNTY OF HARRIS

The undersigned as Vice President of Litton Loan Servicing LP, being duly sworn on oath says:

Affiant is a Vice President of the Attorney-in-Fact named in that certain Limited Power of Attorney dated December 1, 2004 executed by Kevin M. Shea of The Provident Bank, a corporation organized in the State of Ohio and doing business as Provident Consumer Financial Services, PCFS, Provident Consumer Financial Services Mortgage Resources, PCFS Financial Services, Inc. or PCFS Mortgage Resources.

Said Power of Attorney attached hereto and made a part hereof for all purposes and being hereby deemed to be a true and accurate copy of the original..

1. Affiant does not have actual knowledge and has not received actual notice of the revocation or termination of the Power of Attorney by Grantor's, or notice of any facts indicating the same.

LITTON LOAN SERVICING LP

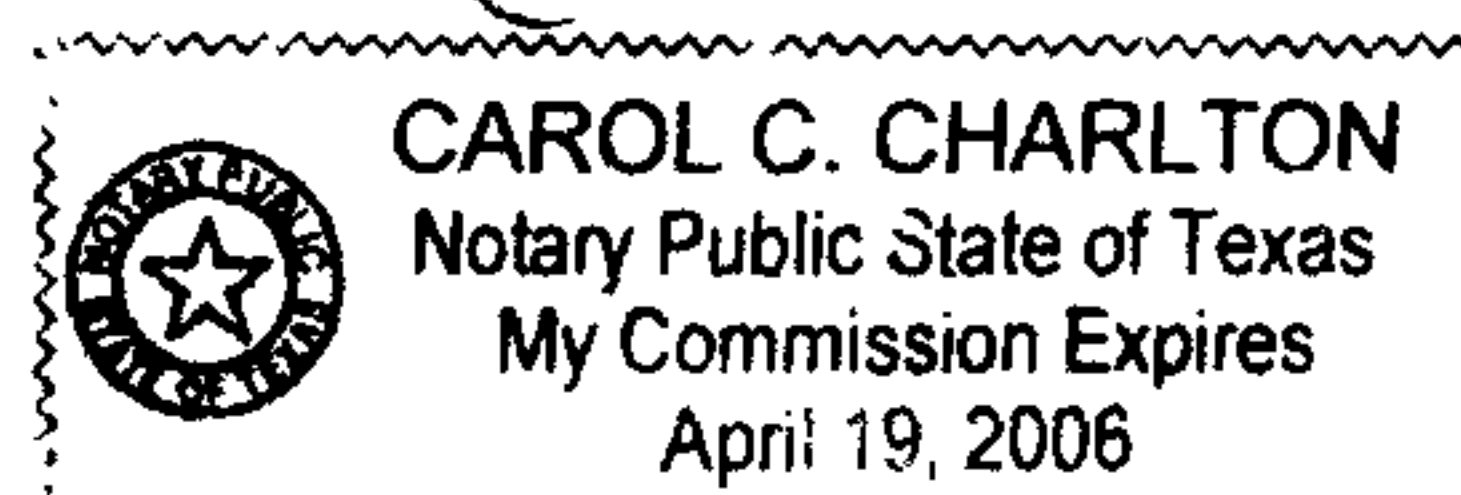
STATE OF TEXAS
 COUNTY OF HARRIS

Stacey Bayley

Stacey Bayley
 Vice President

Subscribed and sworn to before me this the 4th day of February 2005
 by STACEY BAYLEY, Vice President of Litton Loan Servicing LP.

Carol C. Charlton
 Notary Public, State of Texas
 My Commission Expires: _____



LIMITED POWER OF ATTORNEY

THE PROVIDENT BANK, an Ohio banking corporation ("*Seller*") and doing business as Provident Consumer Financial Services, PCFS, Provident Consumer Financial Services Mortgage Resources, PCFS Financial Services, Inc. or PCFS Mortgage Resources hereby appoints LITTON LOAN SERVICING LP, a Delaware limited partnership ("*Litton*") as its true and lawful attorney-in-fact to act in the name, place and stead of Seller for the purposes set forth below. This Limited Power of Attorney is given pursuant to a certain RISA Asset Sale Agreement dated October 6, 2004 by and among the Seller, Credit-Based Asset Servicing and Securitization LLC, a Delaware limited liability company and Litton (the "*Agreement*"). Capitalized terms used, and not otherwise defined herein, shall have the meaning ascribed thereto in the Agreement.

Now, therefore, Seller does hereby constitute and appoint Litton the true and lawful attorney-in-fact of Seller in Seller's name, place and stead with respect to each Mortgage Loan to be serviced by Litton pursuant to any of the Pooling and Servicing Agreements for the following, and only the following, purposes:

1. To execute, acknowledge, seal and deliver deed of trust/mortgage note endorsements, assignments of deed of trust/mortgage and other recorded documents, satisfactions/releases/reconveyances of deeds of trust/mortgages, tax authority notifications and declaration, deeds, bills of sale, and other instruments of sale, conveyance and transfer, appropriately completed, with all ordinary or necessary endorsements, acknowledgements, affidavits, and supporting documents as may be necessary and proper to effects its execution, delivery, conveyance, and recordation of filing.

2. To execute and deliver affidavits of debt, substitutions of trustee, substitutions of counsel, non-military affidavits, notices of recession, foreclosure deeds, transfer tax affidavit, affidavits of merit, verifications of complaint, notices to quit, bankruptcy declarations for the purpose of filing motions to lift stays and other documents or notice filings on behalf of Seller in connection with foreclosure, bankruptcy and eviction actions.

3. To endorse and/or assign borrower or mortgagor's check or negotiable instrument received by Litton as a payment under a Mortgage Loan.

4. To designate any Mortgaged Property as located in a federally designated flood area.

Seller intends that this Limited Power of Attorney be coupled with an interest and is not revocable.

Seller further grants to Litton full authority to act in any manner both proper and necessary to exercise the foregoing powers, and ratifies every act that Litton may lawfully perform in exercising those powers by virtue hereof.

Seller further grants to Litton the limited power of substitution and revocation of another party for the purpose and only the purpose of endorsing or assigning notes or security instruments in Seller's name, and Seller hereby ratifies and confirms all that the attorney-in-fact, or substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and its rights and powers.

IN WITNESS WHEREOF, Seller has executed this Limited Power of Attorney this 1st day of December, 2004.

THE PROVIDENT BANK


By: Kevin M. Shea
Name: Kevin M. Shea
Title: Vice President

STATE OF OHIO)
): SS
COUNTY OF HAMILTON)

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On this 1st day of December, 2004, before me, a notary public, the undersigned officer, personally appeared Kevin M. Shea, who acknowledged himself to be the Vice President of The Provident Bank, an Ohio banking corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Kimberly S. Smith
Notary Public
My Commission Expires: 12-7-06

KIMBERLY S. SMITH
Notary Public, State of Ohio
My Commission Expires Dec. 7, 2006