

LIMITED POWER OF ATTORNEY



00169309

This Limited Power of Attorney is executed as of January 13, 1999, by **HARRIS TRUST AND SAVINGS BANK**, as Trustee, an Illinois banking corporation having an office at 311 W. Monroe Street, 12th Floor, Chicago, Illinois 60606 ("*Trustee*") appointing as attorney-in-fact **FAIRBANKS CAPITAL CORP.**, a Utah corporation having an office at 3815 South West Temple, Salt Lake City, Utah 84115-4412 ("*Fairbanks*").

RECITALS:

A. Cityscape Corp. ("*Servicer*") and Harris Trust and Savings Bank as Trustee are parties to a series of Pooling and Servicing Agreements (the "*Pooling and Servicing Agreements*") as follows:

1. Pooling and Servicing Agreement Dated as of July 31, 1995, Cityscape Home Equity Loan Trust 1995-2 Mortgage Pass-Through Certificates, Series 1995-2, among Cityscape Corp. as Originator and Servicer and Harris Trust and Savings Bank as Trustee; 10540414 (V)
2. Pooling and Servicing Agreement Dated as of November 27, 1995, Cityscape Home Equity Loan Trust 1995-3 Mortgage Pass-Through Certificates, Series 1995-3, among Cityscape Corp. as Originator, Seller and Servicer, Contitrade Services L.L.C., Seller, and Harris Trust and Savings Bank as Trustee;
3. Pooling and Servicing Agreement Dated as of March 14, 1996, Cityscape Home Equity Loan Trust, Series 1996-1, Home Equity Pass-Through Certificates, among Financial Asset Securities Corp., Depositor, Cityscape Corp., Originator and Servicer and Harris Trust and Savings Bank, Trustee;
4. Pooling and Servicing Agreement Dated as of June 21, 1996, Cityscape Home Equity Loan Trust, Series 1996-2, Home Equity Pass-Through Certificate, among Financial Asset Securities Corp., Depositor, Cityscape Corp., Seller and Servicer, and Harris Trust and Savings Bank, Trustee; and
5. Pooling and Servicing Agreement Dated as of August 23, 1996, Cityscape Home Equity Loan Trust, Series 1996-3, Home Equity Pass-Through Certificates; among Financial Asset Securities Corp., Depositor, Cityscape Corp. Seller and Servicer, and Harris Trust and Savings Bank, Trustee.

whereby the Servicer will service certain mortgage loans on behalf of the Trustee;

B. The Servicer and Fairbanks Capital Corp. ("*Fairbanks*") have thereafter entered into a series of Sub-Servicing Agreements ("*Agreements*") dated as follows:

1. Sub-Servicing Agreement Dated as of July 31, 1998, Cityscape Home Equity Loan Trust, Series 1995-2, among Financial Security Assurance Inc., Certificate Insurer, Cityscape Corp. as Servicer and Fairbanks Capital Corp. as Sub-Servicer
2. Sub-Servicing Agreement Dated as of July 31, 1998, Cityscape Home Equity Loan Trust, Series 1995-3, among Financial Security Assurance Inc., Certificate Insurer, Cityscape Corp. as Servicer and Fairbanks Capital Corp. as Sub-Servicer
3. Sub-Servicing Agreement Dated as of July 31, 1998, Cityscape Home Equity Loan Trust, Series 1996-1, among Financial Security Assurance Inc., Certificate Insurer, Cityscape Corp. as Servicer and Fairbanks Capital Corp. as Sub-Servicer
4. Sub-Servicing Agreement Dated as of July 31, 1998, Cityscape Home Equity Loan Trust, Series 1996-2, among Financial Security Assurance Inc., Certificate Insurer, Cityscape Corp. as Servicer and Fairbanks Capital Corp. as Sub-Servicer
5. Sub-Servicing Agreement Dated as of July 31, 1998, Cityscape Home Equity Loan Trust, Series 1996-3, among Financial Guaranty Insurance Company, Certificate Insurer, Cityscape Corp. as Servicer and Fairbanks Capital Corp. as Sub-Servicer

pursuant to which Fairbanks will service certain mortgage loans listed on Schedule 2.01 attached to the Agreements ("*Mortgage Loans*") on behalf of the Servicer and the Trustee;

C. In connection with Fairbanks' performance of such functions, Fairbanks has requested that the Trustee empower Fairbanks to execute certain documents on the Trustee's behalf as further described herein.

Fairbanks is authorized to act as attorney-in-fact in the following limited circumstances:

Trustee hereby appoints Fairbanks as its attorney-in-fact, with full power of substitution, to exercise at any time all or any of the following powers: (i) to execute on behalf of Trustee any documents or instruments necessary to collect payments against, to liquidate or cancel any mortgage subject to the Agreements in accordance with such Agreements, and to otherwise manage and service the Mortgage Loans and properties in accordance with the Agreements; (ii) to execute documents on behalf of Trustee in connection with any bankruptcy or receivership of a mortgagor whose Mortgage Loan is subject to the Agreements; (iii) to execute on behalf of Trustee any documents necessary to

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carry out foreclosure of any mortgaged property securing a Mortgage Loan subject to the Agreements and (iv) to execute on behalf of Trustee any documents and agreements necessary for the offer, listing, closing of sale and conveyance of real estate owned ("REO") property. This limited power of attorney is not intended to extend the powers granted to Fairbanks under the Agreements or the Pooling and Servicing Agreements or to allow Fairbanks to take any action with respect to a Mortgage Loan not authorized by the Pooling and Servicing Agreements.

D. Trustee represents that any bank, title company or other institution may rely on this Limited Power of Attorney in honoring the acts of Fairbanks hereunder.

E. Fairbanks 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 Fairbanks of the powers granted to it hereunder. The foregoing indemnity shall survive the termination of this Limited Power of Attorney.

F. This Agreement is entered into and shall be governed by the laws of the state of New York. To the extent permitted by other applicable law, the terms and provisions of this Agreement shall control in the event of any conflict between such terms or provisions.

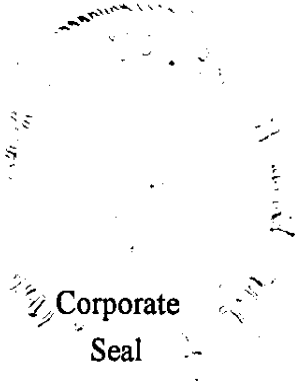
IN WITNESS WHEREOF, Trustee and Fairbanks have executed this Limited Power of Attorney as of the day and year first above written.

(Signature Page Follows)

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HARRIS TRUST AND SAVINGS BANK



Corporate
Seal

By: _____

Name: Robert D. Folz

Title: Vice President

WITNESS:

Name: Marian Onischak

WITNESS:

Name: Keith R. Richardson

FAIRBANKS CAPITAL CORP.



Corporate
Seal

By: _____

Name: David E. Smoo

Title: Assistant Secretary

WITNESS:

Name: Matthew K. Wright

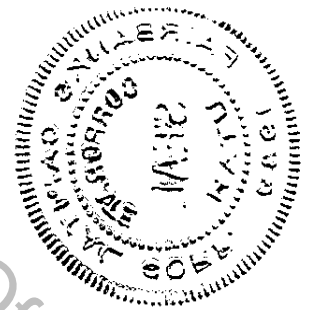
WITNESS:

Name: Carol A. Lynn

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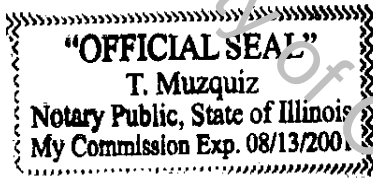
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STATE OF ILLINOIS)
)
 : ss.
COUNTY OF COOK)

R. FOLTZ

Before me, a Notary Public in and for said State, personally appeared ~~Robert D. Foltz~~, Vice President, Marian Onischak, Witness, and Keith R. Richardson, Witness, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities and that by their signatures on the instrument the persons or the entities upon behalf of which the person acted, executed the instrument as of January 13, 1999.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

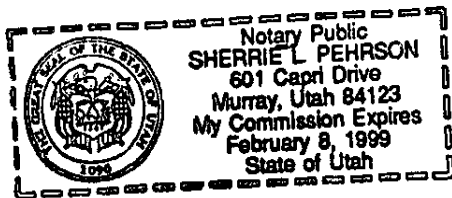


T. Muzquiz
Notary Public

STATE OF UTAH)
)
 : ss.
COUNTY OF SALT LAKE)

Before me, a Notary Public in and for said State, personally appeared David E. Smoot, Assistant Secretary, Matthew K. Wright, Witness, and Carol A. Lynn, Witness, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities and that by their signatures on the instrument the persons or the entities upon behalf of which the person acted, executed the instrument as of January 13, 1999.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Sherrrie L. Pehrson
Notary Public

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Law Title Insurance Company, Inc.

Commitment Number: 105404M

SCHEDULE C PROPERTY DESCRIPTION

00169309

The land referred to in this Commitment is described as follows:

LOT 79 IN RICHTON CROSSING UNIT NUMBER 1, BEING A SUBDIVISION IN THE NORTHWEST QUARTER AND THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF RICHTON PARK, COOK COUNTY ILLINOIS

Pin: 31-34-103-030

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