## **UNOFFICIAL COPY**





Norwest Bank Minnesota, N.A. 11000 Broken Land Parkway Columbia, Maryland 21044-3562 410/884-2000

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Cook County Recorder

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WHEN RECORDED MAIL TO:

Advanta Mortgage Corp. USA
Attn: Vannary/REO Department
10790 Rancho Bernardo Road/Dept. 410
San Diego, CA 92127

#### LIMITED POWER OF ATTORNEY

Cook, IL

KNOW ALL MEN BY THESE PRESENTS:

That NORWEST BANK MINNESOTA, N.A., 11000 Broken Land Parkway, Columbia, Maryland 21044, as Trustee (the "Trustee"). under a Pooling and Servicing Agreement among Advanta Mortgage Corp. USA and the Trustee, constitutes and appoints Advanta Mortgage Corp. USA, 10790 Rancho Bernardo Road, San Diego, CA 92127, its true and lawful Attorney-in-Fact, with only such power and authority, or the extent of the terms and conditions of the Pooling and Servicing Agreement, as is expressly enumerated and hereby conferred in its name, place and stead and for its use and benefit, to make, sign, execute, acknowledge, deliver, file for record and record any such instruments in its behalf and to perform such other acts or acts as may be customarily and reasonably necessary and appropriate to effectuate the following enumerated transactions as the same may relate to a mortgage or deed of trust and mortgage notes secured thereby for which the undersigned is acting as Trustee for various certificate holders (whether the undersigned is named therein as mortgages or beneficiary or has become mortgagee by virtue of endorsement of the Mortgage Note secured by any such Mortgage or Deed of trust) and serviced for the undersigned by said Attorney-in-Fact.

This appointment shall apply to the following transactions only:

- 1. The modification or rerecording of a mortgage or deed of trust at its own instance or at the request of the title company that insured the mortgage or deed of trust, where said modification or rerecording is 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 the insurance thereof and said modification or rerecording, in either instance, does not adversely affect the lien of the mortgage or deed of trust as insured;
- 2. The subordination of the lien of a mortgage or deed of trust to an easement in favor of a public utility company or a governmental agency or unit with powers of eminent domain; this section shall not extend to the execution of partial satisfactions/releases, partial reconveyance or the execution of requests to trustees to accomplish same;
- 3. The subordination of the lien of a mortgage or deed of trust to a first mortgage or first deed of trust;

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- 4. The commencement and completion of judicial and non-judicial foreclosure proceedings, cancellation or rescission of same relating to a mortgage or deed of trust, including, and/or but not limited to:
  - a. The substitution of trustee(s) serving under a deed of trust in accordance with state law and deed of trust;
  - b. Statements of Breach or Non-Performance;
  - c. Notices of Default;
  - d. Notices of Sale;
  - e. Cancellations/Rescissions of Notices of Default and/or Notices of Sale;
  - f. Such other documents as may be necessary under the terms of the mortgage, deed of trust or state law to expeditiously complete said transactions;

provided, however, that the authority to enter into on behalf of Norwest Bank any judgment, settlement or decree for a certain sum, payable by us is expressly reserved by us and is not delegated by this Limited Power of Attomay.

- 5. The full satisfaction/release of a mortgage (or assignment of Mortgage without recourse) or requests to a trustee for a full reconveyance upon payment and discharge of all sums secured thereby; this section shall not extend to the execution of partial satisfactions/releases, partial reconveyance or the execution of requests to trustees to accomplish same.
- 6. The endorsement of checks, notes, drafts and other evidences of payment made payable to Trustee for the benefit of the Trust or Collection Account, representing payments on accounts in the name of Trustee in its capacity as Trustee on behalf or the Trust.
- 7. The execution of deeds, assignments, transfers, tax declarations, certificates and any other documents or instruments which are necessary or appropriate for the sale, disposition or liquidation of real property acquired by the Trustee, in its capacity as Trustee or behalf of the Trust, either by foreclosure or by deed-in-lieu of foreclosure.

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

#### SIGNATURES ON FOLLOWING PAGE

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00208661

State of Maryland	Cn the 24 day of January in the year 2000 year
County of <u>Baltimore</u>	before me, the undersigned, a Notary Public in and for said state
	personally appeared Dante M. Monakil, personally Name of Signer
	known to me or proved to me on the basis of satisfactory evidence to
	be the individual(*) whose name(*) is (**) subscribed to the within
	instrument and acknowledged to me that he/strumey executed the
	same in his/he <del>n(thei</del> r capacity( <del>ise</del> ), and that by his/h <del>en/th</del> eir
Ć,	signature(e) on the instrument, the individual(e), or the person upon
Sharon A. Surgay	behalf of which the individual(s) acted, executed the instrument.
Notary  My Commission Expires 8/1,2002	/:c
Though the information in this section is not	required by law, it may prove valuable to persons relying on the
accument and could prevent fraudulent  Pescription of Attached Document	remover and rearrachment of this form to another document.  Top of thumb here
itle or Type of Document:	
Document Date:	Number of Pages:
Signer(s) Other Than Named Above: _	• 75
Nalional Notary Association • 9350 De Solo Ava., P.O. Box 240;	
	* <b>/</b> .
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	T'S OFFICE