

WHEN RECORDED MAIL TO:

Advanta Mortgage Corp. USA  
Attn: Document Control Department  
10790 Rancho Bernardo Road  
San Diego, CA 92127  
(Cook, FL)



1154067 1/3



LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the **BANKERS TRUST COMPANY**, 1761 East St. Andrew Place, Santa Ana, CA 92705, as Trustee (the "Trustee"), under a Pooling and Servicing Agreement among **Advanta Mortgage Corp. USA** and the Trustee, a New York banking organization organized and existing under the laws of the State of New York constitutes and appoints **Advanta Mortgage Corp. USA, 10790 Rancho Bernardo Road, San Diego, CA 92127**, organized and existing under the laws of Delaware, its true and lawful Attorney-in-Fact, with only such power and authority 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 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 serviced for the undersigned by said Attorney-in-Fact.

This appointment shall apply to the following transactions only:

1. The modification or re-recording 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 re-recording 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 re-recording, 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;

ATGF INC

# UNOFFICIAL COPY

00220099

3. The subordination of the lien of a mortgage or deed of trust to a first mortgage or first deed of trust;

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 the Bankers Trust Company 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 Attorney.

5. The full satisfaction/release of a mortgage (or assignment of Mortgage or endorsement of Mortgage Note 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 of 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 on behalf of the Trust, either by foreclosure or by deed-in-lieu of foreclosure.

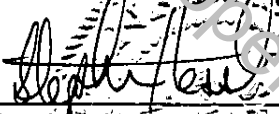
# UNOFFICIAL COPY


00220099

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.

BANKERS TRUST COMPANY

WITNESS:

  
\_\_\_\_\_  
Stephen Hessler  
Assistant Vice President

  
\_\_\_\_\_  
Mark McNeill  
Assistant Secretary

State of California

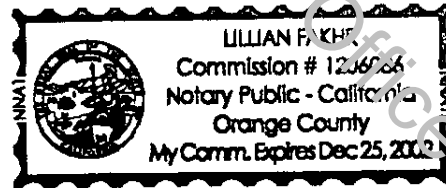
  
\_\_\_\_\_  
Danette Morris

County of Orange

On January 3, 2000, before me, Lillian Fakhr, personally appeared Stephen Hessler personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

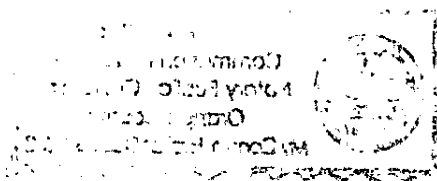
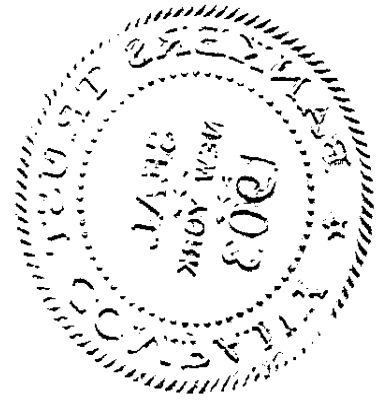
WITNESS my hand and official seal.

  
\_\_\_\_\_  
Notary Public



UNOFFICIAL COPY

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

00220099

Legal Description:

Lot 11 in White's Subdivision of the North 2/3 of Block 14 in Samuel J. Walker's Subdivision of that part South of Canal of the Northwest Quarter of Section 31, Township 39 North, Range 14, East of the Third Principal Meridian and of that part South of Canal of the East Half of the Northeast Quarter of Section 36, Township 39 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

Commonly known as: 3324 South Hamilton Avenue, Chicago, Illinois

PIN# 17-31-113-035-0000

Property of Cook County Clerk's Office