RECORDING REQUEST BY

Advanta Mortgage Corp. USA

WHEN RECORDED MAIL TO

NAME

RECORD AND RETURN TO:

MAILING

ADVANTA MORTGAGE CORP.

ADDHESS

USA (DEPT. 410)

CITY, STATE ZIP CODE

16875 W. BERNARDO DRIVE

SAN DIEGO, CA 92127

97131359

Cook, IL

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

County Clark's Office

TITLE(S)

Doited Power of Attorney

LIMITED POWER OF ATTORNEY

This Limited Power of Attorney is made as of July 19, 1996 by Aames Capital Corporation, having an office at 3731 Wilshire Boulevard, 3rd Floor, Los Angeles, CA 90010 ("Owner"), in favor of Advanta Mortgage Corp. USA, a Delaware corporation, having an office at 16875 West Bernardo Drive, San Diego, CA 92127 ("Servicer").

WHEREAS, Owner and Servicer have executed and delivered a certain Loan Servicing Agreement dated as of May 20, 1996 (the "Servicing Agreement"), pursuant to which Owner and Servicer agreed to certain terms governing the servicing of single family mortgage loans ("Mortgage Loans") by Servicer on behalf of Owner, and

WHEREAS, Owner and Servicer desire that Owner execute and deliver this Limited Power of Attorney in order to facilitate the servicing of the Mortgage Loans by Servicer.

NOW THEREFORE, Owner does hereby appoint, subject to and in accordance with the Servicing Agreement, Servicer, as its attorney-in-fact, in its name, place and stead.

- To execute all documents necessary to satisfy or discharge "Mortgages" and "Notes" (as defined in the Servicing Agreement) upon receipt of all principal, interest and other payments called for in the related lien documents,
- To take such actions as are necessary and appropriate to pursue, prosecute and defend foreclosures (or other comparable conversions to ownership), ejectments, evictions, bankruptcies, suits and other related matters with respect to "Mortgaged Properties" (as defined in the Servicing Agreement), in accordance with Servicing Agreement;
- To execute all deeds, assignments, transfers, tax declarations, certificeten, pledges and any other documents or instruments whatsoever which are necessary, appropriate, or required in order to transfer and assign Mortgaged Properties acquired by Owner either by foreclosure or by deed in lieu of foreclosure and any such deed to be without recourse;
- 4) To take such further actions as are reasonably deemed necessary or desirable to service, administer, and enforce the terms of said Mortgage Loans in accordance with the Servicing Agreement; and
- To endorse checks, notes, drafts and other evidences of payment made payable to the Owner, representing payments on accounts in the name of the Owner.

Until a properly executed revocation of this Limited Power of Attorney is duly executed and delivered, all parties dealing with said attorney-in-fact (individually or collectively) in connection with the above described matters may fully rely upon the power and authority of said attorney-in-fact to act for and on behalf of the undersigned, and in its name, place and stead, and may accept and rely on all documents and agreements entered into by said attorney-in-fact pursuant to the powers listed herein.

As between Owner and Servicer, this Limited Power of Attorney shall be effective as of July 18, 1996 and shall remain in full force and effect thereafter until a written notice of revocation hereof shall have been executed by Owner. The expiration or revocation of the period of agency hereunder shall in no wise affect the validity of any actions of said Attorney-In-) act during said period. This Limited Power of Attorney is not intended to modify or expand the rights and obligations of Servicer as set forth in the Servicing Agreement.

Nothing in this Limited Power of Attorney shall be construed to prevent Owner from acting on its behalf as the owner of the Mortgage Loans.

IN WITNESS WHEREOF. Owner has caused this Limited Power of Attorney to be signed and executed as its seal here, affixed in its name by its proper officer thereunto duly authorized on the 7th day of August 1996

Aanzee Sapital Corporation

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Allen Michigan	11 Chili
/ Calle to Landing	By: $((f_i, f_i))$
/ Witness	Name: D.H. Relf
	Its: Vice President
DAS	Co
	Ву
Withess	Name: <u>Cathy Guerrero de Jesus</u>
	Warny Querrero de Mesus
	Its: Assistant Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of County of oppoured Litt Pett & Alling Mariet de Sesels On personally appeared , [personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s). MICH MARIN or the entity upon bohalf of which the person(s) acted, Commission # 1091960 executed the instrument. By Public -- California Je Angeles County WITNESS my hand and official soal OPTIONAL Though the information below is not required by law in an express valuable to persons relying on the document and could prevent fraudulent removal and really chinem of this form to another document **Description of Attached Document** Title or Type of Document **Document Date:** Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name: Signer's Name: Individual Individual Corporate Officer Corporate Officer Title(s): Title(s): Limited Partner --General Partner ---Limited General Attornoy-in-Fact Altorney-in-Fact Trustee Trustee Guardian or Conservator Guardian or Conservator Other: Other: Signer Is Representing: Signer Is Representing:

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