RECORDING REQUEST BY

Advanta Mortgage Corp. USA

WHEN RECORDED MAIL TO

**RECORD AND RETURN TO:** 

ADVANTA MORTGAGE CORP.

USA (DEPT. 410)

CATTO STATE 16875 W. BERNARDO DRIVE

SAN DIEGO, CA 92127

9715455

97153354

CEPT-01 RECURDING \$25.5 Trodec TRAN 0231 03/06/97 14:14:00 125.50

#7911 # SA #-97-153354 COOK COUNTY RECORDER

COOK, IL

SPACE ABOVE THIS LINE RESERVED FOR RECORDERS USE

TITLE(5)

L'mized Power of Attorney

COOK COUNTY CIETY'S OFFICE 97100 53

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## UNGEFICIAL COPY

This Limited Power of Attorney is made as of December 5, 1996 by The Provident Bank, having an office at One East Fourth Street, Cincinnati, Ohio 45202 ('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 August 30, 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

VIEREAS, 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:

- 1) To execute all document, 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 curversions 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, deeds to secure debt, assignments, transfers, tax declarations, certificates, pledges and any other documents or instruments what spever which are necessary, appropriate, or required in order to transfer and assign Mortgaged Properties acquired by Owner either by foreclosure or by deed profiles of foreclosure and any such deed to be without recourse;
- 4) To take such firsther actions as are deemed necessary or desirable to service, administer, and enforce the terms of said Mortgage Loans in accordance with the Servicing Agreement; and
- 5) 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 asshoriny 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.

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As between Owner and Servicer, this Limited Power of Attorney shall be effective as of December 5, 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-Fact 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 hereto affixed in its name by its proper officer thereunto duly antistized on the 19 day of December, 1996.

day of December, 1996.	
	The Provident Bank
Witness	By. Januar
C	Name: Dick Gravino
94	Title: Senior Vice President
de New	By Person of which
Witness	Name: Kevin M. Shea
	Title: Assistant Secretary
State of [ Ohio ]:	75
County of [ Hamilton ]:	0,50
On this, the 19 day of December 1996, before me, a Voltary Public, personally appeared, Dick Gravino and Kevin M. Shea, who acknowledged that they executed the foregoing instrument for the purposes therein contained, as Senior Vice President and Assistant	
Secretary, respectively, of The Provident Bank.  Witness my hand and Notarial Seal the day and year above written	

Witness my hand and Notarial Seal the day and year above written

Notary Signature

My Commission Expires on

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