

# UNOFFICIAL COPY

98028088

DEPT-01 RECORDING \$23.50  
 T#0013 TRAN 7986 01/12/98 14:52:00  
 #2279 # TB #-98-028088  
 COOK COUNTY RECORDER

Record and Return to:  
 Paid Accounts Dept. #410  
 Advanta Mortgage Corp. USA  
 16875 West Bernardo Drive  
 San Diego, CA 92127

COOK, IL

## LIMITED POWER OF ATTORNEY

This Limited Power of Attorney is made as of September 22, 1997 by New Century Mortgage Corporation, having an office at 18400 Von Karman, Suite 1000, Irvine, CA 92612 ("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 April 4, 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:

- 1) 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;
- 2) 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;
- 3) To execute all deeds, deeds to secure debt, assignments, transfers, tax declarations, certificates, 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 deemed necessary or desirable to service, administer, and enforce the terms of said Mortgage Loans in accordance with the Servicing Agreement; and

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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 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 September 22, 1997 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 authorized on the 6 day of Oct, 1997.

New Century Mortgage Corporation

By: 

Name Brad Morrice

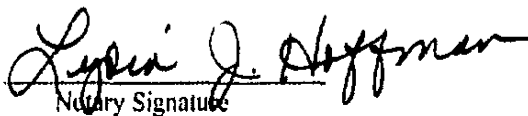
Title President

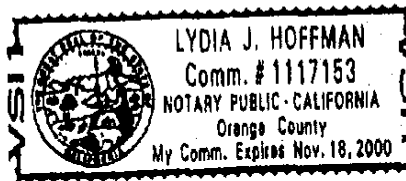
Witness

State of [ Calif. ]:  
County of [ Orange ]: ss

On this, the 6 day of Oct., 1997, before me, a Notary Public in and for said County and State, personally appeared, BRAD MORRICE, personally known to me (or proven 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), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

  
Notary Signature



My Commission Expires on \_\_\_\_\_

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