

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Plaza Home Mortgage Servicing Corporation
One Centerpointe Drive #120
Lake Oswego, Oregon 97035

APR 24 11 52 AM '95

G. Olson
AUDITOR
GARY M. OLSON

122137

BOOK 149 PAGE 459

LIMITED POWER OF ATTORNEY

The undersigned, MORTGAGE MARKET, INC., a corporation/partnership organized and existing under the laws of the State of OREGON (Lender), hereby makes this Limited Power of Attorney on the following terms and conditions:

RECITALS

- A. Lender and PLAZA HOME MORTGAGE SERVICING CORPORATION, a New Mexico corporation, ("Plaza") are parties to a certain Concurrent Funding Lender Agreement dated 7/8/94 (the "Agreement") whereby Lender has agreed to fund residential real estate loans, processed, packaged and closed by Lender (the "Loans") for sale to Plaza.
- B. The Loans will be evidenced and/or secured by promissory notes, mortgages, deeds of trust, assignments and/or other security documents or instruments or evidence of indebtedness which are to be assigned to Plaza under the Agreement (collectively, the "Loan Documents"); and
- C. Lender desires to appoint certain employees and/or officers of Plaza as its attorney-in-fact for the limited purpose of executing all endorsements and assignments of the Loan and Loan Documents to Plaza and taking such other action in connection therewith as required by the terms of the Agreements, as more fully set forth below.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender agrees as follows:

1. Lender hereby makes, constitutes and appoints and designates each of the following persons: Jodi Skrip Manager, Susan R. Williams Funder, Liz Glass Account Executive, Jennifer Juhala Underwriting Assis., each of whom is an employee and/or an officer of Plaza, as Lender's true and lawful attorney-in-fact and agent, each with full right, power and authority for Lender and in Lender's name, place and stead, to endorse and assign to Plaza any and all of the Loans and the Loan Documents, including, without limitation, all loan agreements, promissory notes, mortgages, deeds, deeds of trust, trust agreements, pledge agreements, security agreements, guarantees, financing statements, subordinations agreements, assignments, waivers, acceptances, bills of sale, general assignments, title insurance commitments, and policies, private mortgage insurance policies, hazard insurance policies, and all other documents, riders, agreements, and rights incidental to any of the foregoing.

2. The grant of limited power of attorney shall be deemed a power coupled with an interest and is irrevocable. The power of attorney granted herein shall not be terminated except by express written termination signed by Plaza, and shall not be affected by any incapacity, disclution, insolvency, liquidation, or bankruptcy of Lender, or by a breach of the Agreement.
3. Unless terminated in accordance with the provisions of paragraph two (2) above, all persons dealing with Lender and Plaza, including, without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, the Governmental National Mortgage Association, the Veterans Administration, and any other purchaser, investor, assignee, insurer, or title insurer, shall be entitled to rely upon the powers granted by this instrument for all purposes and actions consistent with those powers, without need for further inquiry or investigation. Lender hereby ratifies all acts done by Plaza in connection with the Matters contemplated by this Limited Power of Attorney.
4. The undersigned person executing this instrument on behalf of the Lender hereby represents that he/she is a duly authorized officer, partner, or representative (as the case may be) of Lender with full power and authority to execute and deliver this Limited Power of Attorney to Plaza and to bind Lender to the terms of this instrument; that the execution and delivery of this Limited Power of Attorney to Plaza is made with all necessary corporate and partnership approvals and actions; that this instrument is a legally binding obligation of Lender enforceable in accordance with its terms; and that the execution and delivery of this Limited Power of Attorney does not violate the terms of Lender's Articles of Incorporation, By-Laws, or partnership agreement (as the case may be), and does not constitute a breach of any other agreement to which Lender is bound or is a party.
5. This Limited Power of Attorney shall be deemed effective immediately, and may be recorded by Plaza in multiple counterparts in multiple counties, with each such counterpart being deemed a duplicate original.

IN WITNESS WHEREOF, Lender by and through the undersigned authorized person, had executed this Limited Power of Attorney as of the 20th day of MARCH, 1995.

LENDER:

MORTGAGE MATKET INC.

By:

Mary Annas
Mary Annas PRESIDENT
 (Print name and title)

STATE OF Oregon

Limited Power of Attorney 2/14/95

COUNTY OF Clackamas

On 3-30-95 before me, Erene Eckert a notary public in and for said State, personally appeared Martin Francis personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) were 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.

Signature: Erene Eckert

(Seal)

