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BOOK 196 PAGE 668

**RETURN ADDRESS** 

Stewart Mortgage Information Mortgage Services P.O. Box 540817 Houston, TX 77254-0817 ATTN: Wesley Heas FEE 14 10.33 All 100.

PLANTY

GARTIL PLSSEN

Please print neatly or type information

Document Title(s)

LIMITED POWER OF ATTORNEY

Reference Numbers(s) of rela	ited documents
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Additional Reference #'s on page\_

Grantor(s) (Last, First and Middle Initial)

Bank One, National Association, as Trustee (formerly known as The First National Bank of Chicago, as Trustee)

Grantee(s) (Last, First and Middle Initial)

Additional grantors on page\_

Residential Funding Corporation : 100/80

Balled

Additional grantees on page\_ Legal Description (abbreviated form: Le. lot, block, plat or section, township, range, quarter/quarter)

Additional legal is on page \_\_\_\_

Assessor's Property Tax Parcel/Account Number

Additional parcel #'s on page verify the accuracy or completeness of the indexing information provided herein.

RETURN TO: SMI Sherry Dava
P.O. Box 540817 WA . Skarmania
Houston, TX 77254-0817 710\_9924

MATERIAL OF THE

## **Limited Power of Attorney**

## KNOW ALL MEN BY THESE FREMISES:

That Bank One, National Association, as Trustee (formerly known as The First National Bank of Chicago, as Trustee) (the "Trustee"), under Pooling and Servicing Agreenants pursuant to which Residential Funding Corporation acts as Master Servicer, and such Trustee being, a national banking association organized and existing under the laws of the United States of America, and having an office located at 1 Bank One Plaza. Suite IL1-0126 (RFC). Global Corporate Trust Services. Chicago, Illinois 60670-0126, has made, constituted and appointed, and does by these presents make, constitute and appoint Residential Funding Corporation, a corporation organized and existing under the laws of the State of Delaware, its true and lawful Attorney-in Fact, with full power and authority to sign, execute, acknowledge, deliver, file for record, and record any instrument on its behalf and to perform such other act or acts as may be customarily and reasonably necessary and appropriate to effectuate the following enumerated transactions in respect of any of the mortgages or deeds of trust (the "Mortgages" and the "Deeds of Trust", respectively) and promissory notes secured thereby (the "Mortgage Notes") for which the undersigned is acting as Trustee for various certificateholders whether the undersigned is named therein as mortgagee or beneficiary or has become the mortgage by virtue of endorsement of the Mortgage Note secured by any such Mortgage or Deed of Trust) and for which Residential Funding Corporation is acting as marrier servicer.

This appointment shall apply to the following counterated transactions only:

- The modification or re-recording of a 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 such title insurance was issued and said modification or re-recording, in either instance, does not adversely affect the lien of the Mortgage or Deed of Trust as insured.
- The subordination of the lica of a Montgage or Deed of Trust to an easement in favor of a public
  utility company or a government agency or unit with power of eminent domain; this section shall
  include, without limitation, the execution of partial satisfaction/releases, partial reconveyances or
  the execution of requests to trustees to accomplish same.
- 3. The qualified subordination of the lien of a Mortgage or Deed of Trust to a lien of a creditor that is created in connection with the refinancing or a debt secured by a lien that was originally superior to the lien of the Mortgage or Deed of Trust.
- With respect to a Mortgage or Deed of Trust, the foreclosure, the taking of a deed in lieu of foreclosure, or the completion of judicial or non-judicial foreclosure or termination, cancellation or reacission of any such foreclosure, including, without limitation, any and all of the following acts:
  - a. The substitution of trustee(s) serving under a Deed of Trust, in accordance with state law and the Deed of Trust;
  - Statements of breach or non-performance;
  - Notices of default;
  - d. Cancellations/rescissions of notices of default and/or notices of sale;
  - e. The taking of a deed in lieu of foreclosure; and
  - f. Such other documents and action as may be necessary under the terms of the Mortgage, Deed or Trust or applicable state law to expeditiously complete said transactions.
- The conveyance of the properties to the mortgage insurer, or the closing of the title to the property to be acquired as real estate owned, or conveyance of title of real estate owned.
- The completion of loan assumption agreements.
- The full satisfaction/ release of a Mortgage or Deed of Trust or full reconveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.
- The assignment of any Mortgage or Deed of Trust and the related Mortgage Note, in connection
  with the repurchase of the mortgage loan secured and evidenced thereby pursuant to the

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requirements of a Residential Funding Corporation Seller Contract, including, without limitation, by reason of conversion of an adjustable rate mortgage loan from a variable rate to a fixed rate.

 The full assignment of a Mortgage or Deed of Trust upon payment and discharge of all sums secured thereby in conjunction with the refinancing thereof, including, without limitation, the assignment of the related Mortgage Note.

The undersigned gives said Attorney-in Fact full power and authority to execute such instruments and to do and perform all and every act and thing necessary and proper to carry into effect the power of powers granted by or under this Limited Power of Attorney as fully as the undersigned might or could do, and hereby does ratify and confirm to all that said Attorney-in Fact shall lawfully do or cause to be done by authority hereof.

Third parties without actual notice may rely upon the exercise of the power granted under this Limited Power of Attorney; and may be satisfied that this Limited Power of Attorney shall continue in full force and effect and has not been revoked unless an instrument of revocation has been made in writing by the undersigned and recorded in the real property records of the jurisdiction in which this Limited Power of Attorney was recorded.

Name: R. Tarmes
Title: Vice President

Bank One, National Association, as Trustee (formerly known as The First National Bank of Chicago, as Trustee)

Name: Faye Wright
Title: Vice President

STATE OF ILLINOIS

SS.

## COUNTY OF COOK

On November 15, 1999 before me personally appeared R. Tarinas and Faye Wright, personally known to me or proved to me on this basis of antisfaction evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal

Notary Public in and for the State of Illinois

OFFICIAL STAL

NILDA SISBRA

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