

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

*Fleet Mortgage
3703 Howard Hughes Pkwy #140
Las Vegas, NV 89117*

LIMITED POWER OF ATTORNEY

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

RECITALS

- A. Lender and FLEET MORTGAGE CORP. ("FMC"), a South Carolina corporation, are parties to a certain Concurrent Funding Lender Agreement (the "Agreement") whereby Lender has agreed to fund residential real estate loans, processed, packaged and closed by Lender (the "Loans") for sale to FMC;
- 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 FMC under the Agreement (collectively, the "Loan Documents"); and
- C. Lender desires to appoint certain employees and/or officers of FMC as its attorney-in-fact for the limited purpose of executing all endorsements and assignments of the Loan and Loan Documents to FMC 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 FMC Associates: ROBERT L. WOODSIDE AND/OR BONNIE BROWN, each of whom is an employee and/or an officer of FMC, 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 FMC 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, subordination 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 FMC, and shall not be affected by any incapacity, dissolution, insolvency, liquidation, or bankruptcy of Lender, or by a breach of the Agreement.

Unless terminated in accordance with the provisions of paragraph two (2) above, all persons dealing with Lender and FMC, 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 FMC 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 FMC and to bind Lender to the terms of this instrument; that the execution and delivery of this Limited Power of Attorney to FMC 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 FMC 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 23 day of September, 1996

LENDER:

PROFESSIONAL MORTGAGE COMPANY

By: Lisbet Stearns

Lisbet Stearns, Vice President
(Print name and title)

STATE OF NEVADA

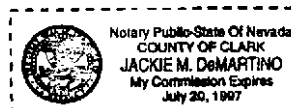
COUNTY OF CLARK

On September 23, 1996 before me, Jackie DeMartino, a notary public in and for said State, personally appeared Lisbet Stearns, 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) of 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

Jackie DeMartino



Limited Power of Attorney 5/15/95

NO. **106017**
FILED AND RECORDED AT REQUEST OF
Cow County Title
October 1, 1996
AT 10 MINUTES PAST 3 O'CLOCK
P M IN BOOK 121 OF OFFICIAL
RECORDS, PAGE 272 LINCOLN COUNTY
NEVADA.

YUIRKO SETZER
COUNTY RECORDER
by Ledie Boucher, deputy

BOOK **121** PAGE **274**