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RECORDED
AT THE REQUEST OF

Recon Trust Company

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FOR 18.00 + 25.00
LESLIE JOHNSON

LIMITED POWER OF ATTORNEY

When recorded mail to:
Countrywide Home Loans, Inc.
1800 Tapo Canyon Road
Simi Valley, CA 93063
Attn.: Bob Greenhalgh
Document Procurement SV-79C



LIMITED POWER OF ATTORNEY
TO COUNTRYWIDE MORTGAGE CORPORATION

PREPARED BY:

Name: Patrick GROSSO
Address: 350 S. Grand Ave, 43rd Fl
Telephone: (323) 210-4882

RECORD & RETURN TO:

Countrywide Home Loans, Inc.
1800 Tapo Canyon Road/SV-79C
Simi Valley, CA 93063
Attn: Bob Greenhalgh
Document Procurement

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, pursuant to the terms of the Master Mortgage Loan Purchase Agreement dated as of August 14, 2002 (the "Purchase Agreement") and related purchase confirmations (collectively with the "Purchase Agreement", the "Agreement"), between Aames Capital Corporation ("Aames Capital") and Countrywide Home Loans, Inc. ("Countrywide")

WHEREAS, Aames Capital will sell certain mortgage loans (the "Mortgage Loans") to Countrywide pursuant to the terms of the Agreement; and

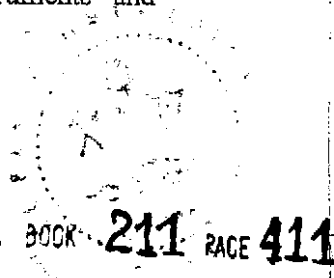
WHEREAS, Aames Capital is providing this Limited Power of Attorney on behalf of itself and its affiliated entity, Aames Funding Corporation (collectively with Aames Capital, "Aames") for use in connection with Mortgage Loans sold pursuant to the Agreement.

NOW, THEREFORE, in consideration of the mutual promises, obligations and covenants contained herein and in the Agreement and for other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, Aames does hereby make, constitute and appoint Countrywide, Aames's true and lawful agent and attorney-in-fact with respect to each Mortgage Loan in Aames's name, place and stead: (i) to complete (to the extent necessary) and to cause to be submitted for filing or recording in the appropriate public filing or recording offices, all assignments of mortgage, deeds of trust or similar documents, assignments or reassignments of rents, leases and profits, in each case in favor of Countrywide, and all Form UCC-2 or UCC-3 assignments of financing statements and all other comparable instruments or documents with respect to the Mortgage Loans which are customarily and reasonably necessary or appropriate to assign agreements, documents and instruments pertaining to the Mortgage Loans, and to evidence, provide notice of and perfect such assignments and conveyances in favor of Countrywide in the public records of the appropriate filing and recording offices; (ii) to file or record in the appropriate public filing or recording offices, all other Mortgage Loan documents to be recorded under the terms of the Agreement or any such Mortgage Loan which have not been submitted for filing or recordation by Aames on or before the date hereof or which have been so submitted but are subsequently lost or returned unrecorded or unfiled as a result of actual or purported defects therein, in order to evidence, provide notice of and perfect such documents in the public records of the appropriate filing and recording offices; and (iii) to do and perform all acts in connection with the servicing, administration and management of the Mortgage Loans, including but not limited to:

- (1) execute and deliver customary consents or waivers and other instruments and documents;

205154421 Book Page
Date 11/9/05

Robert C. Balink
County Clerk & Recorder
El Paso County, Colorado
By *Martha Delgado*
Deputy



- (2) consent to transfers of any Mortgaged Property and assumptions of the Mortgage Notes and related Mortgages;
- (3) collect any Insurance Proceeds and other Liquidation Proceeds;
- (4) effectuate foreclosure or other conversion of the ownership of the Mortgaged Property securing any Mortgage Loan;
- (5) to sign any necessary Assignments of Mortgage to fully give the lienholder rights over from Aames to Countrywide;
- (6) execute and deliver any and all instruments of satisfaction or cancellation or of partial or full release or discharge and all other comparable instruments, with respect to the Mortgage Loans, and with respect to the Mortgaged Properties; and
- (7) execute all documents customarily and reasonably necessary and appropriate for the transfer post-foreclosure of the previously Mortgaged Properties to third parties, and then to collect the sales proceeds from that transfer.

This Limited Power of Attorney may be utilized fully to all intents and purposes as Aames might or could do if personally present, hereby ratifying and confirming all that Countrywide as said attorney in fact shall lawfully do or cause to be done by virtue hereof.

ARTICLE I

The enumeration of particular powers herein is not intended in any way to limit the grant to Countrywide as Aames's attorney-in-fact of full power and authority with respect to the Mortgage Loans to complete (to the extent necessary), file and record any documents, instruments or other writings referred to above as fully, to all intents and purposes, as Aames might or could do if personally present, hereby ratifying and confirming whatsoever such attorney-in-fact shall and may do by virtue hereof; and Aames agrees and represents to those dealing with such attorney-in-fact that they may rely upon this Limited Power of Attorney until termination thereof under the provisions of Article III below. Any and all third parties dealing with Countrywide as Aames's attorney-in-fact may rely completely, unconditionally and conclusively on the authority of Countrywide, as applicable, and need not make any inquiry about whether Countrywide is acting pursuant to the Purchase Agreement. Any purchaser, title insurance company or other third party may rely upon a written statement by Countrywide that any particular Mortgage Loan or related mortgaged real property in question is subject to and included under this Limited Power of Attorney and the Purchase Agreement.

ARTICLE II

Any act or thing lawfully done hereunder by Countrywide shall be binding on Aames and Aames's successors and assigns.

ARTICLE III

This Limited Power of Attorney shall continue in full force and effect until the earliest occurrence of any of the following events:

- (i) the transfer by Countrywide of its servicing obligations under the Agreement to another servicer;
- (ii) with respect to any Mortgage Loan, such Mortgage Loan is no longer a part of the Agreement; and
- (iii) the termination of the Agreement in accordance with its terms.

Nothing herein shall be deemed to amend or modify the Agreement or the respective rights, duties or obligations of Aames under the Agreement, and nothing herein shall constitute a waiver of any rights or remedies thereunder.

ARTICLE IV

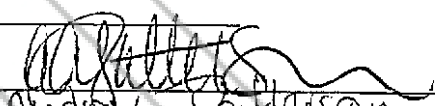
Capitalized terms used but not defined herein have the respective meanings assigned thereto in the Purchase Agreement.

IN WITNESS WHEREOF, Aames has caused this instrument to be executed and its corporate seal to be affixed hereto by its officer duly authorized as of September 8, 2005.

By: _____

Name: _____

Title: _____


Audrey Patterson
Executive Vice President

ACKNOWLEDGEMENT

STATE OF California
COUNTY OF Los Angeles SS:

On this 22nd day of September, 2005, before me appeared Aurly Patterson to me personally known, who, being by me duly sworn did say that he/she is the EVP of AMES, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

A. C. Hurtado
Name: A. C. Hurtado
Notary Public in and for said County and State

My Commission Expires:

12-16-07
Comm. # 1456796
LOS ANGELES COUNTY

