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KNOW ALL MEN BY THESE PREMISES:

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That Bankers Trust Company of California, NA fka Bank of America National Trust and Savings Association (successor by merger to Security Pacific National Bank), the Trustee under the Pooling and Servicing Agreements listed on Exhibit A hereto and incorporated herein by this reference, a national banking corporation organized and existing under the laws of the United States of America, and having its principal office located at 555 Anton Boulevard in the City of Costa Mesa, State of California, hath 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 mortgagee 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 master servicer.

This appointment shall apply to the following enumerated transactions only:

- 1. 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.
- 2. The subordination of the lien of a Mortgage or Deed of Trust to an easement in favor of a public utility company or a government agency or unit with powers of eminent domain; this section shall include, without limitation, the execution of partial satisfactions/releases, partial reconveyances or the execution of requests to trustees to accomplish same.
- 3. 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 rescission 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;

 DULY ENTERED FOR TAXATION SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER.
 - b. Statements of breach or non-performance;

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c. Notices of default;

d. Cancellations/rescissions of notices of default and/or notices of d

e. The taking of a deed in lieu of foreclosure; and

- f. Such other documents and actions as may be necessary under the terms of the Mortgage, Deed of Trust or state law to expeditiously complete said transactions.
- 4. 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.

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- 5. The completion of loan assumption agreements.
- 6. 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.
- 7. 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 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.
- 8. 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 or 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 has not been revoked unless an instrument of revocation has been made in writing by the undersigned.

Bankers Trust Company of California, NA fka Bank of America National Trust and Savings Association (Successor by merger to Security Pacific National Bank)

Name: KELLER

KATHERINE M. KELLER ASSISTANT SECRETARY Name: WWW. Dum

itle: Assistant Vice President

STATE OF NEW YORK

COUNTY OF

Title:

On this / day of Sept , 1996, before me the undersigned, Notary Public of said State, personally appeared Kallwine Kelley and Grand Deep and personally known to me to be duly authorized officers of Bankers Trust Company of California, NA fka Bank of America National Trust and Savings Association (Sucessor by merger to Security Pacific National Bank) that executed the within instrument and personally known to me to be the persons who executed the within instrument on behalf of Bankers Trust Company of California,

NA fka Bank of America National Trust and Savings Association (Sucessor by merger to Security Pacific National Bank) therein named, and acknowledged to me such Bankers Trust Company of California NA fka Bank of America National Trust and Savings Association (Sucessor by merger to Security Pacific National Bank) executed the within instrument pursuant to its by-laws.

NATALIE Y. TSCHAIKOWSKY

NOTARY PUBLIC - CALIFORNIA Orange County My Comm. Expires April 10, 2000

, m. Keller

WITNESS my hand and official seal.

otary Public in and for the

State of New York

Califor

After recording, please mail to: Residential Funding Corporation 8400 Normandale Lake Blvd., Ste. 600 Minneapolis, MN 55437

EXHIBIT A

Pooling and Servicing Agreement dated as of September 26, 1989 among P-B Secured Financing Corporation, as Depositor, Residential Funding Corporation, as Servicer, and Security Pacific National Bank, as Trustee providing for the issuance of Mortgage Pass-Through Certificates, Series 1989-3

Pooling and Servicing Agreement dated as of September 26, 1989 among P-B Secured Financing Corporation, as Depositor, Residential Funding Corporation, as Servicer, and Security Pacific National Bank, as Trustee providing for the issuance of Mortgage Pass-Through Certificates, Series 1989-4

Pooling and Servicing Agreement dated as of December 1, 1990 among Salomon Brothers Mortgage Securities VII, Inc., as Depositor, Residential Funding Corporation, as Servicer, and Security Pacific National Bank, as Trustee providing for the issuance of Mortgage Pass-Through Certificates, Series 1990-3A, 1990-3B, 1990-3C, 1990-3D and 1990-3E

Pooling and Servicing Agreement dated as of January 1, 1991 among Salomon Brothers Mortgage Securities VII, Inc., as Depositor, Residential Funding Corporation, as Servicer, and Security Pacific National Bank, as Trustee providing for the issuance of Mortgage Pass-Through Certificates, Series 1991-1A, 1991-1B, and 1991-1C

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