

When Recorded, Return to:
Fairbanks Capital Corp.
Attn: Document Control
P.O. Box 65250
Salt Lake City, UT 84165-0250

08/23/2000 03:04 PM 14.00
Book - 8382 Pg - 7894-7896
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
FAIRBANKS CAPITAL CORP
PO BOX 65250
SLC UT 84165-0250
BY: KCC, DEPUTY - WI 3 P.

LIMITED POWER OF ATTORNEY

This Limited Power of Attorney is executed as of September 30, 1999, by FREMONT INVESTMENT & LOAN, ("Fremont") a California industrial loan company, having an office at 175 North Riverview Drive, Anaheim, California 92808, appointing as attorney-in-fact FAIRBANKS CAPITAL CORP., a Utah corporation having an office at 3815 South West Temple, Salt Lake City, Utah 84115-4412 ("Fairbanks").

RECITALS:

A. Painewebber Mortgage Acceptance Corporation, IV ("Depositor"), Fremont Investment & Loan ("Transferor and Master Servicer") and First Union National Bank as Trustee have entered into a Sale and Master Servicing Agreement ("Agreement") dated as of March 1, 1999, for Fremont Home Loan Owner Trust 1999-1, Home Loan Asset Backed Notes, Series 1999-1, whereby the Master Servicer will service certain mortgage loans on behalf of the Trustee;

B. The Master Servicer and Fairbanks Capital Corp. ("Fairbanks") thereafter entered into an Agreement Regarding Standard Servicing Terms ("Servicing Agreement") dated as of March 1, 1999, pursuant to which Fairbanks will service certain mortgage loans listed in Schedule 1 attached to the Agreement ("Mortgage Loans") on behalf of the Master Servicer and the Trustee;

C. In connection with Fairbanks' performance of such functions, Fairbanks has requested that Fremont empower Fairbanks to execute certain documents on its behalf as further described herein.

NOW, THEREFORE, the parties agree as follows:

1. Fremont hereby appoints Fairbanks as its attorney-in-fact, with full power of substitution, to exercise at any time all or any of the following powers: (i) to execute on behalf of Fremont any assignments, documents or instruments necessary to assign, convey, or otherwise transfer its interest in the Mortgage Loans to First Union National Bank, as Trustee under the Sale and Master Servicing Agreement dated as of March 1, 1999, for Fremont Home Loan Owner Trust 1999-1. This appointment is effective until withdrawn by written notification from Fremont to Fairbanks.
2. Fremont represents that any bank, title company or other institution may rely on this Limited Power of Attorney in honoring the acts of Fairbanks hereunder.
3. Fairbanks hereby agrees to indemnify and hold Fremont and its directors, officers, employees and agents harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by reason or result of or in connection with the exercise by Fairbanks of the powers granted to it hereunder. The foregoing indemnity shall survive the termination of this Limited Power of Attorney.

Freiwel & Hannoy PC
251 N. Illinois St. Ste 1700
Indianapolis, In. 46209

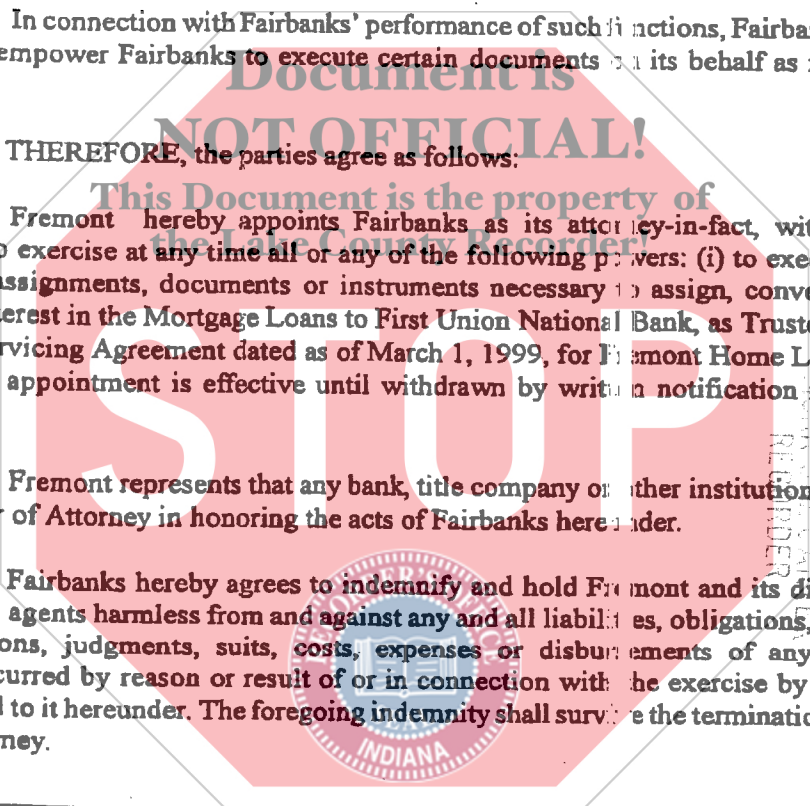
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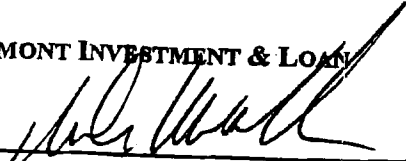
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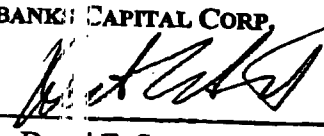
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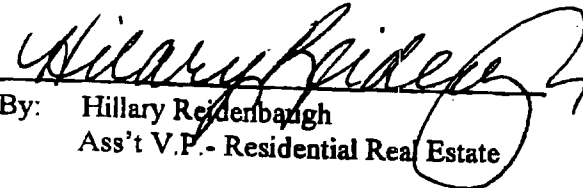


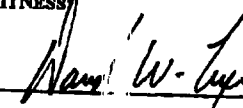
4. This Agreement is entered into and shall be governed by the laws of the state of Utah. To the extent permitted by other applicable law, the terms and provisions of this Agreement shall control in the event of any conflict between such terms or provisions.

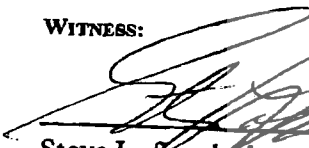
IN WITNESS WHEREOF, the parties have executed this Limited Power of Attorney on the day and year first above written.

FREMONT INVESTMENT & LOAN

By: Kyle Walker
Senior V.P.- Residential Real Estate

FAIRBANKS CAPITAL CORP

By: David E. Smoot
Assistant Secretary


By: Hillary Reidenbaugh
Ass't V.P.- Residential Real Estate

WITNESS:

Daryl W. Leman

WITNESS:

Steve Lofvendahl

WITNESS:

Carol A. Leman

