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Jefferson County, Colorado

2006
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**LIMITED POWER OF ATTORNEY
TO EMC MORTGAGE CORPORATION**

PREPARED BY:

Name:

Patrick Alesso

Address:

350 S. Grand Ave 43.20 Floor, Los Angeles, Ca

Telephone:

323-210-4882

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, pursuant to the terms of the Master Mortgage Loan Purchase and Interim Servicing Agreement dated as of September 18, 2000 (the "Purchase Agreement") and the Term Sheet dated November 12, 2003 (together, the "Agreement"), between Aames Capital Corporation (Aames Capital") and EMC Mortgage Corporation, Aames Capital is selling certain mortgage loans (the "Mortgage Loans") to EMC;

AND WHEREAS, Aames Capital is providing this Limited Power of Attorney on behalf of itself and its affiliated entities, Aames Funding Corporation, One Stop Mortgage, Inc. and Aames Home Loan (collectively with Aames Capital, "Aames") 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 EMC, 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 EMC, 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 EMC 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;
- (2) consent to transfers of any Mortgaged Property and assumptions of the Mortgage Notes and related Mortgages;

CLERK AND RECORDER OF JEFFERSON COUNTY CERTIFIED TO BE FULL TRUE AND CORRECT COPY OF THE ORIGINAL DOCUMENT IN MY CUSTODY DATE 9-14-05
DAVE GRIFFIN, JEFFERSON COUNTY CLERK AND RECORDER

BY:

DEPUTY CLERK

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call 26038
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- (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 EMC;
 - (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 EMC 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 EMC 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 EMC as Aames's attorney-in-fact may rely completely, unconditionally and conclusively on the authority of EMC, as applicable, and need not make any inquiry about whether EMC is acting pursuant to the Purchase Agreement. Any purchaser, title insurance company or other third party may rely upon a written statement by EMC 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 EMC 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:

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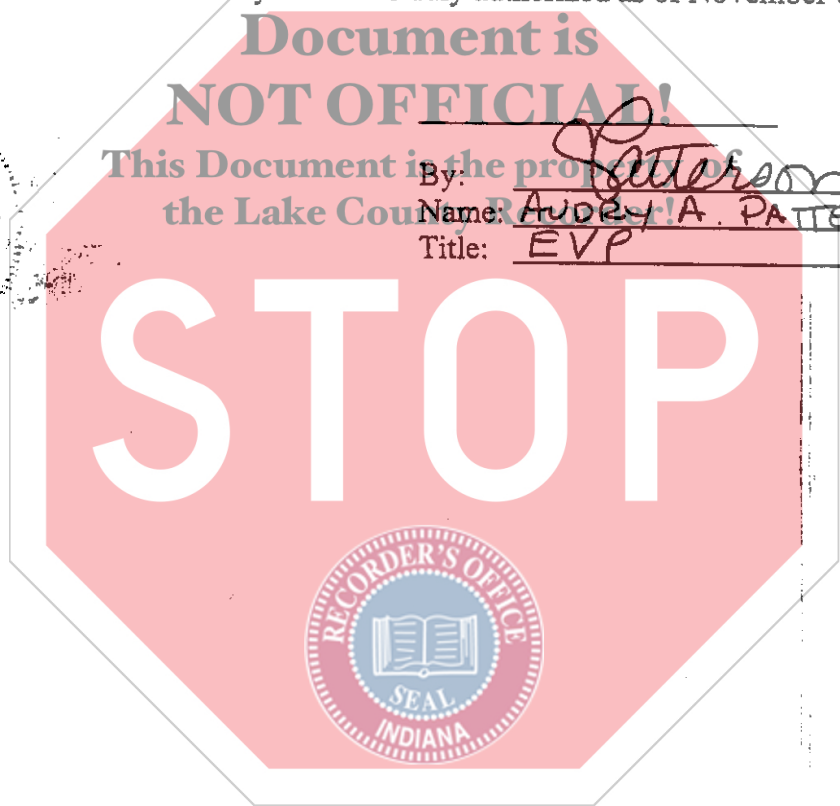
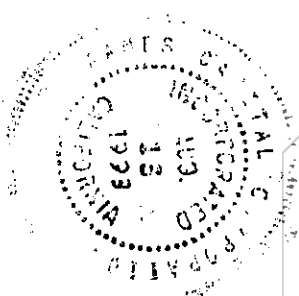
- (i) the transfer by EMC of its servicing obligations under the Agreement to another servicer;
- (ii) with respect to any Mortgage Loan, such Mortgage Loan is no longer a part of the Agreement; and
- (iii) the termination of the Agreement in accordance with its terms.

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 November 6, 2003.



Document is
NOT OFFICIAL!

This Document is the property of
the Lake County Recorder's Office

By: *Audrey A. Patterson*
Name: AUDREY A. PATTERSON
Title: EVP

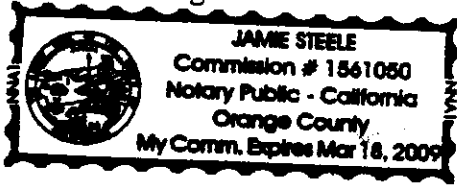


ACKNOWLEDGEMENT

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STATE OF California)
) SS:
COUNTY OF Orange)

On this 29th day of August, 2005 before me appeared Audrey A. PATTERSON, to me personally known, who, being by me duly sworn did say that he/she is the EXECUTIVE VICE PRESIDENT Ames Capital Corp., 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 Audrey A. PATTERSON acknowledged said instrument to be the free act and deed of said corporation.



Jamie Steele
Name: Jamie Steele
Notary Public in and for said County and State

My Commission Expires:

3/18/09



EMC Mortgage Corp
2780 Lake Vista Drive
Lewisville TX 75067-3884
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