

Prepared by J. Schrader
Recording Requested By and Return To:
Homecomings Financial Network
PO Box 7546
Attn: CLS-SAT Dept
Ft. Washington, PA 19034-9208
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FILED NO. **004478**
BOOK **46** PAGE **371**
2000 MAY 30 PM 3:20
MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

REG. \$ 15.00
ADD \$ _____
F.M.F. \$ 1.00

Limited Power of Attorney

KNOW ALL MEN BY THESE PREMISES: *Madison Cnty, IA*

That The Chase Manhattan Bank, (successor in interest to The Chase Manhattan Bank, N.A.,) as Indenture Trustee, (the "Trustee") under the Indentures (the "Indentures") among Home Equity Loan Trust and the Trustee and their related Servicing Agreements (the "Agreements") among Residential Funding Corporation and the Trustee, a New York State Banking Corporation organized and existing under the laws of the State of New York, and having an office located at 450 West 33rd Street, in the City of New York, State of New York, 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) creating a trust or second lien or an estate in fee simple interest in real property securing a Revolving Credit Loan and promissory notes secured thereby (the "Mortgage Notes") for which the undersigned is acting as Trustee or Indenture 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 only to transactions which the Trustee is authorized to enter into under the Indentures and the Agreements, but in no event shall apply to any transactions other than the following enumerated transactions:

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 satisfaction/releases, partial reconveyances or the execution of requests to trustees to accomplish same.
3. The qualified subordination of the lien of a Mortgage or Deed of Trust to a lien of a creditor that is created in connection with the refinancing of a debt secured by a lien that was superior to the lien of the Mortgage or Deed of Trust.

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4. 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;
 - b. Statements of breach or non-performance;
 - c. Notices of default;
 - d. Cancellations/rescissions of notices of default and/or notices of sale;
 - 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.
5. 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, or conveyance of title to real estate owned.
6. The completion of loan assumption agreements.
7. 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.
8. 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, with limitation, by reason of conversion of an adjustable rate mortgage loan from a variable rate to a fixed rate.
9. 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 endorsement 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 of 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 and has not been revoked unless an instrument of revocation has been made in writing by the undersigned.

The Chase Manhattan Bank, not in its individual capacity, by solely as Indenture Trustee under the Agreements and the Indentures

Mark McDermott

Name: Mark McDermott
Title: Trust Officer

R. Bergland

Name: R. Bergland
Title: Vice President

STATE OF NEW YORK)
SS.
COUNTY OF NEW YORK)

On this 3/3, ~~1999~~²⁰⁰⁰, before me the undersigned, Notary Public of said State, personally appeared R. Bergland and Mark McDermott, personally known to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities as authorized officers of The Chase Manhattan Bank, and that by their signatures on the instrument, the individuals executed the instrument, and that such individuals made such appearance before the undersigned in the city of New York, County of New York, State of New York.

WITNESS my hand and official seal.

Genevieve A. Forbes
Notary Public in and for the state of New York

After recording, please mail to:
Residential Funding Corporation
One Meridian Crossings, Suite 100
Minneapolis, MN 55423
Attn: CDR/Home Equity/03-03-80

GENEVIEVE A. FORBES
Notary Public, State of New York
No. 01FO3038423
Qualified in Kings County
Commission Expires January 23, 2001

