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

LIMITED POWER OF ATTORNEY

NOTICE

THE PURPOSE OF THIS POWER OF ATTORNEY IS TO GIVE THE PERSON YOU DESIGNATE (YOUR "AGENT") BROAD POWERS TO HANDLE YOUR PROPERTY, WHICH MAY INCLUDE POWERS TO SELL OR OTHERWISE DISPOSE OF ANY REAL OR PERSONAL PROPERTY WITHOUT ADVANCE NOTICE TO YOU OR APPROVAL BY YOU.

THIS POWER OF ATTORNEY DOES NOT IMPOSE A DUTY ON YOUR AGENT TO EXERCISE GRANTED POWERS, BUT WHEN POWERS ARE EXERCISED YOUR AGENT MUST USE DUE CARE TO ACT FOR YOUR BENEFIT AND IN ACCORDANCE WITH THIS POWER OF ATTORNEY.

YOUR AGENT MAY EXERCISE THE POWERS GIVEN HERE THROUGHOUT YOUR LIFETIME, EVEN AFTER YOU BECOME INCAPACITATED, UNLESS YOU EXPRESSLY LIMIT THE DURATION OF THESE POWERS OR YOU REVOKE THESE POWERS OR A COURT ACTING ON YOUR BEHALF TERMINATES YOUR AGENT'S AUTHORITY.

YOUR AGENT MUST KEEP YOUR FUNDS SEPARATE FROM YOUR AGENT'S FUNDS.

A COURT CAN TAKE AWAY THE POWERS OF YOUR AGENT IF IT FINDS YOUR AGENT IS NOT ACTING PROPERLY.

THE POWERS AND DUTIES OF AN AGENT UNDER A POWER OF ATTORNEY ARE EXPLAINED MORE FULLY IN 20 PA C S. CH. 56.

IF THERE IS ANYTHING ABOUT THIS FORM THAT YOU DO NOT UNDERSTAND, YOU SHOULD ASK A LAWYER OF YOUR OWN CHOOSING TO EXPLAIN IT TO YOU.

I HAVE READ OR HAD EXPLAINED TO ME THIS NOTICE AND I UNDERSTAND ITS CONTENTS.

ContiMortgage Corporation
(Principal)

Robert D. Davis, President

July 31, 2000
Date

FILED NO. 002225

BOOK 2002 PAGE 2225

2002 MAY -8 PM 3: 06

MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

This Limited Power of Attorney is executed as of July 31, 2000, by CONTIMORTGAGE CORPORATION, having an office at 338 South Warminster Road, Hatboro, PA 19040 ("Conti") appointing as its attorney-in-fact FAIRBANKS CAPITAL CORP., a Utah corporation having an office at 3815 South West Temple Street, Salt Lake City, Utah 84115-4412 ("Fairbanks").

REC \$ 25.00
AUD \$
R.M.F. \$

RECITALS:

- A. Conti and Fairbanks entered into an Asset Purchase Agreement ("Purchase Agreement") dated May 12, 2000, pursuant to which Fairbanks will service on behalf of Conti certain mortgage loans ("Mortgage Loans") subject to those certain agreements (collectively, the "Servicing Agreements") listed in Schedule 2.6 of the Purchase Agreement, which Schedule is attached hereto as Exhibit A;
- B. On May 17, 2000, Conti filed a voluntary petition for reorganization under chapter 11 of the Bankruptcy Code in the United State Bankruptcy Court for the Southern District of New York;

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- C. By order dated June 21, 2000, the Bankruptcy Court approved the terms of the Purchase Agreement.
- D. In connection with the performance of its servicing duties under the Purchase Agreement, Fairbanks has requested, and Conti has agreed to grant to Fairbanks, all legal authority necessary to execute certain documents and instruments.

SPECIFICATION OF POWERS GRANTED

Accordingly, Conti hereby appoints Fairbanks as its attorney-in-fact, with full power of substitution, to execute on behalf of Conti:

1. any documents or instruments necessary to collect payments against, liquidate or cancel any mortgage subject to a Servicing Agreement in accordance with the terms of that Servicing Agreement, and to otherwise manage and service the Mortgage Loans and properties in accordance with the Purchase Agreement;
2. any assignments, documents or instruments necessary to assign, convey, or otherwise transfer its interest in the Mortgage Loans;
3. any documents or instruments needed in connection with any bankruptcy or receivership of a mortgagor whose Mortgage Loan is subject to a Servicing Agreement;
4. any endorsements necessary to negotiate financial instruments related to the payment of a Mortgage Loan;
5. any documents necessary to foreclose any real property securing a Mortgage Loan subject to a Servicing Agreement;
6. any documents necessary to effectuate an eviction, unlawful detainer or similar dispossessory proceeding concerning any real property securing a Mortgage Loan subject to a Servicing Agreement; and
7. any documents necessary to offer, list, close the sale of, or convey real estate owned ("REO") property that was formerly subject to a Servicing Agreement.
8. This limited power of attorney is not intended to extend the powers granted to Fairbanks under the Purchase Agreement or to allow Fairbanks to take any action with respect to a Mortgage Loan not authorized by the Purchase Agreement. This Limited Power of Attorney shall not be used to create any new obligation of Conti to Fairbanks.



9. Conti represents that any bank, title company, court, governmental agency, or other institution may rely on this Limited Power of Attorney in honoring the acts of Fairbanks hereunder.

10. Fairbanks hereby agrees to indemnify and hold Conti 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.

11. This Limited Power of Attorney shall be governed by the laws of the state of Pennsylvania.

Executed July 31, 2000.

CONTIMORTGAGE CORPORATION

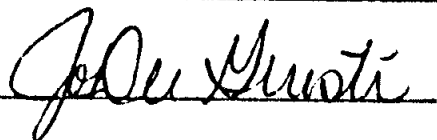
[Corporate Seal]

By:


ROBERT D. DAVIS
President

Witnesses:



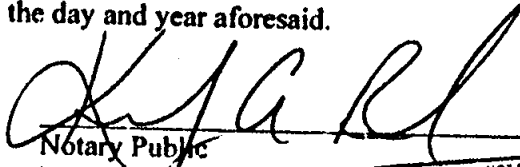


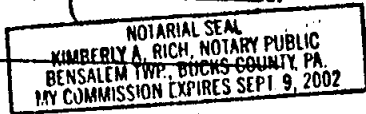


STATE OF PENNSYLVANIA :
COUNTY OF Bucks : ss.
MONTGOMERY

On this 31st day of July, 2000, before me the undersigned officer, personally appeared Robert D. Davis, known to me [or satisfactorily proven] to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed it for the purposes therein contained.

Witness my hand and official seal the day and year aforesaid.


Notary Public
My Commission Expires:



ACKNOWLEDGEMENT BY AGENT

I have read the attached power of attorney and am the person identified as the agent for the principal. I hereby acknowledge that in the absence of a specific provision to the contrary in the power of attorney or in 20 Pa.C.S. when I act as agent:


I shall exercise the powers for the benefit of the principal.

I shall keep the assets of the principal separate from my assets.

I shall exercise reasonable caution and prudence.

I shall keep a full and accurate record of all actions, receipts and disbursements on behalf of the principal.


3 August
Date


Agent

8/3/00
Date




Agent



✓ FAM

MONTGOMERY COUNTY, PA SS.
I HEREBY CERTIFY THAT THE FOREGOING
AND ANNEXED IS A TRUE AND CORRECT
COPY AS THE SAME APPEARS OF RECORD AND
RECORDED 8 PAGE 2213 BOOK NO. 01
WITNESS MY HAND AND OFFICIAL SEAL THIS
13th DAY OF SEPT 1901
Francis Vasquez CLERK

