

Return to:
SHAPIRO & MASSEY
1910 LAKELAND DRIVE
SUITE B
JACKSON, MS 39216

07-1366
601-481-9299

Recording requested by and

When recorded mail to:

HomEq Servicing
CA3501-Cindy Belasco
4837 Watt Ave., #100
North Highlands, CA 95660

~~0305573667~~

TMF 0322413816

P 4/10/08 8:24:42 mlr
BK 125 PG 375 mlr
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

LIMITED POWER OF ATTORNEY ^U

Ameriquist Mortgage Company, a Delaware corporation ("Ameriquist"), Argent Mortgage Company, LLC, a Delaware limited liability company ("Argent" and collectively with Ameriquist "Seller") hereby appoints Barclay's Capital Real Estate Inc., dba **HomEq Servicing** ("HomEq" or "Master Servicer"), as its true and lawful attorney-in-fact to act in the name, place and stead of Seller for the purposes set forth below. This Limited Power of Attorney is given pursuant to a certain Pooling and Servicing Agreements (the "Agreements"), listed on the attached Exhibit "A", to which reference is made for the definition of all capitalized terms herein.

Now therefore, Seller does hereby constitute and appoint Master Servicer the true and lawful attorney-in-fact of Seller and in Seller's name, place, and stead with respect to each Mortgage Loan being serviced by Master Servicer pursuant to the Agreements for the following, and only the following, purpose:

To execute any Assignment from the applicable Seller necessary to facilitate (A) the filing a foreclosure action in respect of any Mortgage Loan in the name of the Trust or (B) the recording of an reconveyance in respect of any Mortgage Loan that has paid in full in the name of the Trust.

Seller intends that this Limited Power of Attorney be coupled with an interest. Seller intends that this Limited Power of Attorney shall automatically be revoked upon the termination of either the PSA or the Servicing Agreement.

Seller further grants to its attorney-in-fact full authority to act in any manner both proper and necessary to exercise the foregoing powers, and ratifies every act that Master Servicer may lawfully perform in exercising those powers by virtue hereof. Seller further grants to Master Servicer the limited power of substitution and revocation of another party for the purposes set forth therein, hereby ratifying and confirming all that the attorney-in-fact, or a substitute or substitutes, shall lawfully do or cause to be done by virtue of this Limited Power of Attorney and the rights and powers granted hereunder.

Master Servicer shall indemnify, defend, and hold harmless Seller and Trustee, and their respective successors and assigns, from and against any and all losses, costs, expenses (including, without limitation, reasonable attorneys' fees), damages, liabilities, demand, or claims of any kind whatsoever, ("Claims") arising out of, related to, or in connection with (i) any act taken by Master Servicer pursuant to this Limited Power of Attorney, which act

results in a Claim solely by virtue of the unlawful use of this Limited Power of Attorney (and not as a result of a Claim related to the underlying instrument with respect to which this Limited Power of Attorney has been used), or (ii) any use or misuse of this Limited Power of Attorney in any manner or by any person or entity not expressly authorized hereby.

IN WITNESS WHEREOF, Seller has executed this Limited Power of Attorney this 14th day of June, 2007.

AMERIQUEST MORTGAGE COMPANY

By: Denise Apicella
Name: Denise Apicella
Title: Assistant Secretary

Witnesses:
Edward Yu
Name (Print): Edward Yu

Jeff George
Name (Print): Jeff George

ARGENT MORTGAGE COMPANY, LLC

By: Jeff A. George
Name: Jeff A. George
Title: Assistant Secretary

Witnesses:
Edward Yu
Name (Print): Edward Yu

Denise Apicella
Name (Print): Denise Apicella

State of California
County of Orange

On June 14, 2007, before me, Michele E. Negrete, Notary Public, personally appeared Denise Apicella, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal,

Signature



State of California
County of Orange

On June 14, 2007, before me, Michele E. Negrete, Notary Public, personally appeared Jeff A. George, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal,

Signature

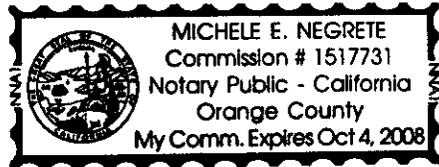
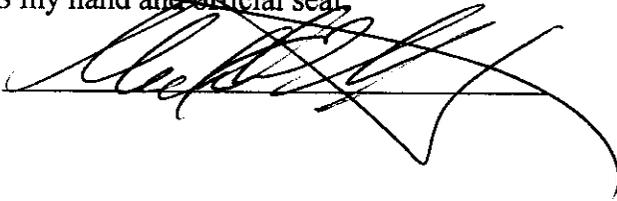


Exhibit "A"

Park Place Securities Inc. Asset Backed Pass Through Certificates, Series 2004-WHQ1

Park Place Securities Inc. Asset Backed Pass Through Certificates, Series 2004-MHQ1

Park Place Securities Inc. Asset Backed Pass Through Certificates, Series 2004-WHQ2

Park Place Securities Inc. Asset Backed Pass Through Certificates, Series 2005-WHQ1

Park Place Securities Inc. Asset Backed Pass Through Certificates, Series 2005-WHQ2

Park Place Securities Inc. Asset Backed Pass Through Certificates, Series 2005-WHQ3

Park Place Securities Inc. Asset Backed Pass Through Certificates, Series 2005-WHQ4