6/12/08 11:22:16
BK 126 PG 645
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

Recording requested by and
When recorded mail to:
HomEq Servicing
CA3501-Cindy Belasco
4837 Watt Ave., #100
North Highlands, CA 95660
~~0323384396~~ NA
0324120492

LIMITED POWER OF ATTORNEY

Ameriquest Mortgage Company, a Delaware corporation ("Ameriquest"), Argent Mortgage Company, LLC, a Delware limited liability company ("Argent" and collectively with Ameriquest "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 faciliate (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

R Coleman

4

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 10th day of January, 2007.

AMERIQUEST MORTGAGE COMPANY

By: Denise Apicella
Name: Denise Apicella
Title: Asst. Secretary

Witnesses:

Name (Print): Jeff George

Name (Print): Erik Ogren

ARGENT MORTGAGE COMPANY, LLC

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

Witnesses:

Denise Apicella
Name (Print): Denise Apicella

Name (Print): Erik Ogren

State of California
County of Orange

On this 10th day of January, 2007 before me, Michele E. Negrete, personally appeared Denise Apicella, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal.

Signature _____ (Seal)

MICHELE E. NEGRETE
Commission # 1517731
Notary Public - California
Orange County
My Comm. Expires Oct 4, 2008

State of California
County of Orange

On this 10th day of January, 2007 before me, Michele E. Negrete , personally appeared Jeff A. George, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal.

Signature _____ (Seal)

MICHELE E. NEGRETE
Commission # 1517731
Notary Public - California
Orange County
My Comm. Expires Oct 4, 2008

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