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DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

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Prepared by:
Orion Financial Group, Inc.
2860 Exchange Boulevard, Ste. 100
Southlake, TX 76092
Phone: 817-424-1175

Return to: ✱
Adams & Edens
Foreclosure Department
P.O. BOX 400
Brandon, Mississippi 39043
601-825-9508

Grantor:
Eagle Mortgage and Funding Corporation
6260 Poplar Avenue
Memphis, TN 38119
Phone: 901-761-9700
NA

Grantee:
CitiFinancial Mortgage Company, Inc.
4050 Regent Boulevard, Mail Stop N2A-222
Irving, TX 75053
Phone: 972-541-4000
NA

A&E #23446/Woods

Document Title: Power of Attorney

Prepared by & return to:
Orion Financial Group, Inc.
2860 Exchange Blvd. Ste 100
Southlake, TX 76092

LIMITED POWER OF ATTORNEY

Eagle Mortgage and Funding Corporation (hereinafter called "Seller") hereby appoints CitiFinancial Mortgage Company, Inc. ("Purchaser"), 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 Master Mortgage Loan Purchase Agreement by and between Seller and CitiFinancial Mortgage Company, Inc. (the "Agreement") to which reference is made for the definition of all capitalized terms herein.

Now therefore, Seller does hereby constitute and appoint Purchaser the true and lawful attorney-in-fact of Seller and in Seller's name, place, and stead with respect to each mortgage loan sold to Purchaser pursuant to the Agreement for the following, and only the following, purposes:

1. To execute, acknowledge, seal and deliver deed of trust/mortgage note endorsements, assignments of deed of trust/mortgage and other recorded documents, satisfactions/releases/reconveyances of deed of trust/mortgage, tax authority notifications and declarations, deeds, bills of sale, and other instruments of sale, conveyance, and transfer, appropriately completed, with all ordinary or necessary endorsements, acknowledgments, affidavits, and supporting documents as may be necessary or appropriate to effect its execution, delivery, conveyance, recordation or filing.
2. To negotiate Loan payment checks, hazard insurance claim checks and similar negotiable instruments received related to the Loans and take other actions incident to its ownership and servicing of the Loans.

Seller intends that this Limited Power of Attorney be coupled with an interest and is not revocable.

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 Purchaser may lawfully perform in exercising those powers by virtue hereof. Seller further grants to Purchaser 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 power of attorney and the rights and powers.

Purchaser shall indemnify, defend, and hold harmless Seller, its 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 Purchaser 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 13th November 2001

Eagle Mortgage and Funding Corporation:

By: [Signature]
Name (Print): Bandy C. Almand
Title: president

Witnesses:

[Signature: Karen W. Quist]
[Signature: Dennis Hamilton]

STATE OF: Tennessee
COUNTY OF: Shelby



TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS; SUZANNE HENDERSON, COUNTY CLERK; [Signature]

BEFORE ME, Bonnie Lane Penny, a Notary Public in and for the jurisdiction aforesaid, on this 13 day of November, 2001, personally appeared Bandy C. Almand, who is personally known to me to be president of Eagle Mortgage & Funding. The person who executed the foregoing instrument to be his/her free and voluntary act and deed as for the uses, purposes and consideration therein set forth.

Witness my hand and official seal this 13 of November, 2001

My Commission Expires MY COMMISSION EXPIRES: April 20, 2005

[Signature: Bonnie Lane Penny]

APPOINTMENT OF SUBSTITUTE UNDER POWER OF ATTORNEY

To All Whom These Presents Shall Come, Greeting:

Whereas, **Eagle Financial Services Corporation**, by a power of attorney under its hand dated 11/13/01, appointed the undersigned, CitiFinancial Mortgage Company, Inc., its attorney in fact for it and in its name, with limited power of substitute to appoint another to endorse or assign notes or security instruments in **Eagle Financial Services Corporation**, in connection with a Purchase Agreement.

Now, therefore, by virtue of such power, CitiFinancial Mortgage Company, Inc., hereby appoints Orion Financial Group, Inc., or any of its authorized agents, employees or representatives to be the attorney in fact of the said **Eagle Financial Services Corporation**, for it and in its name, to do and perform only the acts of endorsing or assigning those notes, contracts, and other evidence of debt and the related security instruments.

CitiFinancial Mortgage Company, Inc.

Sandra Briggs
Witness: Sandra Briggs

By: Elaine Allred

Name: Elaine Allred

Karen Chatman
Witness: Karen Chatman

Title: Vice President

ACKNOWLEDGEMENT



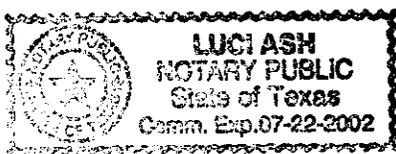
TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
DALLAS COUNTY, TEXAS
SOLANGE HENDELLIN, COUNTY CLERK
By: [Signature]

State of Texas

County of Dallas

Personally appeared before me, the undersigned authority in and for the said County and State, 11/13/01, within my jurisdiction, the within named Elaine Allred who acknowledged that she is the Vice President of CitiFinancial Mortgage Company, Inc., and that for and on behalf of the said corporation, and as its act and deed she executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Witness my hand and official seal.



Luci Ash
Notary Public, Luci Ash
My Commission Expires: 07/22/02

D202137668
ORION FINANCIAL GROUP INC
2860 EXCHANGE BLVD #100
SOUTHLAKE TX 76092

-W A R N I N G-T H I S I S P A R T O F T H E O F F I C I A L R E C O R D--D O N O T D E S T R O Y

I N D E X E D -- T A R R A N T C O U N T Y T E X A S
S U Z A N N E H E N D E R S O N -- C O U N T Y C L E R K
O F F I C I A L R E C E I P T

T O: ORION FINANCIAL GROUP INC

| | | | | |
|------------|----------|---------|--------------|-------|
| RECEIPT NO | REGISTER | RECD-BY | PRINTED DATE | TIME |
| 202275629 | DR96 | N C | 05/20/2002 | 09:03 |

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|---|------------|-------|----------|-------|-------------|
| | INSTRUMENT | FEECD | INDEXED | TIME | |
| 1 | D202137668 | WD | 20020520 | 09:03 | CK 305764 |
| 2 | 05 COPIES | CC | | | C O P I E S |

T O T A L : D O C U M E N T S : 0 1 F E E S : 4 6 . 0 0

B Y: _____

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE
IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

STATE OF TEXAS } I, SUZANNE HENDERSON, County clerk in and for said County and State,
 COUNTY OF TARRANT } do hereby certify that the above and foregoing is a true and correct copy
 of the instrument, filed for record on the 20th day of May, and duly recorded on
 the 20th day of May in Instrument Number 202137619
 Volume 1 Page 1 of the
Real Property Record of said County, Texas.
 WITNESS my hand and seal of office at Fort Worth, Texas this 31st day of May
 SUZANNE HENDERSON, COUNTY CLERK
 TARRANT COUNTY, TEXAS
 By [Signature] Deputy

[Large Signature]

inda Gulsam

