

**LIMITED POWER OF ATTORNEY**

**Know all Men by these Presents,**

1/18/11 2:24:55  
DK P BK 142 PG 205  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

That BANKERS TRUST COMPANY OF CALIFORNIA, N.A., a national banking association, solely as Trustee under the Pooling and Servicing Agreement dated as of December 20, 1998 (the "Agreement") among BANKERS TRUST COMPANY OF CALIFORNIA, N.A., as Trustee and Paying Agent, and not individually (the "Trustee"), UCFC ACCEPTANCE CORPORATION, as Depositor, UNITED COMPANIES LENDING CORPORATION, as Initial Servicer, UCFC HOME EQUITY LOAN OWNER TRUST 1998-MS2, as Seller and EMC MORTGAGE CORPORATION, as Substitute Servicer (the "Substitute Servicer"), does hereby constitute and appoint, EMC MORTGAGE CORPORATION, Substitute Servicer, its true and lawful attorney in fact, to act in its name, place and stead as Trustee and not individually, giving and granting unto the Substitute Servicer, as attorney in fact, full power and authority to do and perform all or any of the following acts in connection with servicing, administration and management of the Home Equity Loans and future assets granted to the Trustee pursuant to the Agreement (solely as Trustee not individually) as security for the Bonds and serviced, administered and managed by the Substitute Servicer, including but not limited to:

- (1) To execute and deliver customary consents or waivers and other instruments and documents,
- (2) To consent to transfers of any Mortgaged Property and assumptions of the Mortgage Notes and related Mortgages,
- (3) To collect any Insurance Proceeds and other Liquidation Proceeds,
- (4) To effectuate foreclosure or other conversion of the ownership of the Mortgaged Property securing any Mortgage Loan,
- (5) To execute and deliver any and all instruments of satisfaction or cancellation or of partial or full release or discharge and all other comparable instruments, with respect to the Mortgage Loans, and with respect to the Mortgaged Properties,
- (6) To execute all documents customarily and reasonably necessary and appropriate for the transfer post-foreclosure of the previously Mortgaged Properties to third parties, and then to collect the Sales Proceeds from that transfer,

as fully to all intents and purposes as the Trustee might or could do if personally present, hereby ratifying and confirming all that the Master Servicer as said attorney in fact shall lawfully do or cause to be done by virtue hereof.

Capitalized terms used herein shall have the meaning given to them in the Agreement.

This Power of Attorney is effective as of the date hereof and shall continue in full force and effect until the earliest of any of the following events, unless sooner revoked in writing by the Trustee:

- (1) The termination of EMC Mortgage Corporation as Master Servicer under the Agreement; or
- (2) The transfer by EMC Mortgage Corporation of its Master servicing obligations under the Agreement to another Servicer.

Nothing herein shall be deemed to amend or modify the Agreement or the respective rights, duties and obligations of the Trustee or the Master Servicer thereunder, and nothing herein shall constitute a waiver of any rights or remedies thereunder.

This Power of Attorney is for the limited purposes and actions set forth above, and nothing herein shall be deemed to make the Master Servicer the Trustee or shall constitute a transfer of the office of Trustee or administration or shall constitute a delegation of Trustee's fiduciary duties.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this \_\_\_\_\_ day of  
FEB 03 2001, 2000.

Confidential

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Rtn EMC Mortgage Corp  
PO Box 141358  
Irving TX 75014-1358

WHEN RECORDED RETURN TO  
NTC - ATTN: THOMAS TEMPLE  
2100 ALT. 19 NORTH  
PALM HARBOR, FLORIDA 34683  
MCRC Loan No: 1843127P



Inv 409

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