

Indexing purposes:

## SUBSTITUTION OF TRUSTEE

WHEREAS, Jeffrey G. Tate and Denise C. Tate, husband and wife executed a deed of trust dated January 8, 1998, in favor of National Lending Center, Trustee(s), for the benefit of the owner and holder of a certain indebtedness, National Lending Center, Inc..

Said deed of trust is of record in Deed of Trust Book 965 Page 1 in the office of the Clerk of the Chancery Court of DeSoto County, Mississippi; and

WHEREAS, the undersigned owner and legal holder of said deed of trust and the said indebtedness has requested foreclosure proceedings to be instituted; and

WHEREAS, the undersigned owner and legal holder of said indebtedness does hereby desire Arnold M. Weiss to act as trustee in the place and stead of National Lending Center or any subsequently appointed Substitute Trustee, as appointed under said deed of trust, the undersigned do hereby in accordance with the terms of said deed of trust, appoint, nominate and constitute the said Arnold M. Weiss as Substitute Trustee in the place and stead of the said National Lending Center or any subsequently appointed Substitute Trustee.

Default having been made in the payment of said indebtedness, the said undersigned owner and legal holder has further requested the said Arnold M. Weiss, Substitute Trustee under said deed of trust, to proceed with foreclosure and to do any and all things necessary and in accordance with the terms of said deed of Trust as though the said Arnold M. Weiss had been originally appointed as Trustee hereunder.

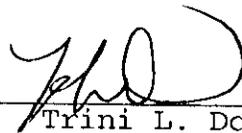
Should the undersigned become the last and highest bidder at the foreclosure sale, the Substitute Trustee is hereby authorized to transfer and assign said bid and to convey title to said foreclosure property to the Administrator of Veterans Affairs or the Secretary of Housing and Urban Development, or whomsoever the undersigned shall authorize. The statement in the Substitute Trustee's Deed that the undersigned has requested transfer of its bid to grantee(s) in the Substitute Trustee's Deed shall be binding on the undersigned and conclusive evidence in favor of the assignee or other parties thereto, that the Substitute Trustee was duly authorized and empowered to execute same.

IN WITNESS WHEREOF, the undersigned, owner and holder of said indebtedness has hereunto caused this instrument to be executed by and through its duly authorized officers, this the 6 day of February, 2000.

Ocwen Federal Bank as Attorney in fact for IMC Mortgage Co. pursuant to the Power of Attorney attached hereto as Exhibit "C"

ATTEST:

BY:



Trini L. Donato

V.P.

MAIL TO:

THIS INSTRUMENT PREPARED BY:  
Arnold M. Weiss  
Attorney at Law  
208 Adams Avenue  
Memphis, TN 38103  
(901) 526-8296

STATE MS.-DE SOTO CO.  
FILED

FEB 9 12 55 PM '00

BK 1187 PG 228  
W.E. BAIRD CLERK

STATE OF FLORIDA

COUNTY OF PALM BEACH

Personally appeared before me, the undersigned authority in and for the said county and state, on

this 6 day of February, 2000, within my jurisdiction, the within named

TRINI DONATO and \_\_\_\_\_, duly identified before me, who

acknowledged that they are V.P. and \_\_\_\_\_

respectively of, OCWEN FEDERAL BANK, FSB, and that for and on behalf of said

corporation, and as its act and Deed as attorney in fact for IMC Mortgage Co. and that

in said representative capacity, they executed the above and foregoing instrument, after first having been duly

authorized so to do.

*Cathi Barnet*

\_\_\_\_\_  
Notary Public

My commission Expires:

( affix official seal here )\_



CATHI BARNET  
My Commission # GC55650K  
Expires May 21, 2000

LIMITED POWER OF ATTORNEY

IMC MORTGAGE COMPANY, a Florida corporation, successor by merger to Industry Mortgage Company, L.P. (the "Prior Servicer") hereby appoints Ocwen Federal Bank FSB ("Ocwen") as its true and lawful attorney in fact to act in the name, place and stead of Prior Servicer for the purposes set forth below, but only with respect to the Servicing, as defined herein.

Ocwen is hereby authorized and empowered as follows:

1. To execute, acknowledge, seal and deliver deeds of trust mortgage note endorsements, lost not affidavits, assignments of deeds of trust/mortgages and other recorded documents, satisfactions/release/reconveyances of deeds of trust or mortgages, subordination and modifications, 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, acknowledgements, affidavits and supporting documents as may be necessary or appropriate to effect its execution, delivery, recordation or filing.
2. To execute and deliver Affidavits of Debt, Substitutions of Trustee, Substitutions of Counsel, Non-Military Affidavits, Notices of Recission, Foreclosure Deeds, Transfer Tax Affidavits, Affidavits of Merit, Verifications of Complaints, Notices to Quit, Bankruptcy Declarations for the purpose of filing motions to lift stays and other documents or notice filings on behalf of Prior Servicer in connection with foreclosure, bankruptcy and eviction actions.
3. To endorse any checks or other instruments received by Ocwen and made payable to Prior Servicer in connection with the Servicing.
4. To do any act or complete and other document that arises in the normal course of Servicing.

As used herein, the term "Servicing" means the performance by Ocwen of its obligations contained in that certain Sale and Servicing Agreement dated as of December 1, 1998 among IMC Home Equity Loan Owner Trust 1998-7, IMC Securities, Inc., Ocwen, IMC Mortgage Company and The Chase Manhattan Bank, as Indenture Trustee.

This instrument is to be construed and interpreted as a limited power of attorney and does not empower or authorize the said attorney in fact to do any act or execute any document on behalf of the Prior Servicer not described herein.

Date: Jan 28, 1999

IMC Mortgage Company

By: [Signature]  
Laurie S. Williams  
Its: Vice President

Witness  
[Signature]  
Robert F. Melone  
[Signature]  
CAROLYN RODGERS

State of Florida, County of Hillsborough:

Before me, a Notary Public in and for the jurisdiction aforesaid, on this 28 day of January, 1999, personally appeared Laurie S. Williams, who is personally known to me to be a Vice President of IMC Mortgage Company and the person who executed the foregoing instrument by virtue of the authority vested in her and she did acknowledge the signing of the foregoing instrument to be her free and voluntary deed and act as a Vice President for the uses, purposes and consideration therein set forth.

Witness my hand and seal this 28 day of January, 1999.

[Signature]  
Robert F. Melone



Robert F. Melone  
MY COMMISSION # CC702876 EXPIRES  
December 15, 2001  
BONDED THRU TROY FARM INSURANCE INC