

B54576JC
RECORDING REQUESTED BY

WHEN RECORDED MAIL TO:
WESAV Mortgage Corporation
P.O. Box 60610
Phoenix, Arizona 85082-9879

Ln. No. SPACE ABOVE THIS LINE FOR RECORDER'S USE

SPECIAL LIMITED IRREVOCABLE POWER OF ATTORNEY

Know that TRANSWESTERN INVESTMENTS, INC., A NEVADA CORPORATION

, a (corporation/partnership/sole proprietorship) with its principal offices at 777 EAST WILLIAM #101, CARSON CITY, NV 89701

("Principal"), does hereby make, constitute and appoint WESAV Mortgage Corporation, an Arizona corporation with offices at 9060 E. Via Linda Street, Scottsdale, AZ 85258 ("WESAV"), for Principal's benefit and in Principal's name, place and stead, Principal's true and lawful attorney-in-fact:

To execute, endorse, assign and deliver to WESAV (1) the promissory note (hereinafter the "Promissory Note") made payable to the order of Principal, relating to the property at 1424 PATRICIA DRIVE, GARDNERVILLE, NEVADA 89410

that is now or is hereafter in the possession of WESAV as contemplated by the Loan Brokerage Agreement dated OCTOBER 15, 199 1 and the supplement to Loan Brokerage Agreement dated MARCH 2, 199 3 (collectively, the "Loan Brokerage Agreement") both of which are currently in effect between Principal and WESAV, (2) any beneficial or mortgagee's interest, or assignment thereof, and any and all other rights and interests, under all mortgages, deeds of trust, security agreements and other instruments evidencing, making or granting security for the Promissory Note ("Mortgage Rights") and (3) all other documents evidencing, memorializing or otherwise relating to payee's obligee's or mortgagee's interest in the loan evidenced by the Promissory Note ("Documents").

Principal hereby grants to WESAV full authority to act in any manner both proper and necessary to exercise the foregoing powers as fully as Principal might or could do and perform by itself. WESAV agrees that it shall exercise the power granted it hereunder only through an officer of WESAV.

Principal and WESAV hereby acknowledge and agree that WESAV has an interest in the subject matter of the power granted herein, in that the loan evidenced by the Promissory Note (and the related Mortgage Rights and Documents) were, as contemplated by the Loan Brokerage Agreement, originated and closed in the name of Principal with Principal being denominated the original payee on the Promissory Note and the original beneficiary or mortgagee on the deed of trust or mortgage securing payment of the Promissory Note, and immediately upon and concurrently with the closing of the loan, Principal and WESAV do hereby agree that WESAV is hereby vested irrevocably with the power granted herein and that Principal does hereby forever renounce all right to revoke this Special Limited Irrevocable Power of Attorney or any of the powers conferred upon WESAV hereby or to appoint any other person to execute the said power and Principal also renounces all right to do any of the acts which WESAV is authorized to perform by this power.

If prior to the exercise of the power hereby conferred upon WESAV, Principal shall have become bankrupt, dissolved, liquidated, disabled, incapacitated, or have died, and WESAV shall have thereafter exercised such power, Principal hereby declares any such acts performed by WESAV pursuant to this power binding and effective in the same manner that they would have been had such bankruptcy, dissolution, liquidation, disability, incapacity or death of Principal not have occurred.

Executed on MAY 26, 199 3, at CARSON CITY

PRINCIPAL:

By: 
STEVE PASCAL

Its: PRESIDENT

Corporation

On this the 26th day of May, 1993, before me, Cheri A. Hagen, personally appeared Steve Pascal, who acknowledged himself to be President of Trans Western Investments, a corporation incorporated under the laws of the state of Nevada, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Steve Pascal.

In witness whereof I hereunto set my hand and official seal.



CHERI A. HAGEN
Notary Public - State of Nevada
Appointment Recorded in Carson City
MY APPOINTMENT EXPIRES NOV. 16, 1994

Cheri A. Hagen

Partnerships

The foregoing instrument was acknowledged before me this _____ day of _____, 199____, by _____, partner (or agent) on behalf of _____, a partnership.

In witness whereof I hereunto set my hand and official seal.

Individuals

State of Arizona
County of _____

On _____, 199____, before me _____ personally appeared _____

personally known to me (or 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.

In witness whereof I hereunto set my hand and official seal.

REQUESTED BY
WESTERN TITLE COMPANY, INC.
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

93 JUN -2 A1:54

SUZANNE BEAUDREAU
RECORDER

PAID DEPUTY

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