

11096

700  
500  
100 ck

~~LIBER 2109 PAGE 447~~

STATE OF MICHIGAN  
COUNTY OF WASHTENAW  
JUL 5 1999  
JUL 5 AM 8:45  
CARRIE CARTER  
REGISTERED  
1999-06181  
02/12/1999-06181  
11:24 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
DAN CH 12-00

~~VOL 5792 PAGE 199~~

RECORD AND RETURN TO:  
CITICORP MORTGAGE, INC.  
PAYOFF DEPT., M.S. 302  
ST. LOUIS, MO 63179-0002

### LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, State Street Bank and Trust Company, a banking corporation organized and existing under the laws of the Commonwealth of Massachusetts and having an office for the conduct of business in Boston, Massachusetts, solely in its capacity as trustee (in such capacity the "Trustee") under various Pooling and Servicing Agreements entered into from time to time between Citicorp Mortgage Securities, Inc. ("CMSI"), as Packager and Servicer and the Trustee (each a "Pooling Agreement") pursuant to which CMSI's REMIC Pass-Through Certificates or Mortgage Pass-Through Certificates are issued and not in its individual corporate capacity, hereby constitutes and appoints Citicorp Mortgage, Inc. ("CMI"), a Delaware corporation, in its capacity as subservicer under Subservicing Agreements entered into from time to time (each a "Subservicing Agreement") between CMSI and CMI, as its true and lawful attorney-in-fact, in its name, place and stead and for its use and benefit, to execute and acknowledge in writing or by facsimile stamp or otherwise all documents customarily and reasonably necessary and appropriate for the tasks described in items (i) through (vii) below relating to certain mortgage loans (the "Loans") owned by the undersigned, as Trustee, serviced by CMSI and subserviced by CMI. These Loans are comprised of Mortgages, Deeds of Trust, Deeds to Secure Debt, Co-ops and other forms of Security Instruments (collectively the "Security Instruments") and the Notes secured thereby.

- (i) The Substitution of Trustee(s) in Deeds of Trust and/or Deeds to Secure Debt in the name of the undersigned, as Trustee,
- (ii) The Extension and/or Renewal of Financing Statements in the name of the undersigned, as Trustee,
- (iii) The Satisfaction, Assignment and/or Release of Security Instruments and/or Financing Statements in the name of the undersigned, as Trustee, or the issuance of Deeds of Reconveyance upon payment in full and/or discharge of the Notes secured thereby,
- (iv) The Modification and/or Partial Release of Security Instruments.
- (v) The Assumption of Security Instruments and the Notes secured thereby,

- (vi) The right to collect, accelerate, initiate suit on and/or foreclose all Loans, and
- (vii) The right to manage, sell, convey or transfer the real and/or personal property specified in the Security Instruments.

The undersigned gives to said attorney-in-fact full power and authority to execute such instruments as if the undersigned were personally present, hereby ratifying and confirming all that said attorney-in-fact shall lawfully do or cause to be done by authority hereof. Third parties without actual notice may rely upon the power granted to said attorney-in-fact under this Limited Power of Attorney and may assume that, upon the exercise of such power, all conditions precedent to such exercise of power have been satisfied and this Power of Attorney has not been revoked unless an Instrument of Revocation has been recorded.

This limited power of attorney has been executed and is effective as of this 28th day of MARCH, 1997 and the same shall continue in full force and effect until the occurrence of any of the following events or until revoked in writing by the undersigned:

- i. the suspension or termination of the subservicer of CMSI as Servicer with respect to the Loans serviced under all of the Pooling Agreements,
- ii. the transfer of servicing to another subservicer or from CMSI to another Servicer with respect to the Loans serviced under all of the Pooling Agreements,
- iii. the appointment of a receiver or conservator with respect to the business of the attorney-in-fact or CMSI, or
- iv. the filing of a voluntary or involuntary petition of bankruptcy by the attorney-in-fact, CMSI or any of their creditors.

Notwithstanding the foregoing, the power and authority given to said attorney-in-fact under this Limited Power of Attorney shall be revoked with respect to a particular Pooling Agreement and the Loans subject thereto upon the occurrence of:

- i. the suspension or termination of CMSI as Servicer under such Pooling Agreement or of the attorney-in-fact under the related Subservicing Agreement, or
- ii. the transfer of servicing under such Pooling Agreement from CMSI to another Servicer or from said attorney-in-fact under the related Subservicing Agreement to another subservicer.

Nothing contained herein shall be deemed to amend or modify the related Pooling Agreements or the respective rights, duties or obligations of the Trustee or CMSI thereunder, and nothing herein shall constitute a waiver of any rights or remedies thereunder.

This Limited Power of Attorney supersedes all prior powers of attorney given by the undersigned co CMI, and all such powers and the authority granted thereunder are hereby revoked effective as of the date of recording of this Limited Power of Attorney.

State Street Bank and Trust Company  
as Trustee as aforesaid  
and not individually

SEAL

  
Assistant Secretary  
**BRIAN P. O'CONNOR**

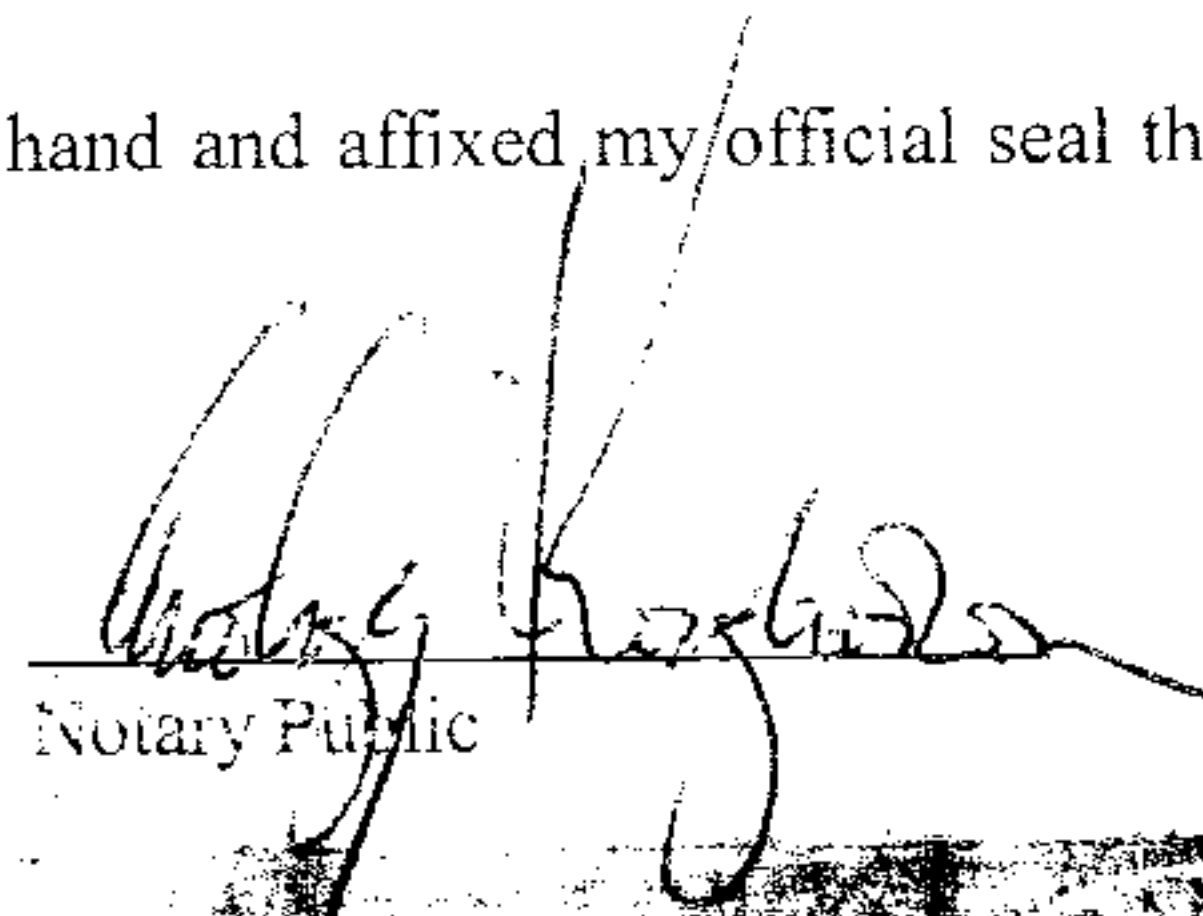
  
Vice President  
**Carol A. Fournier**

Commonwealth of Massachusetts )  
 ) ss  
County of Norfolk )

On the 28TH day of MARCH, 1998, before me, a Notary Public in and for said State, personally appeared BRIAN P. O'CONNOR known to me to be an Assistant Secretary of State Street Bank and Trust Company and Carol A. Fournier, known to me to be a Vice President of State Street Bank and Trust Company, the Massachusetts banking corporation that executed the within instrument, and also known to me to be the persons who executed said instrument on behalf of said Massachusetts banking corporation and acknowledged to me that such Massachusetts banking corporation executed the within instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

ANDRZEJ KOCZKODAN  
NOTARY PUBLIC  
MY COMMISSION EXPIRES JULY 10, 2003

  
Notary Public

SEAL

02/12/1999-06184  
11:24 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 CRH 13.50

DONALD E. ASHE, REGISTER  
HAMDEN COUNTY REGISTRY OF DEEDS

STATE OF TEXAS  
COUNTY OF LUBBOCK

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Official Real Property Records of Lubbock County, Texas as stamped hereon by me.

APR 7 1998



  
COUNTY CLERK  
LUBBOCK COUNTY, TEXAS

Inst # 1999-06181