

[WHEN RECORDED RETURN TO]
NTC ATTN:DARRELL COLON
101 N. BRAND BLVD., SUITE #1800
GLENDALE, CALIFORNIA 91203
GMACPOA St/Cnty: ALSHELBY



Limited Power of Attorney

KNOW ALL MEN BY THESE PREMISES:

That JPMorgan Chase Bank, (formerly The Chase Manhattan Bank, successor in interest to The Chase Manhattan Bank, N.A.) (the name change is the result of a merger) as Trustee or Indenture Trustee (together with its successors and assigns, the "Trustee"), under Pooling and Servicing or Indenture Agreements pursuant to which Residential Funding Corporation acts as Master Servicer, and such Trustee being, a New York Banking Corporation organized and existing under the laws of the State of New York, and having an office located at 450 West 33rd Street, in the City of New York, State of New York, has made, constituted and appointed, and does by these presents make, constitute and appoint Residential Funding Corporation, a corporation organized and existing under the laws of the State of Delaware, its true and lawful Attorney-in Fact, with full power and authority to sign, execute, acknowledge, deliver, file for record, and record any instrument on its behalf and to perform such other act or acts as may be customarily and reasonably necessary and appropriate to effectuate the following enumerated transactions in respect of any of the mortgages or deeds of trust (the "Mortgages" and the "Deeds of Trust", respectively) and promissory notes secured thereby (the "Mortgage Notes") for which the undersigned is acting as Trustee for various certificate holders (whether the undersigned is named therein as mortgagee or beneficiary or has become the mortgagee by virtue of endorsement of the Mortgage Note secured by any such Mortgage or Deed of Trust) and for which Residential Funding Corporation is acting as master servicer.

This appointment shall apply to the following enumerated transactions only:

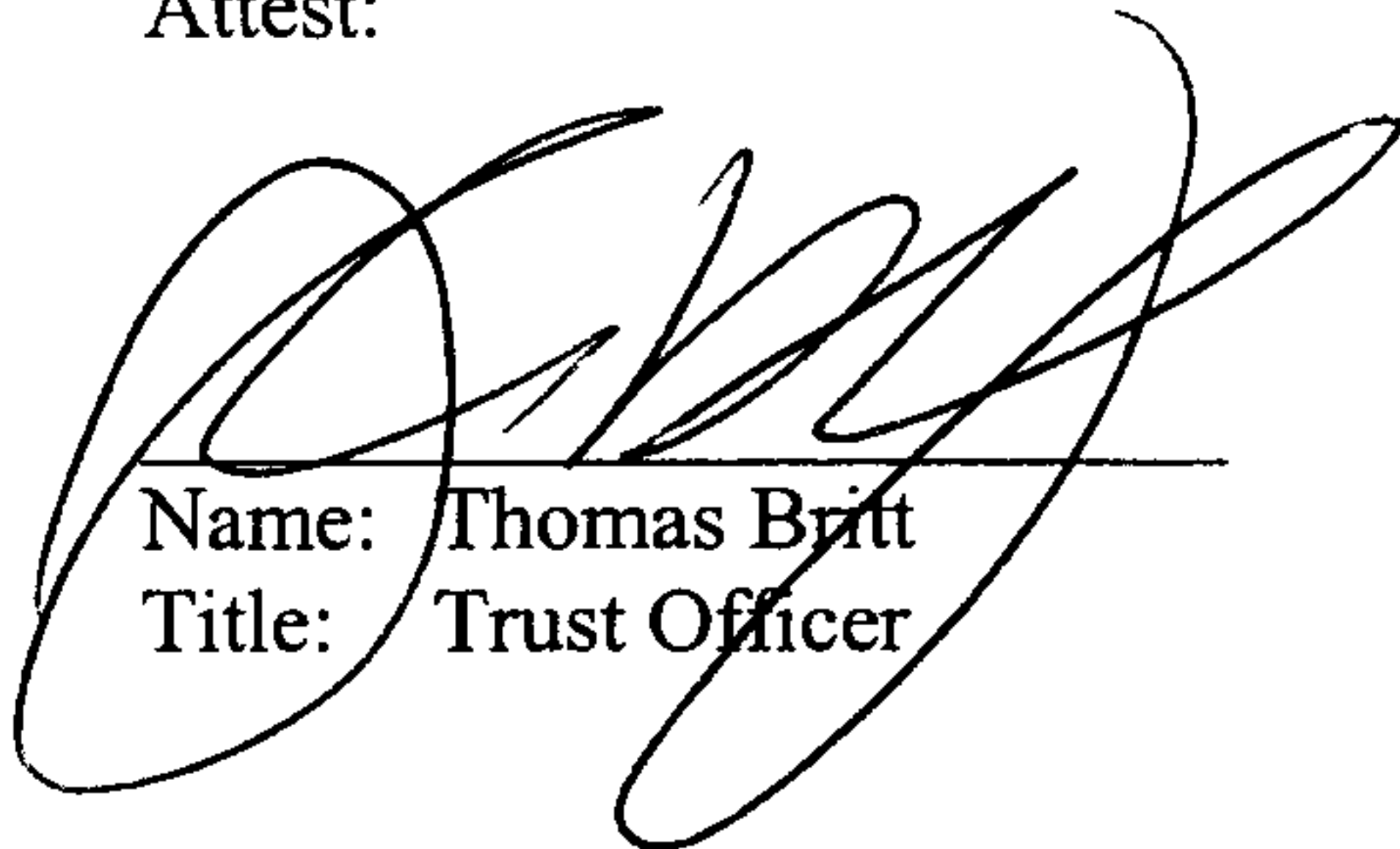
1. The modification or re-recording of a Mortgage or Deed of Trust, where said modification or re-recording is for the purpose of correcting the Mortgage or Deed of Trust to conform same to the original intent of the parties thereto or to correct title errors discovered after such title insurance was issued and said modification or re-recording, in either instance, does not adversely affect the lien of Mortgage or Deed of Trust as insured.
2. The subordination of the lien of a Mortgage or Deed of Trust to an easement in favor of a public utility company or government agency or unit with power of eminent domain; this section shall include, without limitation, the execution of partial satisfaction /releases, partial re-conveyances or the execution of requests to trustees to accomplish same.

3. The qualified subordination of the lien of a Mortgage or Deed of Trust to a lien of a creditor that is created in connection with the refinancing of a debt secured by a lien that was originally superior to the lien of the Mortgage or Deed of Trust. .
4. With respect to a Mortgage or Deed of Trust, the foreclosure, the taking of a deed in lieu of foreclosure, or the completion of judicial or non-judicial foreclosure or termination, cancellation or rescission of any such foreclosure, including, without limitation, any and all of the following acts:
 - a. The substitution of trustee(s) servicing under a Deed of Trust, in accordance with state law and the Deed of Trust;
 - b. Statements of breach or non-performance;
 - c. Notices of default;
 - d. Cancellation/rescissions of notices of default and/or notices of sale;
 - e. The taking of a deed in lieu of foreclosure; and
 - f. Such other documents and action as may be necessary under the terms of the Mortgage, Deed of Trust or applicable state law to expeditiously complete said transactions.
5. The conveyance of the properties to the Mortgage insurer, or the closing of the title to the property to be acquired as real estate owned, or conveyance of the title of real estate owned.
6. The completion of loan assumption agreements.
7. The full satisfaction/release of a Mortgage or Deed of Trust or full re-conveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.
8. The assignment of any Mortgage or Deed of Trust and the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby pursuant to the requirements of a Residential Funding Corporation Seller Contract, including, without limitation, by reason of conversion of an adjustable rate mortgage loan from a variable rate to a fixed rate.
9. The full assignment of a Mortgage or Deed of Trust upon payment and discharge of all sums secured thereby in conjunction with the refinancing thereof, including, without limitation, the assignment of the related Mortgage Note.

The undersigned gives said Attorney-in Fact full power and authority to execute such instruments and to do and perform all and every act and thing necessary and proper to carry into effect the powers granted by or under this Limited Power of Attorney as fully as the undersigned might or could do, and hereby does ratify and confirm to 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 exercise of the power granted under this Limited Power of Attorney; and may be satisfied that this Limited Power of Attorney shall continue in full force and effect has not been revoked unless an instrument of revocation has been made in writing by the undersigned and recorded in the real property records of the jurisdiction in which this Limited Power of Attorney was recorded.

Attest:


Name: Thomas Britt
Title: Trust Officer

JPMorgan Chase Bank, as Trustee
(formerly known as The Chase Manhattan
Bank, successor in interest to The Chase
Manhattan Bank, N.A.)


Name: Diane Wallace
Title: Assistant Vice President

STATE OF New York

SS.


COUNTY OF New York

On January 29th, 2002, before me personally appeared Diane Wallace and Thomas Britt, personally known to me or proved to me on this basis of satisfactory evidence to be the persons whose names are subjected to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal


Notary Public in and for the State of New York

EBONI D. DAWKINS
NOTARY PUBLIC, State of New York
No. 01DA6047968
Qualified in New York County
Commission Expires September 18, 2002

Prepared by: 
L. Colon
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