

AREA ABOVE RESERVED FOR RECORDING INFORMATION

## LIMITED POWER OF ATTORNEY

AFTER RECORDING, RETURN BY MAIL TO:

CTC Real Estate Services 1800 Tapo Canyon Rd. SV2-88 Simi Valley, CA 93063

When Recorded Mail To:	I
	I
COUNTRYWIDE HOME LOANS	I
1800 Tapo Canyon SV2-88	I
Simi Valley 93063	I
Attention: Document Procurement	Ι

## LIMITED POWER OF ATTORNEY

This Limited Power of Attorney is executed in connection with the servicing of various mortgage loans (the "Mortgage Loans"), being serviced by Countrywide Home Loans, Inc. ("Countrywide") under the Pooling and Servicing Agreements and Sale and Servicing Agreements (the "Agreements") listed on Exhibit A, attached hereto and made a part hereof. U.S. Bank National Association, 180 East Fifth Street, St. Paul, MN 55101, successor by merger to U.S. Bank Trust National Association, formerly known as First Trust of California, National Association ("U.S. Bank"), is a party or has a beneficial interest under the Agreements, and it hereby constitutes and appoints Countrywide as its true and lawful attorney-in-fact, and in its name, place and stead and for its use and benefit, to execute and acknowledge all documents for the purpose of:

- (i) endorsing to Countrywide payments received with respect to the Mortgage Loans in the form of checks, cashier's checks, money orders, loss drafts and other instruments and the taking of any necessary actions to ensure the continuation of payments which are made with respect to the Mortgage Loans by automated clearinghouse accounts and other electronic payment methods;
- (ii) procuring, preparing, completing and recording any mortgage, deed of trust or similar security instrument or any modification thereof ("Mortgage"), or any assignment of Mortgage, release, reconveyance, subordination or other instrument that is required
  - (a) for the proper servicing of the related Mortgage Loan or otherwise necessary to cure any defect in the chain of title,
  - (b) to ensure that record title to the Mortgage Loan vests in the proper party; or
  - (c) for any other transfer of record title which is required with respect to the Mortgage Loans or the underlying security interest related to each Mortgage Loan;
- (iii) ensuring that each promissory note related to each Mortgage Loan has been properly endorsed to the proper person or entity in connection with the sale of such Mortgage Loan or otherwise; and
- (iv) curing any other defects associated with any other document or instrument with respect to a Mortgage Loan.

Notwithstanding the foregoing, Countrywide may only take the foregoing actions to the extent required or permitted under the terms of the applicable Pooling and Servicing Agreement or Sale and Servicing Agreement. No power is hereby granted that would permit Countrywide to take any action adverse to the interests of U.S. Bank or the beneficiaries of the applicable trust (the "Beneficiaries").

## **EXHIBIT A**

- 1. POOLING AND SERVICING AGREEMENT dated as of December 1, 1994 by and between AEGIS SECURITIZED ASSETS, INC. (Depositor and FHA Insurance Holder) and REMODELERS NATIONAL FUNDING CORP. (Originator and Servicer) and FIRST TRUST OF CALIFORNIA, NATIONAL ASSOCIATION (Trustee) Remodelers Home Improvement Loan Asset Backed Certificates, Series 1994-1
- 2. POOLING AND SERVICING AGREEMENT dated as of April 1, 1995 between RNFC TRUST 1995-A (Depositor) and REMODELERS NATIONAL FUNDING CORP. (Transferor and Servicer) and FIRST TRUST OF CALIFORNIA, NATIONAL ASSOCIATION (Trustee) Remodelers Home Improvement Loan Asset-Backed Certificates Series 1995-1
- 3. AMENDMENT NO. ONE dated as of August 1, 1995 To POOLING AND SERVICING AGREEMENT dated as of April 1, 1995 between RNFC TRUST 1995-A (Depositor) and REMODELERS NATIONAL FUNDING CORP. (Transferor and Servicer) and FIRST TRUST OF CALIFORNIA, NATIONAL ASSOCIATION (Trustee) Remodelers Home Improvement Loan Asset-Backed Certificates Series 1995-1
- 4. POOLING AND SERVICING AGREEMENT dated as of June 1, 1995 between RNFC TRUST 1995-A (Depositor), and REMODELERS NATIONAL FUNDING CORP. (Transferor and Servicer), and RESIDENTIAL FUNDING CORPORATION (Standby Servicer), and FIRST TRUST OF CALIFORNIA, NATIONAL ASSOCIATION (Trustee) Remodelers Home Improvement Loan Asset-Backed Certificates, Series 1995-2
- 5. POOLING AND SERVICING AGREEMENT dated as of September 9, 1995 by and between RNFC TRUST 1995-A (Depositor) and REMODELERS NATIONAL FUNDING CORP. (Transferor and Servicer) and RESIDENTIAL FUNDING CORPORATION (Standby Servicer) and FIRST TRUST OF CALIFORNIA, NATIONAL ASSOCIATION (Trustee), Remodelers Home Improvement Loan Asset-Backed Certificates, Series 1995-3.
- 6. POOLING AND SERVICING AGREEMENT dated as of November 1, 1995 by and between RNFC TRUST 1995-A (Depositor) and REMODELERS NATIONAL FUNDING CORP. (Transferor and Servicer) and RESIDENTIAL FUNDING CORPORATION (Standby Servicer) and FIRST TRUST OF CALIFORNIA, NATIONAL ASSOCIATION (Trustee) Remodelers Home Improvement Loan Asset-Backed Certificates, Series 1995-4
- 7. POOLING AND SERVICING AGREEMENT dated as of June 1, 1996 by and between FIRSTPLUS SECURITIZATION TRUST (Depositor) and FIRSTPLUS FINANCIAL, INC. (Transferor and Servicer) and FIRST TRUST OF CALIFORNIA, NATIONAL ASSOCIATION (Trustee) FIRSTPLUS Home Improvement Loan Asset-Backed Certificates, Series 1996-A
- 8. POOLING AND SERVICING AGREEMENT dated as of January 1, 1996 by and between RNFC TRUST 1995-A (Depositor) and REMODELERS NATIONAL FUNDING CORP. (Transferor and Servicer) and RESIDENTIAL FUNDING CORPORATION (Standby Servicer) and FIRST TRUST OF CALIFORNIA, NATIONAL ASSOCIATION (Trustee); Remodelers Home Improvement Loan Asset-Backed Certificates, Series 1996-1
- 9. POOLING AND SERVICING AGREEMENT dated as of June 1, 1996 by and between FIRSTPLUS INVESTMENT CORPORATION (Depositor) and FIRSTPLUS FINANCIAL, INC. (Transferor and Servicer) and FIRST TRUST OF CALIFORNIA, NATIONAL ASSOCIATION (Trustee); FIRSTPLUS Asset-Backed Certificates Series 1996-2

10. POOLING AND SERVICING AGREEMENT dated as of June 1, 1996 by and between FIRSTPLUS SECURITIZATION TRUST (Depositor) and FIRSTPLUS FINANCIAL, INC. (Transferor and Servicer) And FIRST TRUST OF CALIFORNIA, NATIONAL ASSOCIATION (Trustee) FIRSTPLUS Home Improvement Loan Asset-Backed Certificates, Series 1996-A.

Countrywide agrees to indemnify and hold harmless U.S. Bank and the Beneficiaries from any and all losses, liabilities, claims and expenses ("Losses") arising as a result of Countrywide's breach and/or negligence in connection with its use of this Limited Special Power of Attorney. Notwithstanding the foregoing, Countrywide shall not be required to indemnify and hold harmless U.S. Bank or the Beneficiaries from any Losses arising out of U.S. Bank's negligence or breach of the Agreements or in connection with any directions and/or instructions by U.S. Bank under this Limited Power of Attorney.

The undersigned gives to Countrywide, as 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. This Limited Power of Attorney has been executed and is effective as of this 22nd day of May 2002, and the same shall continue in full force and effect until revoked in writing by the undersigned.

U.S. BANK NATIONAL ASSOCIATION, successor by merger to

U.S. BANK TRUST NATIONAL ASSOCIATION

By: Jeffrey P. Tupper

Title: Vice President

No Corporate Seal

WITNESS:

ATTEST:

U.S. BANK NATIONAL ASSOCIATION,

successor by merger to

U.S. BANK TRUST NATIONAL ASSOCIATION

Brian Spiess

By: S. Christopherson Title: Vice President

20020814000384720 Pg 5/5 23.00 Shelby Cnty Judge of Probate, AL 08/14/2002 13:26:00 FILED/CERTIFIED

STATE OF Minnesota)

SS

COUNTY OF Ramsey)

On this 22<sup>nd</sup> day of May in the year 2002, before me, Susan Burdick, a Notary Public of said state, duly commissioned and sworn, personally appeared Jeffrey P. Tupper, and S. Christopherson, both known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument on behalf of U.S. Bank National Association, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

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

SUSAN BURDICK
Notary Public
Minnesota
My Commission Expires Jan 31, 2006

Susan Burdick

Notary Public

My commission expires: Jan. 31<sup>st</sup> 2006