

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that the Federal Deposit Insurance Corporation, Receiver of Meritor Savings Bank, which transacted business under the name "Philadelphia Savings Fund Society" and "PSFS", formerly a Pennsylvania savings bank with its principal offices in the City of Philadelphia, Pennsylvania and now a failed institution under a federal receivership ("Failed Institution"), for itself, its successors and assigns ("Grantor"), intending to be legally bound, acting through its Regional Director (NESC), Jon R. Karlson, hereby makes, constitutes and appoints Patrick Ryan, Robert J. Hammar, Edward D. Marchese, Bonnie J. Collins, John B. Graves, Ronald D. Rice, Frances DiLuzio, Susan C. Saxer, Stephen M. Wilus, Coston M. Cobbs, Nancy A. McKinley, Debra M. Braun, John T. Starek, Barbara S. Allen, Jack B. Kitchen, James D. Trozzo, Robert Spatafore and Christopher Binder all of whom being officers of Mellon Bank, N.A. ("Mellon"), or any of them acting individually; as its true and lawful Agents and Attorneys-in-fact ("Agents") and hereby authorizes and empowers Agents in the name of and on behalf of Grantor or Mellon to take any of the actions described herein from time to time with respect to all Loans and Commercial Loan Facilities which were defined in, and which were sold, assigned, and transferred to Mellon as part of a Purchase and Assumption Agreement between Grantor and Mellon dated December 11, 1992 (the "Agreement") including, but not limited to, the loans, whether consumer or commercial in nature, or secured by liens on mobile homes and manufactured housing, described in Section 3.1 of the Agreement and/or listed in Schedule 3.1 of the Agreement ("Schedule"), said Schedule being incorporated by reference (collectively referred to herein as the "Assets").

Grantor hereby empowers the Agents to do the following in the name of or on behalf of the Failed Institution with regard to the Assets:

- a. Endorse and/or assign to Mellon or to any of its affiliates, or its assignee or designee or in blank, by manual or facsimile signatures as set forth below, any and all notes, agreements, lines of credit, security agreements, mortgages, liens, financing statements, judgments and all other evidences of indebtedness or other instruments;
- b. Execute, acknowledge, and deliver to Mellon or any of its affiliates, or its assignee or designee or in blank, by manual or facsimile signature, any and all forms or documents which are necessary to release, satisfy, subordinate, renew, assign, or extend mortgages, liens or security interests on, or transfer title or other evidence of ownership to any form of collateral including, but not limited to, motor vehicles and mobile homes;
- c. Execute and deliver, by manual or facsimile signature, evidence of payment in full, including cancellation of notes, or satisfaction or release of any liens, judgments, mortgages, financing statements, lease assignments or other documents which have been placed of record or which constitute encumbrances on certificates of title to motor vehicles or mobile homes; and

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- d. Execute and deliver any and all instruments and take any and all further action as may be required or deemed desirable to accomplish any and all of the foregoing and carry out the purpose of this Power of Attorney.

Upon notice and with the consent of the Grantor, Grantor also gives and grants unto the Grantor's Agents full power to substitute one or more officers of Mellon as attorney-in-fact or attorneys-in-fact under him or her (whether one or more, hereinafter the "Substitute Agents"), in or concerning this Limited Power of Attorney or any part thereof, but any such substitution at the pleasure of the Grantor's Agent may be revoked as provided below. However, the total number of Grantor's Agents, including Substitute Agents, shall not exceed eighteen (18) at any time.

The duration of this Limited Power of Attorney shall be for a period of two (2) years from the date of execution, unless earlier revoked; provided that this Limited Power of Attorney may be voluntarily revoked or amended only by an instrument entered of record in the office of the appropriate local real estate recording officer in which the property is located.

Each endorsement of a Note made by the Agents of the Grantor hereunder shall read as follows:

Pay to the order of Mellon Bank, N.A. the promissory note to which this endorsement/allonge is attached, and the monies due and to become due thereon, without recourse to or warranty by the undersigned except to the extent otherwise set forth in that certain Purchase and Assumption Agreement dated as of December 11, 1992 among the undersigned, Mellon Bank, N.A. and the Federal Deposit Insurance Corporation.

Federal Deposit Insurance Corporation, as
Receiver for Meritor Savings Bank
[formerly known as the Philadelphia Savings
Fund Society] by _____,
attorney-in-fact.

or

Pay to the order of [insert Mellon Bank, N.A. or assignee or designee or blank, as applicable] WITHOUT RECOURSE OR WARRANTY.

Federal Deposit Insurance Corporation, Receiver
for Meritor Savings Bank [insert, as necessary,
"formerly doing business as "Philadelphia Savings Fund
Society"] by _____ [the name
of the Agent], attorney-in-fact.

The signature block of all other documents signed by an Agent on behalf of the Grantor shall read as follows:

Federal Deposit Insurance Corporation, Receiver For Meritor Savings Bank [insert, as necessary, "formerly doing business as "Philadelphia Savings Fund Society"] by (the name of the Agent), attorney-in-fact.

Each such endorsement or any other documents signed by an Agent may be made by rubber stamp, typewriter or other mechanical means or the printing or handwriting of the Agent executing such document.

Any agent authorized herein may submit to a person or entity being asked to accept or rely upon this Power of Attorney a copy of this Power of Attorney, certified by the Agent to be true and correct, along with an excerpt of the Schedule listing the Assets to which the transaction pertains (if applicable), as sufficient proof of the authority of the Agent and Attorney-in-Fact to perform the particular act being contemplated.

This Power of Attorney shall be deemed continuing and shall not be exhausted by any exercise hereof. This Power of Attorney shall continue in full force and effect during the term hereof as to the individuals named as Agents until such time as the employment with Mellon Bank Corporation (or any of its subsidiaries or affiliates) of the individual Agent is terminated.

This Power of Attorney shall not be affected by lapse of time, except as provided above regarding the duration of this Limited Power of Attorney.

Terms which are stated herein in the singular shall be deemed to include the plural and vice versa.

IN WITNESS WHEREOF, Grantor has caused this Power of Attorney to be duly executed by its Regional Director, this 7th day of April, 1997.

FEDERAL DEPOSIT INSURANCE CORPORATION,
as Receiver for Meritor Savings Bank

Witness:

Micela Sullivan
MICELA SULLIVAN

By:

Jon R. Karlson
Jon R. Karlson
Regional Director

Witness:

Anne-Marie Lachut
Anne-Marie Lachut

CORPORATE ACKNOWLEDGMENT

Specimen Signatures

Patrick Ryan

Patrick Ryan

Edward D. Marchese

Edward D. Marchese

Bonnie J. Collins

Bonnie J. Collins

Ronald D. Rice

Ronald D. Rice

Stephen M. Wilus

Stephen M. Wilus

Nancy A. McKinley

Nancy A. McKinley

John T. Starek

John T. Starek

Jack B. Kitchen

Jack B. Kitchen

Robert Spatafore

Robert Spatafore

Robert J. Hammar

Robert J. Hammar

Susan C. Saxer

Susan C. Saxer

John B. Graves

John B. Graves

Frances DiLuzio

Frances DiLuzio

Coston M. Cobbs

Coston M. Cobbs

Debra M. Braun

Debra M. Braun

Barbara S. Allen

Barbara S. Allen

James D. Trozzo

James D. Trozzo

Christopher Binder

Christopher Binder

STATE OF CONNECTICUT :

: ss. East Hartford

COUNTY OF HARTFORD :

On the 17 day of April, 1997 before me the undersigned officer, personally appeared Jon R. Karlson who acknowledged himself to be Regional Director of the Federal Deposit Insurance Corporation and that he as such being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Frank J Hayes

Notary Public, _____
County, _____
State of _____
My Commission Expires: _____

FRANK HAYES
NOTARY PUBLIC
MY COMMISSION EXPIRES APRIL 30, 1999

This Document Prepared by Mona Harvey
FEDERAL DEPOSIT INSURANCE CORPORATION
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FRANKLIN, MA 02038
525-3771