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301 E. Olive Ave. #301 LIMITED POWER OF ATTORNEY

Burbank, CA 91502

(818) 840-0034

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION, a corporation organized and existing under the laws of the United States of America, having its principal place of business in Washington, D.C. ("GNMA"), hereby constitutes and appoints MidFirst Bank, A Federally Chartered Savings Bank, ("the Master Subservicer"), as its true and lawful attorney-in-fact, in its name, place and stead, and for its benefit, in connection with GNMA-owned mortgage pooled loans described in that certain Master Subservicing Agreement entered into by and between GNMA and Master Subservicer, dated September 22, 1993, for the purpose of performing all acts and executing all documents in the name of GNMA necessary and incidental to servicing of said loans, including, but not limited to:

1. Acceptance of money due or to become due from borrowers and collection of past due amounts;

2. Those acts necessary to comply with regulations and requirements of the United States Department of Veterans' Affairs, the United States Department of Housing and Urban Development, and any other governmental entity or state or federal law;

3. Foreclosing delinquent loans, accepting deeds in lieu of foreclosure or otherwise acquiring title to mortgaged properties;

4. Filing and processing claims and accepting claim proceeds from mortgage insurance or loan guarantee claims paid under the National Housing Act of 1949 or Chapter 37 of the Title 38 of the United States Code and endorsing to the order of the Master Subservicer any checks which are made payable to the order of GNMA;

5. Appearing, litigating and compromising any matter in any court either as plaintiff or defendant, provided however, Master Subservicer shall not be authorized to commence any proceedings other than foreclosure, bankruptcy and eviction without written consent of GNMA;

6. Selling, transferring, or disposing of real property acquired through foreclosure or otherwise and executing all contracts, agreements, deeds, assignments and other instruments necessary to effect any such sale, transfer, or disposition and to receive proceeds checks made payable to the order of Master Subservicer of GNMA, assigning the right to any deficiency judgement and/or any deficiency claim incident to a foreclosure or defaulted loan;

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7. Preparing, executing and delivering satisfactions, cancellations, discharges, full or partial reconveyances, or full or partial releases of lien; appointing substitute trustee(s), entering into assumption agreements;

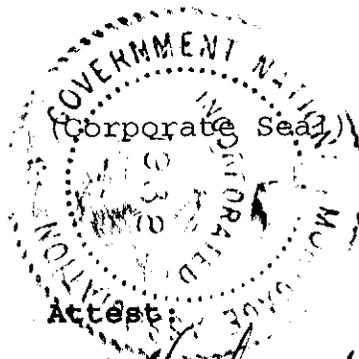
8. Preparing, executing and delivering deeds to vest title to properties in the Secretary of Housing and Urban Development, or the Administrator of Veterans' Affairs;

9. Endorsing promissory notes from GNMA to Master Subservicer and executing assignments from GNMA to Master Subservicer of mortgages, deeds of trusts, deeds to secure debt, and other security instruments securing said promissory notes;

10. Any and all such other acts of any kind and nature whatsoever Master Subservicer may find necessary to service said loans.

GNMA further grants to the Master Subservicer full power and authority to do and perform all acts necessary in the sole discretion of Master Subservicer to carry into effect the powers granted by or under this limited power of attorney as fully as GNMA might or could do with the same validity as if all and every such act had been herein particularly stated, expressed, and especially provided for, and hereby ratifies and confirms all that the Master Subservicer shall lawfully do or cause to be done by virtue of the powers and authority granted and contemplated hereby.

This limited power of attorney shall be effective as of September 22, 1993 and shall continue in full force and effect until September 22, 1997 unless extended or revoked in writing by GNMA.



GOVERNMENT NATIONAL MORTGAGE ASSOCIATION

BY: \_\_\_\_\_

*Paul A. Fates*  
Paul A. Fates

Senior Assistant Vice President

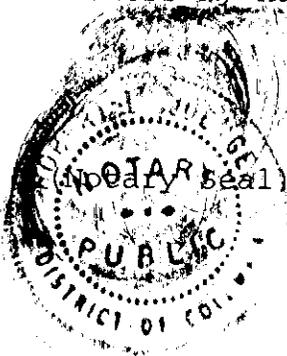
*Shirley S. Bannister*  
\_\_\_\_\_  
Shirley S. Bannister  
Assistant Secretary

DISTRICT OF COLUMBIA

WASHINGTON, D. C.

On this 18th day of August, 1997, before me, the undersigned, a Notary Public in and for the District of Columbia, personally appeared Paul A. Yates and Shirley S. Bannister, personally known to me to be the persons who executed the within instrument as the Senior Assistant Vice President and Assistant Secretary, respectively, on behalf of the corporation therein named and they duly severally acknowledged said instrument to be the act and deed of said corporation and that they executed said instrument and affixed the corporate seal for the purposes therein contained.

Witness my hand and seal.



A handwritten signature in cursive script, reading "Robert L. Juenger", written over a horizontal line.

Robert L. Juenger  
Notary Public for the District  
of Columbia

My Commission Expires March  
14, 2001