

WHEN RECORDED MAIL TO:

Chase Manhattan Mortgage Corporation
Attention: Document Control
10790 Rancho Bernardo Road
San Diego, California 92127

STATE MS.-DESOTO CO.

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W.E. DAVIS CH. CLK.

Prepared By Return To:
SPARFMAN - ZUMMACH, P. C.
Attorneys at Law
Post Office Box 286
Southaven, MS 38671-0286
662-349-6900

LIMITED POWER OF ATTORNEY

020843

KNOW ALL MEN BY THESE PRESENTS, that **Deutsche Bank National Trust Company**, formerly known as **Bankers Trust Company of California, N.A.** (as the "Trustee" or the "Custodian", as the case may be), a national banking association organized and existing under the laws of the United States and having its principal place of business at 1761 East St. Andrew Place, Santa Ana, California, 92705, as trustee (in such capacity, the "Trustee") pursuant to a Pooling and Servicing Agreement or a Sale and Servicing Agreement among the Trustee and **Chase Manhattan Mortgage Corporation** (the "Servicer" or "Successor Servicer") hereby constitutes and appoints the Servicer, having an address at **10790 Rancho Bernardo Road, San Diego, California 92127** by and through the Servicer's officers, the Trustee's or the Custodian's true and lawful Attorney-in-Fact, in the Trustee's or the Custodian's name, place and stead and for the Trustee's or the Custodian's benefit, in connection with all mortgage loans serviced by the Servicer solely for the purpose of performing such acts and executing such documents in the name of the Trustee or the Custodian as may be 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 certificateholders, noteholders, or bondholders.

This Appointment shall apply only to the following enumerated transactions and nothing herein or in the Agreement shall be construed to the contrary:

1. The modification or re-recording of a Mortgage or Deed of Trust, where said modification or re-recording is solely 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; provided that (i) said modification or re-recording, in either instance, does not adversely affect the lien of the Mortgage or Deed of Trust as insured and (ii) otherwise conforms to the provisions of the Agreement.
2. The subordination of the lien of a Mortgage or Deed of Trust to an easement in favor of a public utility company of a government agency or unit with powers of eminent domain; this section shall include, without limitation, the execution of partial satisfactions/releases, partial reconveyances or the execution or requests to trustees to accomplish same.
3. 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 title to real estate owned.
4. The completion of loan assumption agreements.
5. The full satisfaction/release of a Mortgage or Deed of Trust or full conveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.

6. 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.
7. 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.
8. 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) serving under a Deed of Trust, in accordance with state law and the Deed of Trust;
 - b. the preparation and issuance of statements of breach or non-performance;
 - c. the preparation and filing of notices of default and/or notices of sale;
 - d. the cancellation/rescission of notices of default and/or notices of sale;
 - e. the taking of deed in lieu of foreclosure; and
 - f. the preparation and execution of such other documents and performance of such other actions as may be necessary under the terms of the Mortgage, Deed of Trust or state law to expeditiously complete said transactions in paragraphs 8.a. through 8.e. above.
9. With respect to the sale of property acquired through a foreclosure or deed-in lieu of foreclosure, including, without limitation, the execution of the following documentation:
 - a. listing agreements;
 - b. purchase and sale agreements;
 - c. grant/warranty/quit claim deeds or any other deed causing the transfer of title of the property to a party contracted to purchase same;
 - d. escrow instructions; and
 - e. any and all documents necessary to effect the transfer of property.
10. The modification or amendment of escrow agreements established for repairs to the mortgaged property or reserves for replacement of personal property.
11. To endorse checks, notes, drafts and other evidences of payment made payable to Trustee, representing payments or payment in full on accounts in the name of Trustee.

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 power or 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 be effective as of April 15, 2002.

This appointment is to be construed and interpreted as a limited power of attorney. The enumeration of specific items, rights, acts or powers herein is not intended to, nor does it give rise to, and it is not to be construed as a general power of attorney.

Nothing contained herein shall (i) limit in any manner, or otherwise make invalid or ineffective (in whole or in part), any indemnification provided by the Servicer to the Trustee or the Custodian, or (ii) be construed to grant the Servicer the power to initiate or defend any suit, litigation or proceeding in the name of Deutsche Bank National Trust Company, as trustee or as custodian except as specifically provided for herein. If the Servicer receives any notice of suit, litigation or proceeding in the name Deutsche Bank National Trust Company, then the Servicer shall promptly forward a copy of same Deutsche Bank National Trust Company.

This Limited Power of Attorney is entered into and shall be governed by the laws of the State of New York, without regard to conflicts of law principles of such state.

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 and has not been revoked unless an instrument of revocation has been made in writing by the undersigned.

IN WITNESS WHEREOF, Deutsche Bank National Trust Company, as Trustee and as Custodian, has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by a duly elected and authorized signatory this ___ day of _____, 2002. JUN 21 2002

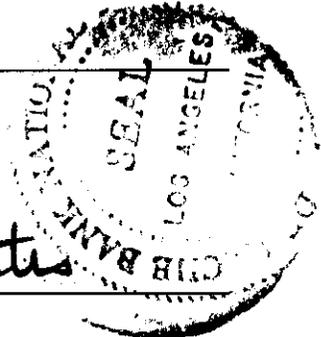
Deutsche Bank National Trust Company, formerly known as Bankers Trust Company of California, N.A., as Trustee and as Custodian

Witnessed by:

Jared Scott
Jared Scott

By: *[Signature]*

Name: Aimee Kemmeter
Title: Assistant Vice President



Witnessed by:

Marie-José Becamel
Marie-José Becamel

By: *Wendy Estes*

Name: Wendy Estes
Title: Associate

Acknowledged and Agreed
Chase Manhattan Mortgage Corporation

By: _____
Name:
Title:

[Signature]
JOE LANNING, VICE PRESIDENT

State of California
County of Orange

On JUN 21 2002, before me, Peter Quoc Tran, personally appeared Aimee Kemmeter and Wendy Estes, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which they acted, executed the instrument.

WITNESS my hand and official seal.

