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BOOK 0097 PAGE 0217

LIMITED SPECIAL POWER OF ATTORNEY

This Limited Special Power of Attorney is being issued by U.S. Bank National Association, F/K/A First Bank National Association, a national banking association (the "Trustee"), with offices located at 180 East Fifth Street, St. Paul, MN 55101, in connection with the responsibilities and duties of TMS Mortgage, Inc. dba The Money Store ("Servicer") under certain Pooling and Servicing Agreements (the "PSAs") to which Servicer is a party to service certain loans (the "Loans") held by the Trustee as trustee of a mortgage securitization pooling trust (the "Trust"). A list of the PSAs is attached as Exhibit "A" hereto.

The Trustee hereby constitutes and appoints the Servicer as its attorney in fact and in its name to execute and acknowledge in writing or by facsimile stamp all documents customarily and reasonably necessary and appropriate to effect one or more of the following transactions with respect to any Loan:

1. To grant a partial or full release of security for such Loan;
2. For satisfaction or cancellation of any Loan upon payment in full;
3. To enter into a forbearance agreement or comparable instrument modifying the payment terms;
4. To enter into an assumption agreement, whereby a new owner of the real property encumbered as security for the Loan assumes the obligations for repayment of the Loan;
5. To enter into a subordination agreement;
6. To enter into an assignment of the Loan.

Notwithstanding the foregoing, the foregoing documents listed in paragraphs 1 through 6 above may only be executed and delivered by Servicer as the Trustee's attorney in fact if such documents are required or permitted under the terms of the PSAs and then only in compliance with the provisions of the PSAs. No power is hereby granted which would permit the Servicer to take any action which would be adverse to the interests of the Trustee or the Trustee or the beneficiaries of the Trust, or to take any action which the Trustee is not authorized to take with respect to any Loan.

The following officers and employees of the Servicer are hereby appointed as designated signers for purposes of this Limited Special Power of Attorney:

Russell Pleasants, Senior Vice President
Dave Holt, Senior Vice President
Deborah Kaufman, Vice President
John Haltom, Vice President
Richard Williams, Vice President
Randall Brown, Vice President
Rene Wigen, Vice President
Juanita Jennette, Assistant Vice President
John Dunnery, Assistant Vice President

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W.E. DAVIS CH. CLK.

By its use of the Limited Special Power of Attorney, the Servicer agrees to indemnify and hold harmless the Trustee and the Trust from any and all losses, liabilities, claims and expenses arising as a result of the Servicer's use of this Limited Special Power of Attorney (other than those expenses payable to the Servicer pursuant to the PSAs). The Servicer also agrees that it shall maintain business records to document its decisions to execute any or all documents described in paragraphs 1 through 6 applicable to each Loan in the Loan files, and shall give the Trustee access to such business records on the Trustee's reasonable written request.

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Exhibit A

U.S. Bank National Association, f/k/a First Bank National Association, as trustee under the Pooling and Servicing Agreement dated as of February 29, 1992, Series 1992-A-TMS

U.S. Bank National Association, f/k/a First Bank National Association, as trustee under the Pooling and Servicing Agreement dated as of September 30, 1992

U.S. Bank National Association, f/k/a First Bank National Association, as trustee under the Pooling and Servicing Agreement dated as of June 30, 1993, Series 1993-A-TMS

U.S. Bank National Association, f/k/a First Bank National Association, as trustee under the Pooling and Servicing Agreement dated as of May 31, 1994, Series 1994-A-TMS

U.S. Bank National Association, f/k/a First Bank National Association, as trustee under the Pooling and Servicing Agreement dated as of November 30, 1994, Series 1992 D-III

U.S. Bank National Association, f/k/a First Bank National Association, as trustee under the Pooling and Servicing Agreement dated as of February 28, 1995, Series 1995-A-TMS

U.S. Bank National Association, f/k/a First Bank National Association, as trustee under the Pooling and Servicing Agreement dated as of August 31, 1995, Series 1995-B

U.S. Bank National Association, f/k/a First Bank National Association, as trustee under the Pooling and Servicing Agreement dated as of November 30, 1995, Series 1995-C

U.S. Bank National Association, f/k/a First Bank National Association, as trustee under the Pooling and Servicing Agreement dated as of February 29, 1996, Series 1996-A

U.S. Bank National Association, f/k/a First Bank National Association, as trustee under the Pooling and Servicing Agreement dated as of May 31, 1996, Series 1996-B

U.S. Bank National Association, f/k/a First Bank National Association, as trustee under the Pooling and Servicing Agreement dated as of August 31, 1996, Series 1996-C

U.S. Bank National Association, f/k/a First Bank National Association, as trustee under the Pooling and Servicing Agreement dated as of November 30, 1996, Series 1996-D

U.S. Bank National Association, f/k/a First Bank National Association, as trustee under the Pooling and Servicing Agreement dated as of August 31, 1997, Series 1997-CIV