

Prepared by:

Terwin Advisors LLC

4837 Watt Ave, Ste 100
N. Highland, CA 95660
916-339-6070

When recorded return to:

HomEq Servicing Corporation
4837 Watt Avenue, Suite 100
Mailcode CA3501
N. Highlands, CA 95660
Confirmation Number: (916) 339-6070

LIMITED POWER OF ATTORNEY

This Limited Power of Attorney is made in connection with that certain Servicing Agreement by and among Terwin Advisors LLC, as Borrower (the "Owner"), CFSC Capital Corp. XXX, as Lender, and HomEq Servicing Corporation, a New Jersey Corporation, as Servicer (the "Servicer") dated as of July 2, 2003 (the "Servicing Agreement").

Owner hereby makes, constitutes and appoints Servicer for Owner's benefit and in Owner's name, place, and stead, Owner's true and lawful attorney-in-fact, with full power of substitution, to act in any manner necessary and proper to exercise the servicing and administrative powers set forth in the Servicing Agreement with respect to those loans transferred to Servicer pursuant to the terms of the Servicing Agreement. Such servicing and administrative powers shall include, without limitation, powers to: endorse or sign any documents necessary to assign, transfer, release or partially release, subordinate, convey or otherwise carry out the intent of the Servicing Agreement with respect to notes, contracts, mortgages, deeds, and security instruments related to the receivables. This appointment shall not be assigned to any third party by Servicer without the written prior consent of Owner and this Limited Power of Attorney shall survive for a period not to exceed two years past the date herein.

Nothing herein shall give any attorney-in-fact the rights or powers to negotiate or settle any suit, counterclaim or action against Owner. If the Servicer receives any notice of suit, litigation or proceeding in the name of the Owner, then the Servicer shall forward a copy of same to the Owner within a reasonable period of time.

Owner will not be responsible for inspection of any items being executed pursuant to this Limited Power of Attorney and as such, is relying upon the Servicer to undertake whatever procedures may be necessary to confirm the accuracy of such items.

Any third party may rely upon a copy of this Limited Power of Attorney, to the same extent as if it were an original, and shall be entitled to rely on a writing signed by the Servicer to establish conclusively the identity of a particular right, power, capacity, asset, liability, obligation, property, loan or commitment of Servicer for all purposes of this Limited Power of Attorney.

Servicer shall not be obligated to furnish bond or other security in connection with its actions hereunder. The Servicer hereby agrees to indemnify and hold Owner and its directors, officers, employees and agents harmless from and against any and all

liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by reason or result of or in connection with the exercise by the Servicer of the powers granted to it hereunder. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the Agreement or the earlier resignation or removal of any Custodian or Collateral Agent referred to in the Agreement.

Owner authorizes Servicer, by and through any of its directors or officers, or any other employee who is duly authorized by Servicer to certify, deliver and/or record copies and originals of this Limited Power of Attorney. Servicer's employees executing such documents in the name of Owner necessary to properly service and administer mortgage loans must hold the office of Assistant Vice President or higher.

If any provision of this Limited Power of Attorney shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions hereof shall not be affected thereby. 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.

Witness: [Signature]
Name: Shawn Khani

Witness: [Signature]
Name: Steven Sherwyn

Terwin Advisors LLC
as Owner

By: [Signature]
Name: Barbara Chell
Title: COO & Principal

STATE MS. - DESOTO CO.

FEB 17 12 52 PM '04

State of New York
County of New York

BK 102 PG 137
W.F. DAVIS CH. CLK.

On December 18, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared Barbara Chell of Terwin Advisors LLC as Owner, personally known to me to be the person whose name is subscribed to the within instrument and acknowledge to me that he/she executed that same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted and executed the instrument.

WITNESS my hand and official seal.
(Seal)

[Signature]
Signature of Notary

MICHAEL SWAIN
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01SW6079354
QUALIFIED IN NEW YORK COUNTY
COMMISSION EXPIRES AUGUST 26, 2006

