

Prepared by EMC Mortgage Corporation.  
When recorded return to:  
EMC Mortgage Corporation  
Attn: Collateral Management  
909 Hidden Ridge Drive  
Irving, TX 75038  
972/444-2800

2003 105459

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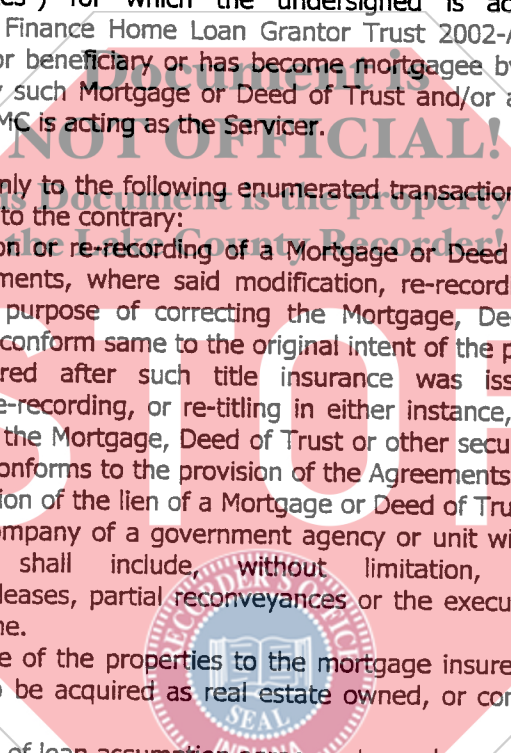
### LIMITED POWER OF ATTORNEY

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KNOW ALL MEN BY THESE PRESENTS, that U.S. Bank National Association, a national banking association organized and existing under the laws of the United States and having its principal place of business at 180 East Fifth Street, 2<sup>nd</sup> Floor, St. Paul, MN 55102-1639, not in its individual capacity but merely as Trustee (the "Trustee"), pursuant to a Pooling and Servicing Agreement dated February 1, 2002, (the "Agreement"), by and among Conseco Finance Securitizations Corp., ("the Seller"), Conseco Finance Corp. (the "Originator" and the "Interim Servicer") and the Trustee, hereby constitutes and appoints EMC Mortgage Corporation as the Back-up Servicer, now known as the Servicer ("EMC" and "the Servicer"), by and through EMC's officers, the Trustee's true and lawful Attorney-in-Fact, in the Trustee's name, place and stead and for the Trustee's benefit, in connection with all mortgage loans serviced by the Servicer pursuant to the Agreements solely for the purpose of performing such acts and executing such transactions in respect of any of the mortgage or deeds of trust (the "Mortgages" and "Deeds of Trust" respectively), retail installment contracts ("other security instruments") and promissory notes secured thereby (the "Mortgage Notes") for which the undersigned is acting as Trustee for various Certificateholders for Conseco Finance Home Loan Grantor Trust 2002-A (whether the undersigned is named therein as mortgagee or beneficiary or has become mortgagee by virtue of endorsement of the Mortgage Note secured by any such Mortgage or Deed of Trust and/or assignment of the Mortgage or Deed of Trust) and for which EMC is acting as the Servicer.

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

1. The modification or re-recording of a Mortgage or Deed of Trust, or re-titling of other security instruments, where said modification, re-recording or re-titling is being done solely for the purpose of correcting the Mortgage, Deed of Trust or other security instruments 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, re-recording, or re-titling in either instance, does not adversely affect the lien position of the Mortgage, Deed of Trust or other security instruments as insured and (ii) otherwise conforms to the provision of the Agreements.
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 of 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, and recordation of same (if necessary).
5. The full or partial satisfaction/release of a Mortgage or Deed of Trust or full or partial conveyance upon payment and discharge of the necessary limitation, cancellation of the related Mortgage Note.
6. The assignment of any Mortgage, Deed of Trust or other security instrument and the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby.



CLERK AND RECORDER OF JEFFERSON COUNTY CERTIFIED TO BE FULL  
TRUE AND CORRECT COPY OF THE ORIGINAL FILM IN MY CUSTODY  
DATE 7-1-03 FAYE GRIFFIN, JEFFERSON COUNTY CLERK AND RECORDER.  
BY: Dawn M. [Signature] DEPUTY CLERK

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7. The full assignment of a Mortgage, Deed of Trust or other security instrument 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:
- The substitution of trustee(s) serving under a Deed of Trust, in accordance with state law and the Deed of Trust;
  - The preparation and issuance of statements of breach or non-performance;
  - The preparation and filing of notices of default and/or notices of sale;
  - The cancellation/rescission of notices of default and/or notices sale;
  - The taking of deed-in-lieu of foreclosure; and
  - 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 paragraph 8. a. through 8. e. above.
9. With respect to other security instruments the power to:
- Perform any other necessary acts of foreclosure and/or eviction.
10. With respect to the sale of real property acquired through a foreclosure or deed-in-lieu of foreclosure, including, without limitation, the execution of the following documentation:
- Listing agreement;
  - Purchase and sale agreements;
  - Grant/warranty/quit claim deeds or any other deed causing the transfer of title of the property to a party contracted to purchase same;
  - Escrow instructions; and
  - Any and all documents necessary to effect the transfer of real property.
11. The modification or amendment of escrow agreements established for repairs to the mortgaged property.
12. The endorsement of loss drafts or other checks that are necessary to effectuate proper servicing of the loan.
13. Respond to potential and actual litigation complaints on behalf of Trustee. Trustee will be apprised of potential litigation by Servicer as soon as commercially reasonable.

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 the Limited Power of Attorney shall be effective as shown on February 1, 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 or attorney.

Nothing contained herein shall (i) limit in any manner any indemnification provided by the Servicer to the Trustee under the Agreements, or (ii) be construed to grant the Servicer the power to initiate or defend any suit, litigation or proceeding brought against U.S. Bank National Association as Trustee for the applicable trust, except as specifically provided for herein or as otherwise contemplated by the Agreements. If the Servicer receives any notice of suit, litigation or proceeding in the name of U.S. Bank National Association as Trustee, then the Servicer shall forward a copy of same to the Trustee as soon as commercially reasonable.

This Limited Power of Attorney is not intended to extend the powers granted to the Servicer under the Agreements or to allow the Servicer to take any action with respect to Mortgages, Deeds of Trust or Mortgage Notes not authorized by the Agreements. Notwithstanding anything contained herein to the contrary, EMC shall not, without the Trustee's prior written consent (i) hire or procure counsel to represent the Trustee in its individual capacity; or (ii) prepare, execute or deliver any government filing forms, permit registration or other documents, which have the effect of causing the Trustee to be registered to do business in any state. The Servicer hereby agrees to indemnify and hold the Trustee 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 Agreements or the earlier resignation or removal of the Trustee under the Agreements.

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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, U.S. Bank National Association has signed and acknowledged in its name and behalf by a duly elected and authorized signatory this 30th day of June, 2003.

U.S. Bank National Association,  
not in its individual capacity but solely as Trustee,

**NOT OFFICIAL!**

This Document is the property of  
the Lake County Recorder!

Attest: Linda Kruse  
Name: Linda Kruse  
Title: Trust Officer

By: Tamara Schultz-Fugh  
Name: Tamara Schultz-Fugh  
Title: Vice President

Witness: Jacqueline K. Lee  
Name: Jacqueline K. Lee

Witness: Brian Giel  
Name: Brian Giel

Acknowledged and Agreed  
EMC Mortgage Corporation

By: Leah R. Hester  
Name: LEAH R. HESTER  
Title: ASSISTANT VICE PRESIDENT

State of Minnesota     )  
                                  )ss.:  
County of Ramsey     )

On this 30th day of June in the year 2003 before me, the undersigned, a Notary Public in and for said State, personally appeared Tamara Schultz-Fugh, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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*Susan Burdick*  
\_\_\_\_\_  
Notary Public

