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Prepared by and When Recorded Mail to:

HomEq Servicing
4837 Watt Avenue, Suite 100
Mailcode CA3501
North Highlands, CA 95660
Attn: Cindy Belasco
Confirmation Number: (916) 339-6004

DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

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LIMITED POWER OF ATTORNEY

This Limited Power of Attorney is made in connection with that certain Sub-Servicing Agreement by and among Barclays Capital Real Estate Inc., dba HomEq Servicing, ("Sub-Servicer") and Wachovia Equity Servicing LLC and Wachovia Mortgage Corporation (collectively "Owner and Servicer") dated as of November 1, 2006 (the "Sub-Servicing Agreement"). The Bank of New York, Trustee ("BNY"), not in its individual capacity but solely as Trustee for the Pooling and Servicing Agreements listed on Exhibit A attached hereto (the "Agreements").

***4837 WATT AVENUE, MAILCODE CA3501, N. HIGHLANDS, CA 95660**

Wachovia Corporation ("Wachovia") has sold to Barclays Bank PLC ("Barclays") the U.S. sub-prime residential mortgage servicing business (the "Sub-Prime Servicing Business") of Servicer, a subsidiary of Wachovia, pursuant to the Asset Purchase Agreement, dated as of June 22, 2006 (the "Purchase Agreement"), among Wachovia, Servicer, certain of Wachovia's other subsidiaries, and Barclays. Upon consummation of the transactions contemplated by the Purchase Agreement, Barclays Capital Real Estate Inc. d/b/a HomEq Servicing will operate the Sub-Prime Servicing Business.

BNY hereby makes, constitutes and appoints Sub-Servicer for BNY's benefit and in BNY's name, place, and stead, BNY'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 Sub-Servicing Agreement with respect to those loans transferred to Sub-Servicer pursuant to the terms of the Sub-Servicing Agreement. Such servicing and administrative powers shall include, without limitation: to endorse or sign any documents necessary to assign, transfer, release or partially release, subordinate, convey or otherwise carry out the intent of the Sub-Servicing Agreement with respect to notes, contracts, mortgages, security instruments related to the receivables, and to initiate, appear, respond, defend, prosecute, settle, terminate, testify and otherwise participate in litigation arising out of the serviced assets in the name of and/or on behalf of BNY. Authority is also granted to execute deeds of conveyance and such other documents as are necessary to sell, transfer and convey REO properties owned by BNY.

BNY 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 Sub-Servicer to undertake whatever procedures may be necessary to confirm the accuracy of such items. ****C/O HOMEQ SERVICING**

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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 Sub-Servicer to establish conclusively the identity of a particular right, power, capacity, asset, liability, obligation, property, loan or commitment of Sub-Servicer for all purposes of this Limited Power of Attorney.

Sub-Servicer shall not be obligated to furnish bond or other security in connection with its actions hereunder.

~~LIBER 755 PAGE 264~~

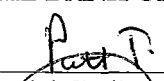
BNY authorizes Sub-Servicer, by and through any of its directors or officers, or any other employee who is duly authorized by Sub-Servicer to certify, deliver and/or record copies and originals of this Limited Power of Attorney.

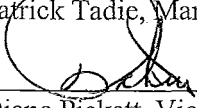
If any provision of this Limited Power of Attorney shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions hereof shall not be affected thereby.

The undersigned Managing Director of BNY and the undersigned Vice President of BNY have the power and authority to authorize this Limited Power of Attorney to allow Sub-Servicer to act on behalf of BNY pursuant to the terms of the Agreements. This appointment should automatically expire on December 31, 2007, or, if earlier, upon the termination of the Sub-Servicing Agreement.

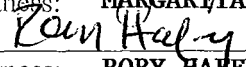
IN WITNESS WHEREOF, BNY has caused this Limited Power of Attorney to be executed and subscribed in their names as of 2-13-07.

THE BANK OF NEW YORK, Trustee

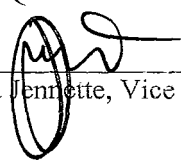

Patrick Tadé, Managing Director


Diane Pickett, Vice President

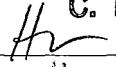

Witness: **MARGARITA KRUPKINA**


Witness: **RORY HAFEY**

BARCLAYS CAPITAL REAL ESTATE, INC. DBA
HOMEQ SERVICING


Juanita Jennette, Vice President


Witness: **C. Belasco**


Witness: **Hau Nguyen**

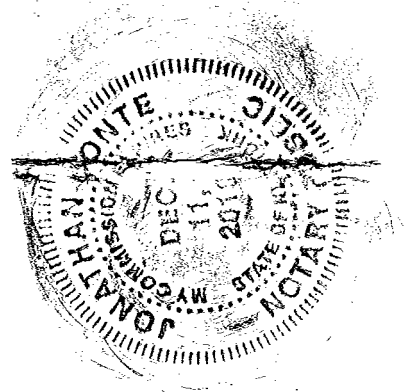
STATE OF NEW YORK
COUNTY OF Bronx

On 13th February, 07 before me Jonathan Conte personally appeared Patrick Tadie, Managing Director and Diane Pickett, Vice President, 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 acknowledge to me that they executed the same in their authorized capacities and that by their signatures on the instrument the persons or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Jonathan Conte
Notary Public

Jonathan Conte
Notary Public, State of New York
No. 01CO6157400
Qualified in Bronx County
Commission Expires 12/11/2010



STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

On FEB 21 2007 before me, J. Gualano, personally appeared Juanita Jennette, Vice President, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity as Vice President and that by her signature on the instrument the persons or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

J. Gualano
Notary Public in and for said County and State

My Commission Expires: 9-18-09



EXHIBIT A

- The Bank of New York as Trustee under the Pooling and Servicing Agreement dated as of February 28, 1993, Series 1993-A-I and Series 1993-A-II
- The Bank of New York as Trustee under the Pooling and Servicing Agreement dated as of May 31, 1993, Series 1993-B
- The Bank of New York as Trustee under the Pooling and Servicing Agreement dated as of August 31, 1993, Series 1993-C
- The Bank of New York as Trustee under the Pooling and Servicing Agreement dated as of November 30, 1993, Series 1993-D
- The Bank of New York as Trustee under the Pooling and Servicing Agreement dated as of January 31, 1994, Series 1994-A
- The Bank of New York as Trustee under the Pooling and Servicing Agreement dated as of May 31, 1994, Series 1994-B
- The Bank of New York as Trustee under the Pooling and Servicing Agreement dated as of July 31, 1994, Series 1994-C
- The Bank of New York as Trustee under the Pooling and Servicing Agreement dated as of November 30, 1994, Series 1994-D
- The Bank of New York as Trustee under the Pooling and Servicing Agreement dated as of February 28, 1995, Series 1995-A
- The Bank of New York as Trustee under the Pooling and Servicing Agreement dated as of August 31, 1995, Series 1995-B
- The Bank of New York as Trustee under the Pooling and Servicing Agreement dated as of November 30, 1995, Series 1995-C
- The Bank of New York as Trustee under the Pooling and Servicing Agreement dated as of February 29, 1996, Series 1996-A
- The Bank of New York as Trustee under the Pooling and Servicing Agreement dated as of May 31, 1996, Series 1996-B
- The Bank of New York as Trustee under the Pooling and Servicing Agreement dated as of August 31, 1996, Series 1996-C
- The Bank of New York as Trustee under the Pooling and Servicing Agreement dated as of November 30, 1996, Series 1996-D
- The Bank of New York as Trustee under the Pooling and Servicing Agreement dated as of February 28, 1997, Series 1997-A
- The Bank of New York as Trustee under the Pooling and Servicing Agreement dated as of May 31, 1997, Series 1997-B
- The Bank of New York as Trustee under the Pooling and Servicing Agreement dated as of August 31, 1997, Series 1997-C
- The Bank of New York as Trustee under the Pooling and Servicing Agreement dated as of November 30, 1997, Series 1997-D
- The Bank of New York as Trustee under the Pooling and Servicing Agreement dated as of February 28, 1998, Series 1998-A
- The Bank of New York as Trustee under the Pooling and Servicing Agreement dated as of July 31, 1998, Series 1998-B
- The Bank of New York as Indenture Trustee for The Money Store Trust 1998-C
- The Bank of New York as Trustee for The Money Store Residential Trust 1997-I
- The Bank of New York as Trustee for The Money Store Residential Trust 1997-II
- The Bank of New York as Trustee for The Money Store Residential Trust 1998-I