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**Revocable Limited Power of Attorney  
Series 1996-2 Land-and-Home Contracts**

This Revocable Limited Power of Attorney is executed by and between Wells Fargo Bank Minnesota, National Association in its capacity as Trustee ("Trustee"), and Green Tree MH LLC ("Green Tree"), as Successor Servicer, under that certain Amendment to Series 1996-2 Pooling and Servicing Agreement effective as of June 23, 2003 ("Amended Pooling and Servicing Agreement").

**WHEREAS**, Conseco Finance Corp. ("Conseco Finance"), formerly known as Green Tree Financial Corporation, issued certain certain manufactured housing contract pass-through certificates under that certain Pooling and Servicing Agreement, dated as of March 1, 1996, between Conseco Finance, as Seller and Servicer, and Trustee (formerly known as Norwest Bank Minnesota, National Association) (as amended from time to time, the "Pooling and Servicing Agreement") (capitalized terms not defined in this Revocable Limited Power of Attorney shall have the meanings ascribed to such terms in the Pooling and Servicing Agreement;

**WHEREAS**, Conseco Finance filed a voluntary chapter 11 petition in the United States Bankruptcy Court for the Northern District of Illinois on December 17, 2002;

**WHEREAS**, Conseco Finance assumed and assigned its rights as servicer under the Pooling and Servicing Agreement to Green Tree as part of its chapter 11 case;

**WHEREAS**, prior to the assumption and assignment, Conseco Finance transferred title to all of the Land-and-Home Contracts under the Pooling and Servicing Agreement to the Trustee pursuant to the terms of the Pooling and Servicing Agreement;

**WHEREAS**, Green Tree and the Trustee have executed the Amended Pooling and Servicing Agreement whereby Green Tree will act as Successor Servicer;

**WHEREAS**, the Trustee and Green Tree desire to have Green Tree act as servicer of defaulted Land-and-Home Contracts under the Amended Pooling and Servicing Agreement; and accordingly, it is necessary for Green Tree to have certain rights and powers to administer defaulted Land-and-Home Contracts;

**WHEREAS**, Land-and-Home Contract 45403737 is in default and Green Tree desires to pursue remedies under such Land-and-Home Contract for the benefit of the Trust;

**NOW, THEREFORE**, the Trustee appoints Green Tree as its true and lawful attorney-in-fact to act in its name, place, and stead with respect to Land-and-Home Contract 45403737 and subject to the further provisions herein, grants Green Tree the authority as follows:

1. To accept money due or to become due from borrowers and to collect past due amounts;
2. To take those acts necessary to comply with regulations and requirements of state or federal law;
3. To demand, recover, collect, and receive all sums of money, checks, accounts, interests, dividends and demands due or owing to the Trust in connection with the Land-and-Home Contracts and to take possession of any collateral, and to liquidate that collateral by any lawful means and to take such lawful action as may be necessary, in the name of the Trustee, for recovery thereof by suit, garnishment, attachment, foreclosure, or otherwise.
4. To take any and all action necessary to initiate, give notice of, and conduct foreclosures or repossession sales on behalf of the Trustee, pursuant to any financing contract, lease

agreement, promissory note, loan agreement or other security instruments, and the execution of any instrument necessary to accomplish the foregoing.

5. To sell, transfer, or otherwise dispose of collateral acquired through repossession or otherwise and execute all instruments necessary to effect any such sale, transfer or disposition and to receive proceeds checks made payable to the order of the Trustee, and to assign the right to any deficiency judgment and/or deficiency claim incident to a foreclosure or defaulted loan;
6. To prepare, execute and deliver satisfactions, cancellations, discharges, or full or partial releases of liens; enter into and execute assumption agreements; and appoint substitute trustees;
7. To prepare, execute, and deliver any and all documents necessary to accomplish the foregoing, including but not limited to contracts, leases, assignments, bills of sale, releases, extensions, satisfactions, and full or partial releases of liens, and to take any and all such other acts of any kind and nature whatsoever Green Tree may find necessary to service the Land-and-Home Contracts.

The Trustee further grants to Green Tree full power and authority to do and perform all acts necessary to carry into effect the powers granted by or under this Revocable Limited Power of Attorney as fully as the Trustee might or could do with the same validity as if all and every such act had been herein particularly stated, expressed, and especially provided for, and hereby ratifies and confirms that Green Tree shall lawfully do or cause to be done by virtue of the powers and authority granted and contemplated hereby.

This Revocable Limited Power of Attorney shall be effective as of the execution date and shall continue in full force and effect until termination. Notwithstanding anything herein to the contrary, this Revocable Limited Power of Attorney shall be effective only as to Land-and-Home Contract 45403737 and all such power and authority granted to Green Tree shall be exercised consistent with the rights and duties of Green Tree under the Amended Pooling and Servicing Agreement.

Any third party may rely upon this document as Green Tree's authority to continue to exercise this Revocable Limited Power of Attorney until termination.

Executed this day, the 3<sup>rd</sup> of August, 2005

WELLS FARGO BANK, NATIONAL ASSOCIATION, SUCCESSOR-BY-MERGER TO WELLS FARGO BANK MN, NA FKA NORWEST BANK MN, NA

By: Kurt Morgenweck  
Its: CTO

STATE OF MINNESOTA     )  
  )  
COUNTY OF HENNEPIN    )

On August 3, 2005, before me Kurt Morgenweck (name and title of authorized officer) of Wells Fargo Bank, National Association, successor by merger to Wells Fargo Bank, MN, NA fka Norwest Bank, MN, NA personally appeared, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary David G. Stiff



Acknowledged and Accepted:

GREEN TREE MH LLC

By: [Signature]

Its: DULY AUTHORIZED AGENT

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