

WHEN RECORDED MAIL TO:
 EXPRESS AMERICA MORTGAGE CORPORATION
 9060 East Via Linda Street
 Scottsdale, Arizona 85258-3416

Inst # 1994-00274

01/05/1994-00274
 02:23 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Ln. No.

SPECIAL LIMITED IRREVOCABLE POWER OF ATTORNEY

Know that Fox Financing, Inc.

(corporation/partnership/sole proprietorship) with its principal offices at Birmingham, Alabama
 ("Principal"), does hereby make, constitute and appoint EXPRESS AMERICA MORTGAGE CORPORATION, an Arizona
 corporation with offices at 9060 E. Via Linda Street, Scottsdale, AZ 85258 ("EXPRESS AMERICA"), for Principal's benefit and
 in Principal's name, place and stead, Principal's true and lawful attorney-in-fact:

To execute, endorse, assign and deliver to EXPRESS AMERICA (1) the promissory note (hereinafter the
 "Promissory Note") made payable to the order of Principal, relating to the property at
12 Monte Verde Lane, Montevallo, AL 35115

that is now or is hereafter in the possession of EXPRESS AMERICA as contemplated by the Loan Brokerage Agreement
 dated 12-27, 1993 and the supplement to Loan Brokerage Agreement dated 12-27, 1993
 (collectively, the "Loan Brokerage Agreement") both of which are currently in effect between Principal and EXPRESS
 AMERICA, (2) any beneficial or mortgagee's interest, or assignment thereof, and any and all other rights and interests, under
 all mortgages, deeds of trust, security agreements and other instruments evidencing, making or granting security for the
 Promissory Note ("Mortgage Rights") and (3) all other documents evidencing, memorializing or otherwise relating to payee's
 obligee's or mortgagee's interest in the loan evidenced by the Promissory Note ("Documents").

Principal hereby grants to EXPRESS AMERICA full authority to act in any manner both proper and necessary to
 exercise the foregoing powers as fully as Principal might or could do and perform by itself. EXPRESS AMERICA agrees that
 it shall exercise the power granted it hereunder only through an officer of EXPRESS AMERICA.

Principal and EXPRESS AMERICA hereby acknowledge and agree that EXPRESS AMERICA has an interest in the
 subject matter of the power granted herein, in that the loan evidenced by the Promissory Note (and the related Mortgage Rights
 and Documents) were, as contemplated by the Loan Brokerage Agreement, originated and closed in the name of Principal with
 Principal being denominated the original payee on the Promissory Note and the original beneficiary or mortgagee on the deed
 of trust or mortgage securing payment of the Promissory Note, and immediately upon and concurrently with the closing of the
 loan, Principal and EXPRESS AMERICA do hereby agree that EXPRESS AMERICA is hereby vested irrevocably with the power
 granted herein and that Principal does hereby forever renounce all right to revoke this Special Limited Irrevocable Power of
 Attorney or any of the powers conferred upon EXPRESS AMERICA hereby or to appoint any other person to execute the said
 power and Principal also renounces all right to do any of the acts which EXPRESS AMERICA is authorized to perform by this
 power.

If prior to the exercise of the power hereby conferred upon EXPRESS AMERICA, Principal shall have become bankrupt,
 dissolved, liquidated, disabled, incapacitated, or have died, and EXPRESS AMERICA shall have thereafter exercised such
 power, Principal hereby declares any such acts performed by EXPRESS AMERICA pursuant to this power binding and effective
 in the same manner that they would have been had such bankruptcy, dissolution, liquidation, disability, incapacity or death of
 Principal not have occurred.

Executed on December 27, 1993, at Birmingham AL

PRINCIPAL:

By: James Lee CoreyIts: President

Corporations, Partnerships or Individuals

State of ALABAMA ss:County of JEFFERSON

I, the undersigned, a Notary Public residing in the county and state aforesaid, do
 certify that James Lee Corey, who is personally known to me this day appeared before me
 personally and did acknowledge that he did sign, seal and deliver the foregoing instrument of his own free will and accord, for
 the purposes therein named and expressed.

In witness whereof, I have hereunto set my hand and official seal, this 27TH day of DECEMBER, 1993.

By: [Signature]My commission expires: 5/1/96

Witness

Witness