

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Ln. No. 6768220

**SPECIAL LIMITED IRREVOCABLE POWER OF ATTORNEY**

35235

Know that Fox Financing, Inc.  
(corporation/partnership/sole proprietorship) with its principal offices at 1100 E Park Dr, Ste 410, Birmingham AL  
("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  
85 April Lane, Westover, AL 35147  
that is now or is hereafter in the possession of EXPRESS AMERICA as contemplated by the Loan Brokerage Agreement  
dated 08/11, 1993 and the supplement to Loan Brokerage Agreement dated 08/11, 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 March 18, 1994, at Birmingham, AL

PRINCIPAL: Fox Financing, Inc.

By: James Lee Corey  
James Lee Corey  
Its: President

Corporations, Partnerships or Individuals

State of ALABAMA ss:

County of JEFFERSON

I, the undersigned, a Notary Public residing in the county and State above said,  
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,  
the purposes therein named and expressed.

In witness whereof, I have hereunto set my hand and official seal, this 18th day of March, 1994.

By: Cheryl P. Kilgore  
Cheryl P. Kilgore  
My commission expires: 11-13-97

Linda Isley  
Witness  
Linda Isley  
Shelia Wilson  
Witness  
Shelia Wilson

1994-10205

1994-10205

CERTIFIED

JUDGE OF PROBATE

8:50