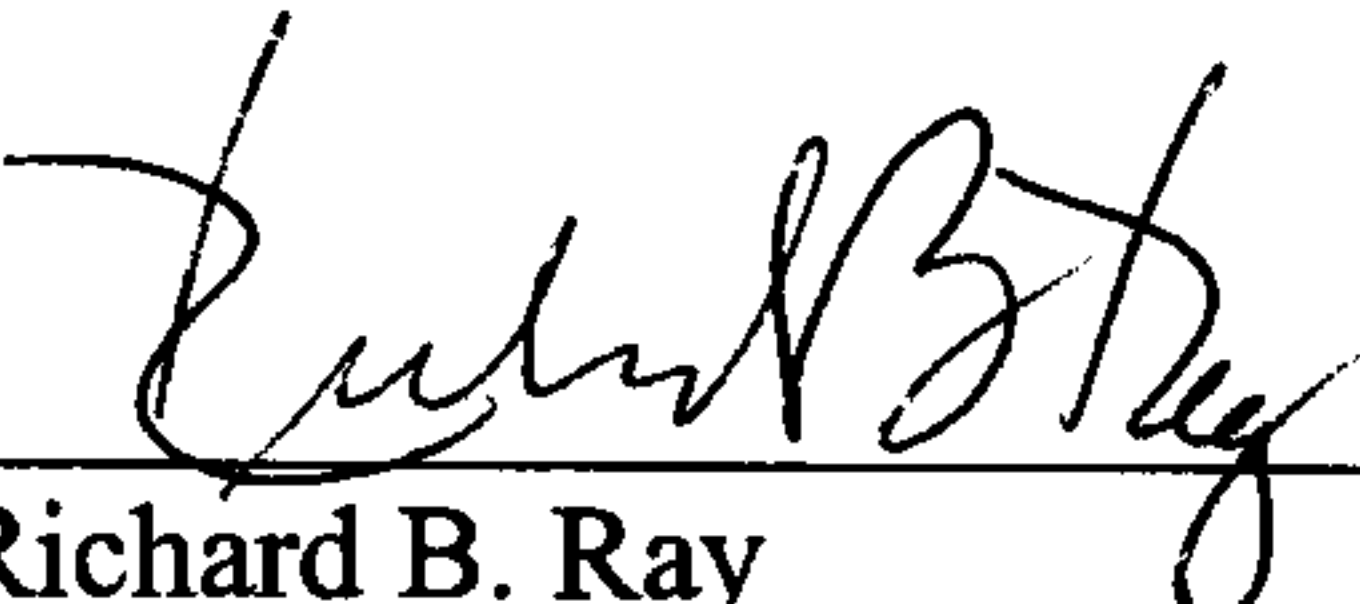


CERTIFICATION OF POWER OF ATTORNEY

I, Richard B. Ray, Chief Financial Officer of 21st Mortgage Corporation, do hereby certify the attached is a true and correct copy of the Power of Attorney between Vanderbilt Mortgage and Finance, Inc. and 21st Mortgage Corporation.


Richard B. Ray
Chief Financial Officer

12/27/02
Date

State of Tennessee)
County of Knox)

ACKNOWLEDGMENT

On December 27, 2002, before me, Rachel Houston, personally appeared Richard B. Ray, personally known to me 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, is the person or the entity upon behalf of which the person acted, executed this instrument.

WITNESS my hand and official seal.

Signature Rachel Houston (Seal)

My Commission Expires: 2-7-06

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS

That VANDERBILT MORTGAGE AND FINANCE, INC., a Delaware corporation, with its principal office located in Tennessee, hereby constitutes and appoints 21ST CENTURY MORTGAGE CORPORATION, by any of its officers, its true and lawful attorney in fact in its name, place and stead for the purposes set forth herein pertaining to installment loan agreements and retail installment sales contracts listed on attached Schedule "A" to include;

1. Executing assignments, without recourse, from Vanderbilt Mortgage and Finance, Inc., to 21ST Century Mortgage Corporation of the Security Instruments, including certificates of title, mortgages, deeds of trust and other security and lien-creating instruments.
2. Executing releases of liens, security interests, and the like with respect to the installment loan agreements and retail installment sales contracts.
3. Execution and delivery, on behalf of itself, the lienholder of record, as applicable or appropriate, any and all instruments of satisfaction or cancellation, or partial or full release or discharge, and all other comparable instruments with respect to the contracts or to the manufactured homes, real property and/or personal property securing such contracts, including without limitation, any discharges, releases, satisfactions, bills of sale, financing statements, continuation statements, certificates of title, assignments of title, transfer of title or registration, or applications for transfer of title or registration, or similar forms, with respect to any of the manufactured homes, real property and/or personal property securing such contracts;
4. Signing and filing, such financing and continuation statements, amendments and supplements thereto, and other documents which it may from time to time deem necessary to perfect, preserve and protect its security interest and lien in the chattel paper, real property and/or personal property securing such contracts;
5. Execute and deliver any and all instruments and take any and all further action in the name of and on behalf of Vanderbilt Mortgage and Finance, Inc., as may be required or deemed desirable to accomplish any and all of the foregoing and carry out the purpose of the Power of Attorney;
6. Demand, reduce to possession, collect, receive, receipt for, endorse, comprise, settle, or assign without recourse (or warranty by Vanderbilt Mortgage and Finance, Inc.) any and all notes, promises to pay, retail installment sales contracts, installment loans, chattel paper, instruments, choses in action, mortgages and deeds of trust, together with all monies due or to become due under said contract, including without limitation payaheads, proceeds from any recourse to dealers, and proceeds from claims on any insurance policies relating to such contracts and any and all claims, choses in action, and rights and causes of action relating thereto, including without limitation any and all real property and personal property, security instruments, and insurance policies held as security for said contracts, and all other property of every kind identified in said whole or in part and in connections therewith to execute, acknowledge, or handle any instrument in writing which may become necessary in order to carry the foregoing powers into effect; and
7. Endorse promissory notes which are subject to such contracts and attach and endorse allonges to an promissory notes subject to such contracts.

To induce any third party to act hereunder, Vanderbilt Mortgage and Finance, Inc., hereby agrees that any third party receiving a duly executed copy or facsimile of this instrument may act hereunder, and that revocation or termination hereof shall be ineffective as to such third party unless and until actual notice or knowledge of such revocation or termination shall have been received by such third party, and Vanderbilt Mortgage and Finance, Inc., for itself and for its legal representatives, successors and assigns, hereby agrees to indemnify and hold harmless any such third party by reason of such third party having relied on the provisions of this instrument.

The rights, powers and authority granted hereby shall commence and be in full force and effect on April 25, 2002 and shall remain in full force and effect until such time as this Power of Attorney has been revoked in writing by the undersigned.

IN WITNESS WHEREOF, Vanderbilt Mortgage and Finance, Inc., by its duly authorized officer has caused these presents to be executed and subscribed in its corporate seal affixed this 25 day of April, 2002.

ATTEST:

[Signature]
Asst Secretary

VANDERBILT MORTGAGE AND FINANCE, INC.

By [Signature] (SEAL)
Executive Vice President

State of Tennessee
County of Blount

Before me, the undersigned Notary Public of the state and county aforesaid, personally appeared Paul Nichols, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Executive Vice President (an office authorized to execute the instrument) of Vanderbilt Mortgage and Finance, Inc., the within named bargainer, a corporation, and that he as such Executive Vice President, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Executive Vice President.

Witness my hand and seal, this 25 day of April, 2002.

[Signature]
Notary Public

My commission expires: 10/25/02