

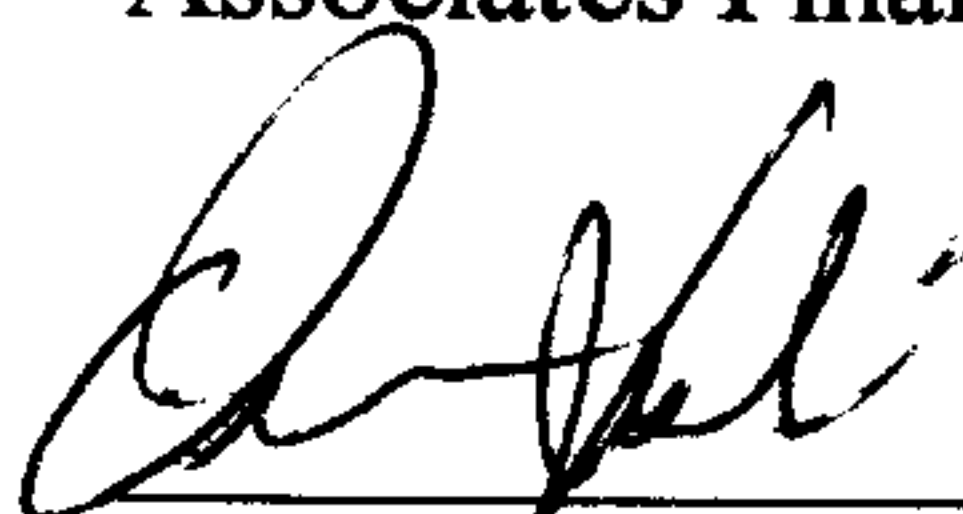
ASSIGNMENT OF MORTGAGE

Associates Financial Services of Alabama, Inc. a subsidiary of **Associates Financial Services Company, Inc.** a Delaware Corporation ("Assignor"), whose address is 1111 Northpoint Drive, Building 4, Suite 100, Coppell, Texas 75019, pursuant to the terms of that certain Financial Assets Sale Agreement dated September 25, 2000 between Assignor and **Dennis Joslin Company, LLC**, ("Assignee") a Tennessee limited liability company, whose address is 315 West Court Street, Dyersburg, TN 38025, and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, hereby assigns, transfers, sets over and conveys, to Assignee, its successors and assigns, without recourse and without representations or warranty, whether express, implied or created by operation of law, the following:

- that certain mortgage dated October 15, 1990, and executed by Edwardo Prokos and C. Diane Prokos, recorded in Book 315, at Page 240, of the land records of Shelby County, Alabama, as amended or modified (the "Mortgage"), which Mortgage / Deed of Trust secures that certain promissory note dated October 15, 1990.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed and delivered by its duly authorized agent as of the 27th day of November 2000.

Associates Financial Services Company, Inc.



Dennis Joslin Company, LLC

Attorney-In-Fact

By: Dennis Joslin

Title: Managing Member

Under Limited Power of Attorney Dated

October 26, 2000, a Copy Attached Hereto

And Labeled "Exhibit A."

STATE OF TENNESSEE

COUNTY OF DYER

Before me, the undersigned, a Notary Public, on this day personally appeared Dennis Joslin, who is personally known to me to be authorized under the Limited Power of Attorney of Associates Financial Services Company, Inc. and the person who executed the foregoing instrument by virtue of the authority vested in him as the Managing Member of Dennis Joslin Company, LLC, and he acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacities therein stated.

Given under my hand and seal this 27th day of November 2000.


Notary Public

My Commission Expires: 4-18-2004

Obligor Name: Prokos

Joslin Loan No. 6310

This instrument prepared by:

Ed Parker

Dennis Joslin Company, LLC

315 West Court Street

Dyersburg, TN 38025

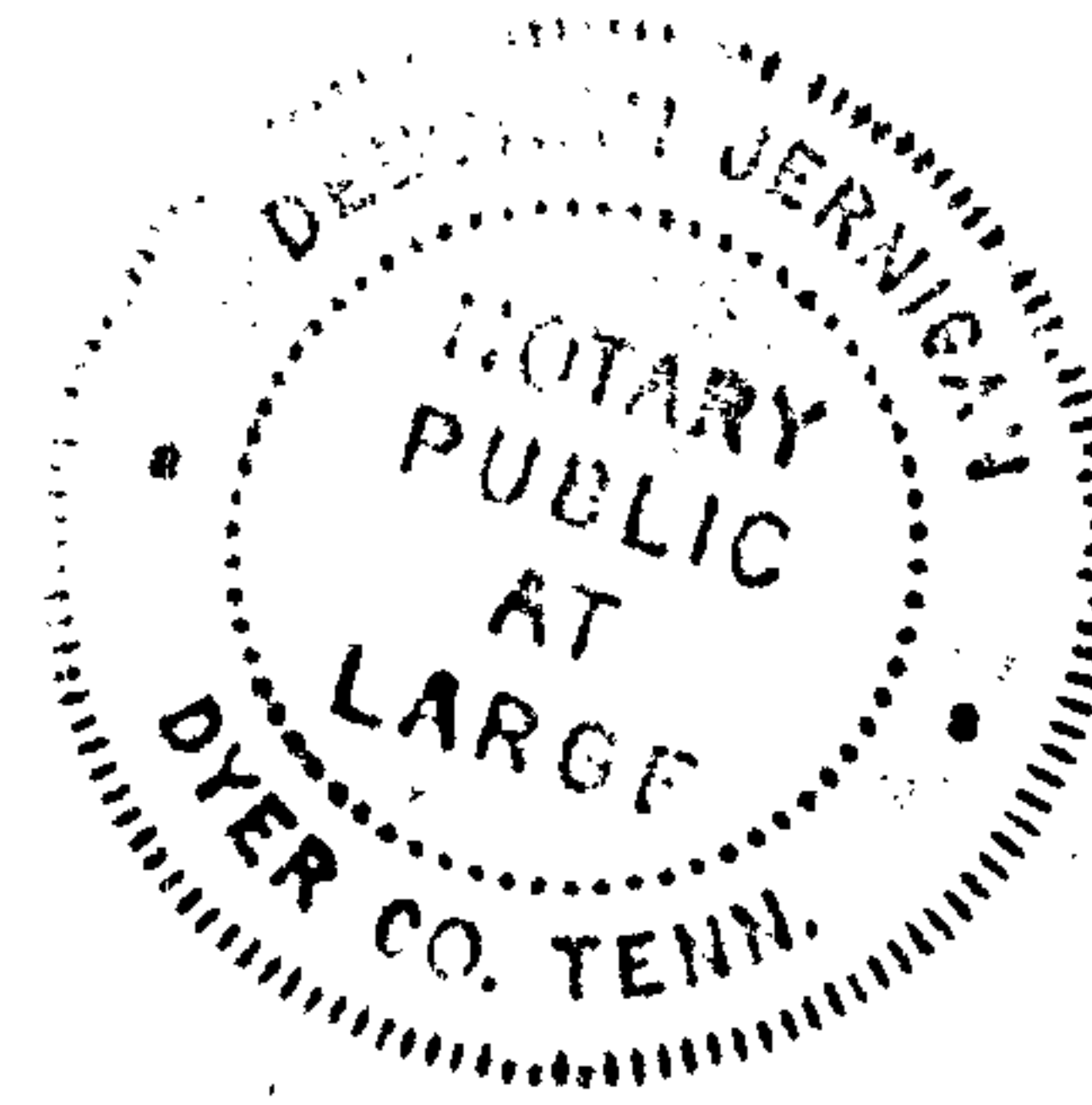
(800) 863-0080

After recording, please mail to:

Dennis Joslin Company, LLC

Post Office Box 1168

Dyersburg, TN 38025-1168



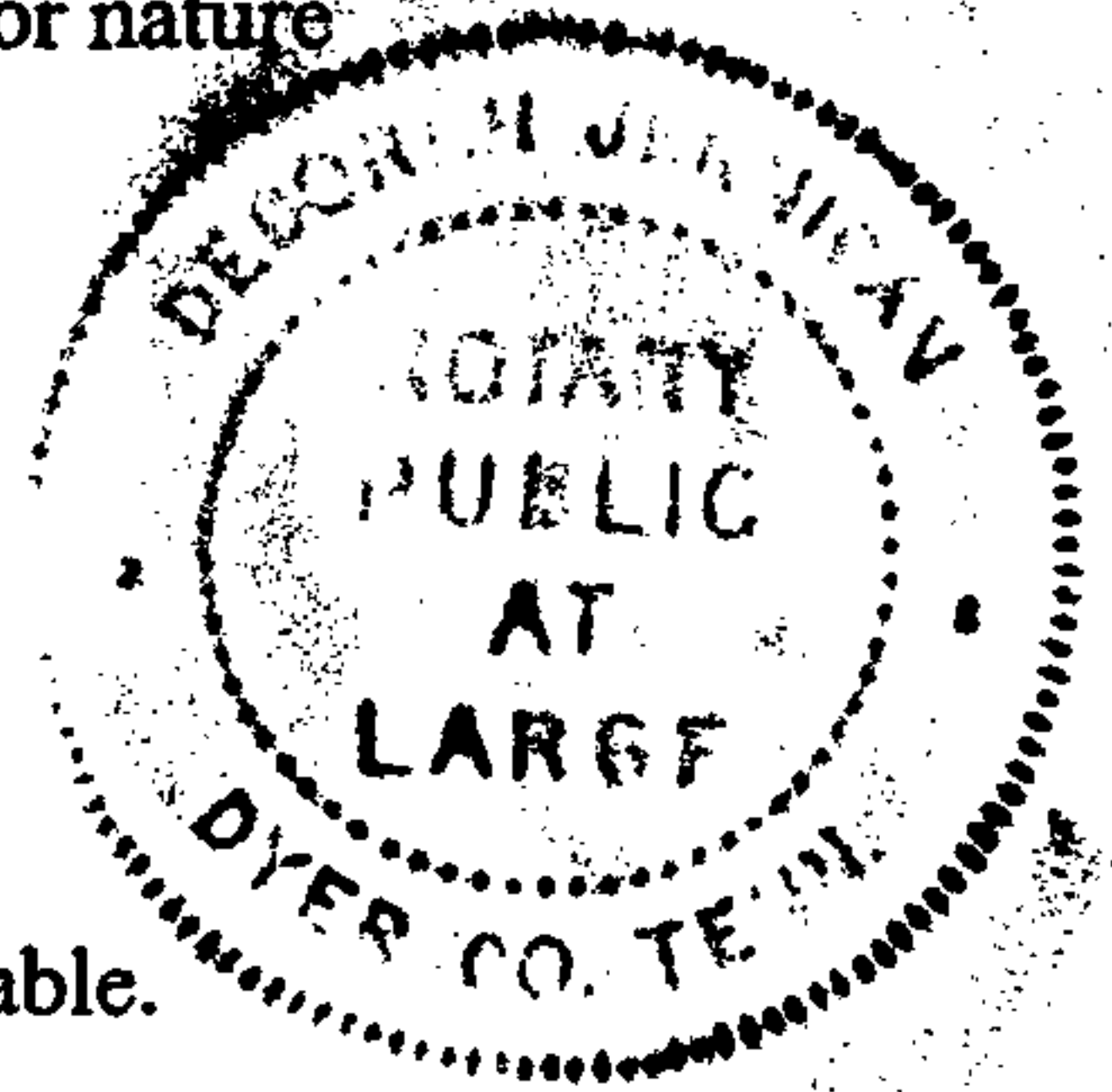
LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Associates Financial Services Company of America, Inc.(hereinafter "Associates") for the sole and exclusive purpose of endorsing those certain Notes set forth and described in that certain Financial Assets Sale Agreement effective September 25, 2000 (hereinafter "Agreement"), between ASSOCIATES and Dennis Joslin Company, LLC (hereinafter "Buyer") hereby names, constitutes and appoints Buyer, or any of its authorized agents, employees or representatives, its duly authorized attorney and agent with limited power and authority to execute, acknowledge, seal and deliver deeds, bills of sale, lost note affidavits, assignments of deed of trust/mortgage and other recorded documents and other instruments of sale, conveyance and transfer and to endorse notes in Associates name as its attorney-in-fact, and to do these acts incident to such Agreement referenced above, which the undersigned has had or was entitled to exercise as the owner of said Notes as follows:

Pay to the order of
Dennis Joslin Company LLC
"as is", "where is", "with all faults"
and without representations, express or implied, of any type, kind, character or nature
and without recourse, express or implied

Associates Financial Services Company of America, Inc.

By: Dennis Joslin Company, LLC, Attorney-in-Fact
By: [Signature]
Name: Dennis Joslin
Title: Managing Member



Seller intends that this Limited Power of Attorney be coupled with an interest and is not revocable.

Seller further grants to its attorney-in-fact full authority to act in any manner both proper and necessary to exercise the foregoing powers, and ratifies every act that Purchaser may lawfully perform in exercising those powers by virtue hereof.

By accepting this Power of Attorney, Purchaser agrees that it shall indemnify, defend, and hold harmless Seller, its successors and assigns, from and against any and all losses, costs, expenses (including, without limitation, reasonable attorneys' fees) damages, liabilities, demand, or claims of any kind whatsoever, ("Claims") arising out of, related to, or in connection with (i) any act taken by Purchaser pursuant to this Limited Power of Attorney, which act results in a Claim solely by virtue of the unlawful use of this Limited Power of Attorney (and not as a result of a Claim related to the underlying instrument with respect to which this Limited Power of Attorney has been used), or (ii) any use or misuse of this Limited Power of Attorney in any manner or by any person or entity not expressly authorized hereby.

EXECUTED on this 26th day of October, 2000.

Associates Financial Services Company of America, Inc.

By: Robert P. Buss
Name: Robert P. Buss
Title: Vice President and Assistant General Counsel

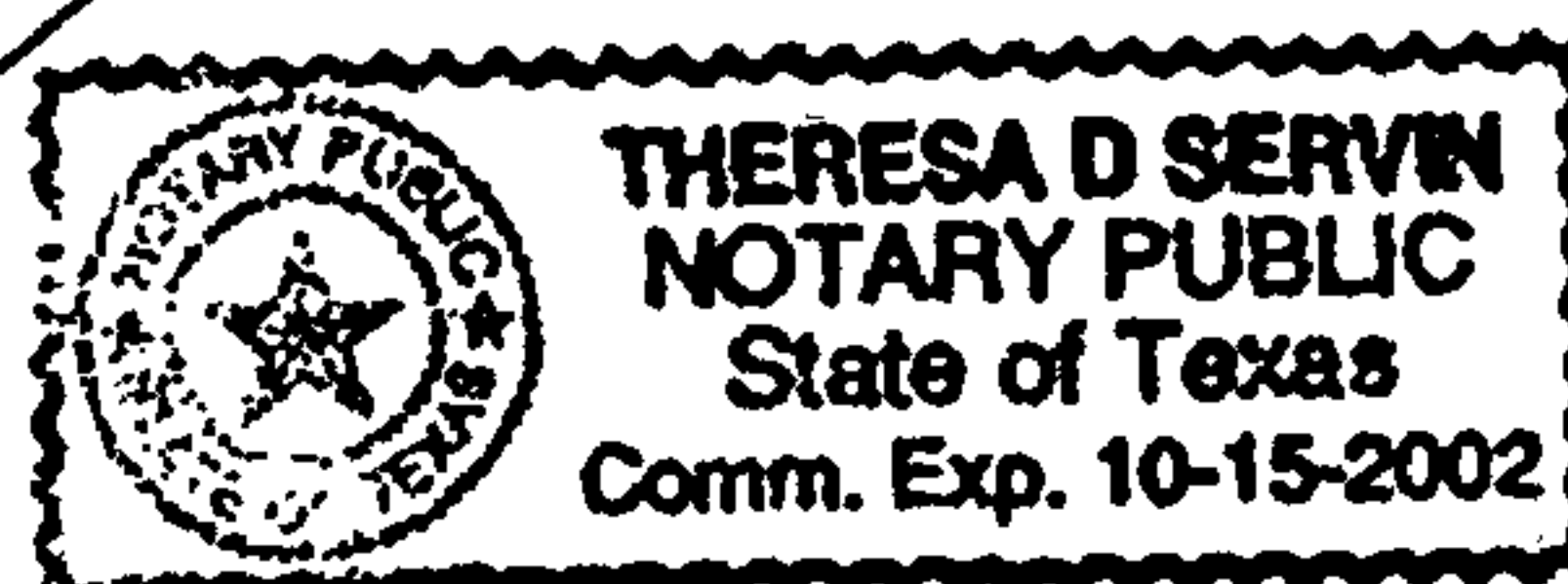
STATE OF TEXAS)
COUNTY OF DALLAS)

This instrument was acknowledged before me on this the 26th day of October, 2000, by Robert P. Buss, Vice President and Assistant General Counsel of Associates Financial Services Company of America, Inc., on behalf of said corporation.

[Signature]
Notary Public

Accepted:
DENNIS JOSLIN COMPANY, LLC

By: [Signature]
Title: Dennis Joslin
Managing Member



I certify this is a true and correct
copy of the original instrument.

[Signature]
Deborah Jernigan - Notary Public

My Commission Expires: 4-18-2004

"EXHIBIT A"