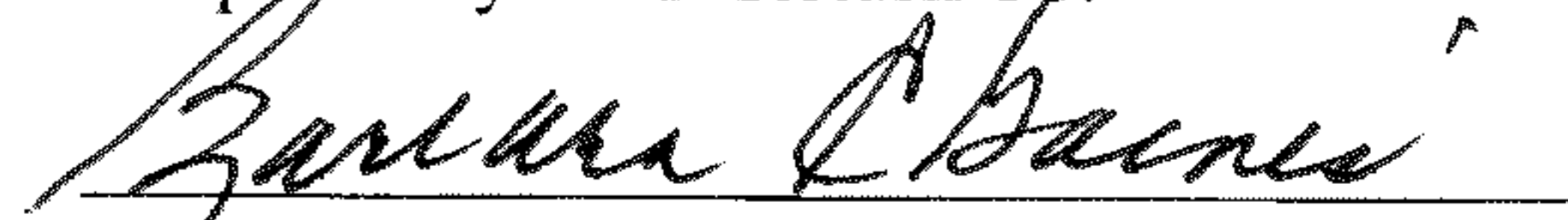


20220826000335130  
08/26/2022 02:48:11 PM  
ASSIGN 1/5

Prepared By AND Return To:



**BARBARA E GAINES**

Vanderbilt Mortgage and Finance, Inc.,  
PO Box 9800  
Maryville, TN 37802  
**884611, AVERY**

### ASSIGNMENT OF MORTGAGE

In consideration of value received, the undersigned hereby sets over, assigns and transfers unto **VANDERBILT MORTGAGE AND FINANCE, INC.**, whose address is 5000 CLAYTON RD, MARYVILLE, TN 37804, all its rights, title and interest of undersigned in and to that certain **MORTGAGE** dated **MAY 21, 1999**, executed by **LARRY AVERY and LULA AVERY** to **ASSOCIATES HOUSING FINANCE, LLC**, and whose principal place of business is **4010 BOY SCOUT BOULEVARD, STE 500, TAMPA, FL 33607**, and recorded as **INSTR #1999-22568** in **SHELBY County Records, State of ALABAMA**, as corrected and re-recorded in Inst. #20050617000300830.

Dated: AUGUST 23, 2022

**ASSOCIATES HOUSING FINANCE, LLC by  
VANDERBILT MORTGAGE AND FINANCE,  
INC., ATTORNEY IN FACT \***

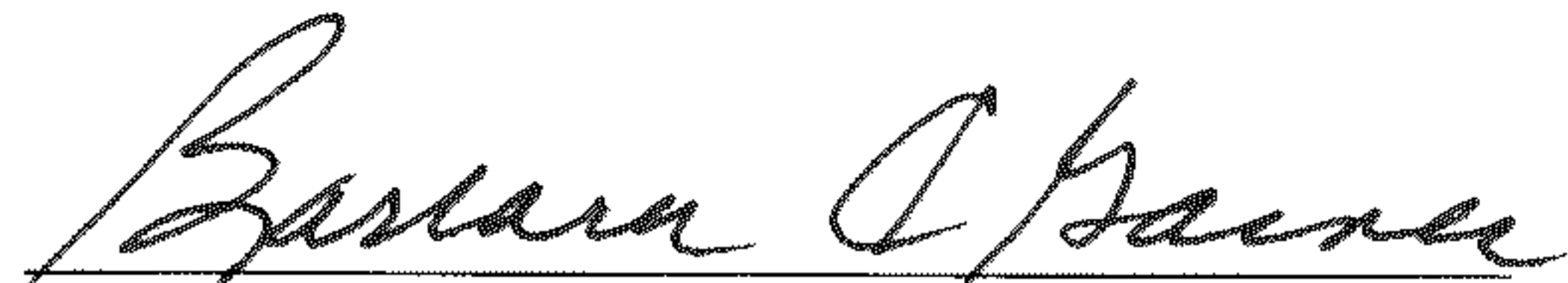


By DAVID BARTON, ASST SECRETARY

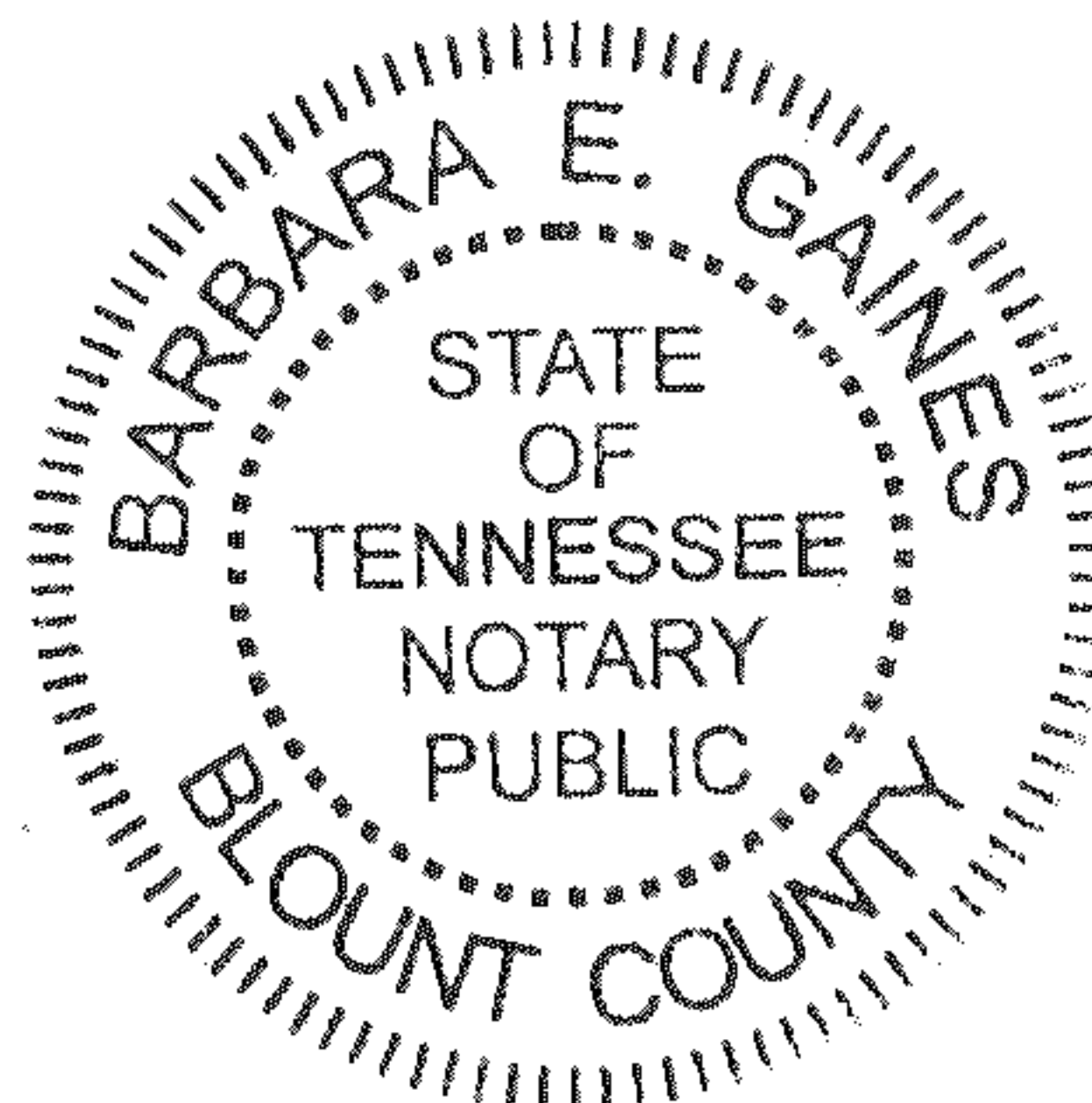
State of TENNESSEE  
County of BLOUNT

On **AUGUST 23, 2022**, before me, personally appeared DAVID BARTON, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which is the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



NOTARY PUBLIC: BARBARA E GAINES  
My Commission Expires: 01/06/2025



**\*See attached Exhibit "A"**

**EXHIBIT "A"**

Prepared By: 

Vanderbilt Mortgage & Finance INC.  
500 Alcoa Trail  
Maryville, TN 37804

Penny H Whaley, Register  
Blount County Tennessee  
Rec #: 289901  
Rec'd: 20.00 Instrument #: 445009  
State: 0.00  
Clerk: 0.00 Recorded  
EDP: 2.00 5/16/2005 at 8:58 AM  
Total: 22.00 in  
Record Book 2057 Pgs 1354-1357

**POWER OF ATTORNEY**

The undersigned, Associates Housing Finance, LLC, organized and existing under the laws of Delaware (the "Grantor"), hereby constitutes and appoints Vanderbilt Mortgage and Finance, Inc., a Tennessee corporation and its assigns (together with any officer on its behalf, "Grantee"), its true and lawful attorney and agent with power and authority to do any and all acts and things reasonably necessary to carry out its subservicing responsibilities under the Subservicing Agreement dated April 12, 2005 by and among Grantor, Associates First Capital Corporation, a Delaware corporation, and Grantee (the "Subservicing Agreement"), including, but not limited to the following:

- a) Perform any and all servicing and collection functions with respect to the Contracts (such term shall have the same meaning as defined in the Subservicing Agreement), including, without limitation, the servicing functions as contemplated by the Subservicing Agreement;
- b) Endorse pursuant to a stamp approved by Grantor, checks or other instruments of payments made on the Contracts;
- c) Execute and deliver, on behalf of itself, the lienholder of record and/or Grantor, 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, transfers 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;
- d) Sign and file, without Grantor's signature, such financing and continuation statements, amendments and supplements thereto, and other documents in connection with the perfection, preservation and protection of the security interest and lien in the chattel paper, real property and/or personal property securing such Contracts;
- e) Demand, reduce to possession, collect, receive, receipt for, endorse, compromise, settle, or assign without recourse 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 Contracts, 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 whole or in part and in connection therewith to execute, acknowledge, or handle any instruments in writing which may become necessary in order to carry the foregoing powers into effect;

f) Execute and deliver court proceedings, requests for trustee's sale and any other document necessary or deemed necessary to foreclose any real property which secures a Contract, to recover any personal property which secures a Contract, to obtain a judgment against any obligor under any Contract or to enforce any other obligation or promise of any party obligated under any Contract or otherwise available under law or equity;

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g) Execute, deliver, file and/or record such instruments, deeds, assignments or ownership under certificates of title and bills of sale as Grantee deems necessary to transfer ownership in any manufactured home and/or other real or personal property which secures any Contract in order to transfer title to and ownership of such property to the purchaser of such property following recovery, foreclosure or other form of recovery by Grantee following default by the obligors under any such Contract;

h) Execute and deliver, on behalf of Grantor, instruments of satisfaction or cancellation, or of partial or full release or discharge, or other comparable instruments, in order to evidence payments received with respect to the Contracts and, after the delinquency of any payment under a Contract and, to the extent permitted under and in compliance with applicable law and regulations, to commence enforcement proceedings with respect to such Contracts;

i) Authorize any officer of, or other person acting as agent for, Grantee, on Grantee's behalf hereunder, to acknowledge, verify, swear to, attest, affirm, confirm or certify as to any matter regulated by this Power of Attorney, without limitation including the specifying or identifying of any Contract (including the Contract obligors, description of the manufactured home and/or other real or personal property which secures any Contract, or other identifying information) which is subject to this Power of Attorney or the Subservicing Agreement; and

j) Execute and deliver any and all instruments and take any and all further action in the name of and on behalf of Grantor as may be required or deemed desirable to accomplish any and all of the foregoing and carry out the purpose of this Power of Attorney.

Grantor hereby ratifies and confirms any and all lawful acts that Grantee shall do pursuant to and in conformity with this Power of Attorney. Grantor further grants unto Grantee and its agents full authority and power to do and perform any and all lawful acts necessary or incident to the execution of the powers herein expressly granted, as the Grantee or its agents might or could do if personally present. Nothing set forth in

this Power of Attorney is intended to impose additional obligations or responsibilities upon Grantee which are not otherwise expressly set forth in the Subservicing Agreement.

To induce any third party to act hereunder, Grantor hereby agrees that any third party receiving a duly executed copy or paper, facsimile or electronic copy of an originally signed version of this instrument, or an acknowledgment, verification, sworn statement, attestation, confirmation or certification from an officer of Grantee as to matters regulated or addressed by this instrument, may act hereunder and otherwise rely upon this instrument.

The rights, powers and authority granted hereby shall commence and be in full force and effect on May 2, 2005 and shall remain in full force and effect until the expiration or earlier termination of the Subservicing Agreement.

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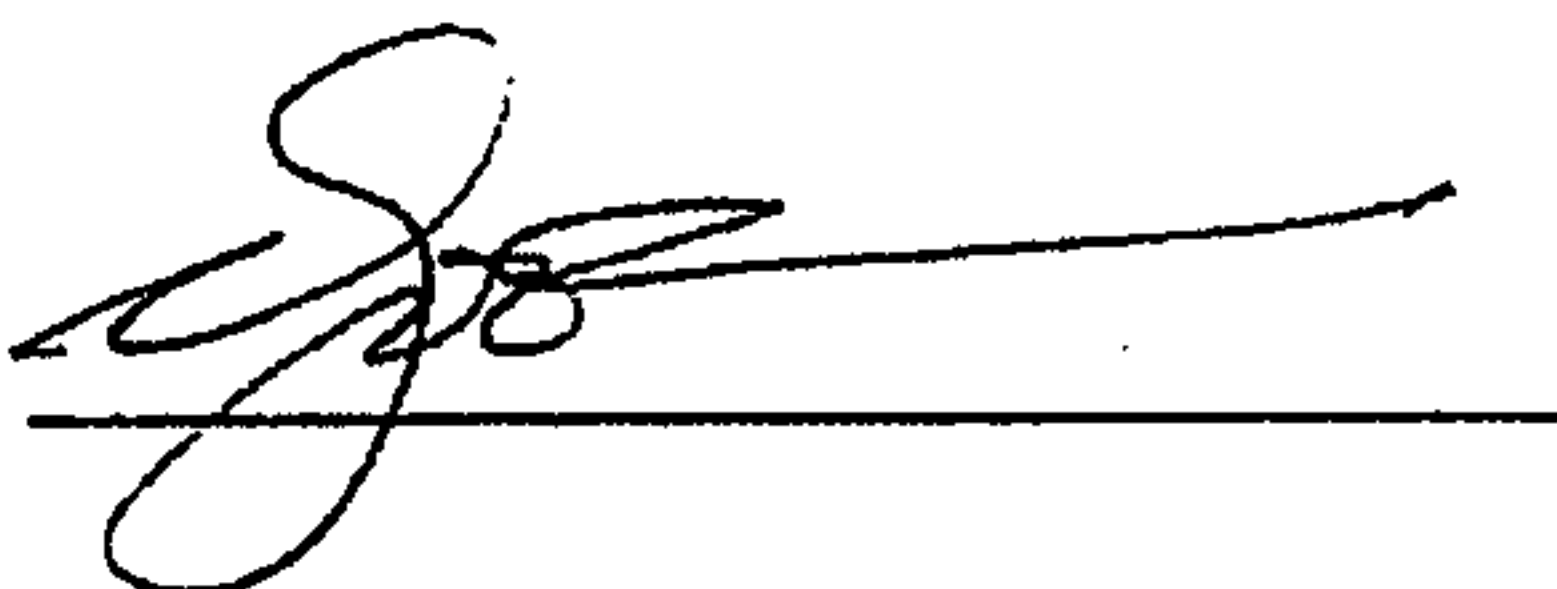
Grantor shall execute and deliver such further designations, powers of attorney or other instruments as Grantor and Grantee shall reasonably deem necessary for the purposes herein stated.

[Remainder of Page Intentionally Left Blank]

Grantor executes this Power of Attorney with the intent to be legally bound hereby.

ATTEST:

ASSOCIATES HOUSING FINANCE, LLC



By:



David Medina  
General Counsel

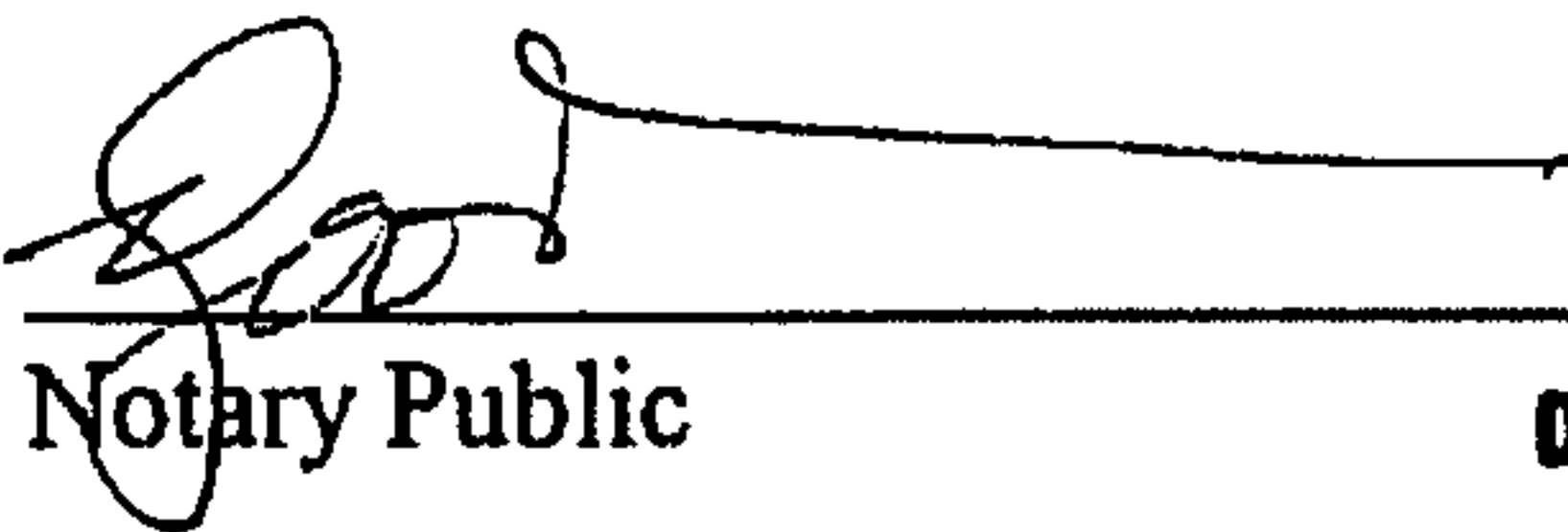
State of CONNECTICUT  
County of FAIRFIELD

### COMPANY ACKNOWLEDGMENT

I, Debra L Goodwin a NOTARY in and for said county, in the state aforesaid, DO HEREBY CERTIFY THAT David Medina is personally known to me to be General Counsel of Associates Housing Finance, LLC, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person acknowledged that as such General Counsel he signed and delivered the said instrument, pursuant to authority given by the Board of Managers of said company as his free and voluntary act and deed, and as the free and voluntary act and deed of said company for the uses and purposes therein set forth.

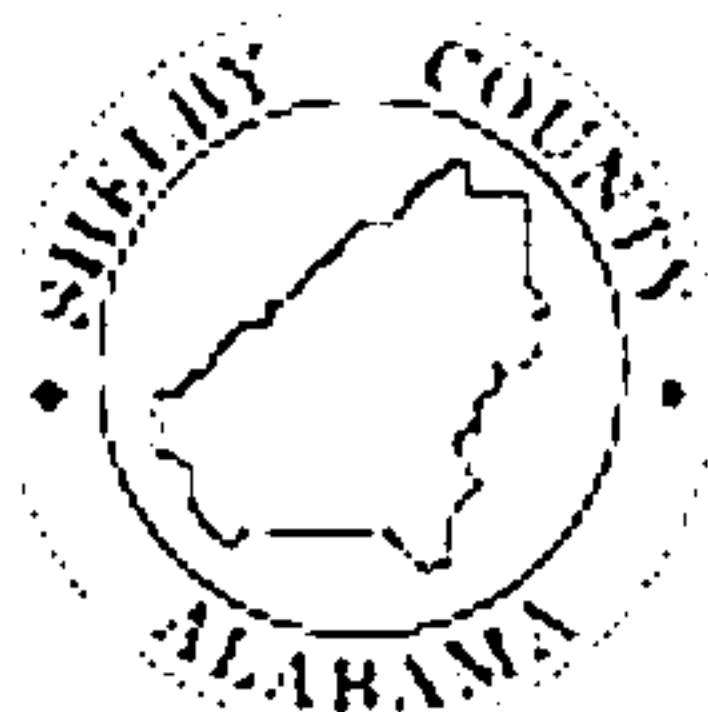
GIVEN under my hand and notary seal this 29<sup>th</sup> day of April, 2005.

(Notary Seal)

  
Notary Public

DEBRA L. GOODWIN  
Notary Public  
My Commission Expires 07/31/09

My commission expires: \_\_\_\_\_



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
08/26/2022 02:48:11 PM  
\$36.00 JOANN  
20220826000335130

*Allen S. Bayl*