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BK 1380 PG 769
W. J. ... PLK.

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00), cash in hand paid and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the undersigned CONTIMORTGAGE CORPORATION does hereby sell, convey, and assign to MANUFACTURERS AND TRADERS TRUST COMPANY, ONE M & T PLAZA, NEW YORK, NY 14203-2399, TRUSTEE FOR SECURITIZATION SERIES 1997-1, AGREEMENT DATED 2-01-97, their Successors and/or Assigns that certain Deed of Trust executed by JAMES R. JOHNSON AND WIFE, WENDIE M. JOHNSON, for the use and benefit of, GRABER MORTGAGE, which Deed of Trust is recorded in Book 883 at Page 760, records of the Chancery Clerk of DESOTO County, Mississippi, together with the indebtedness secured thereby.

IN WITNESS WHEREOF, the said CONTIMORTGAGE CORPORATION, caused this conveyance to be signed by Kristen Varnedoe, its Assistant Secretary, and its corporate seal to be hereto affixed, this the 18 day of June, 2001.

**FAIRBANKS CAPITAL CORP.
ATTORNEY IN FACT FOR**

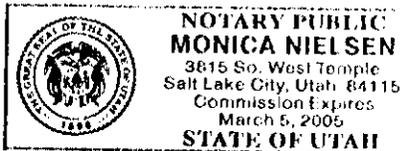
CONTIMORTGAGE CORPORATION

[Signature]
BY: Kristen Varnedoe
Assistant Secretary
Document Control

STATE OF Utah
COUNTY OF Salt Lake

This day personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, Kristen Varnedoe, who acknowledges that (s) he is the Assistant Secretary of CONTIMORTGAGE CORPORATION BY ITS ATTORNEY-IN-FACT FAIRBANKS CAPITAL CORP and that (s) he executed and delivered the above and foregoing instrument on the day and year therein mentioned, as the act and deed of said corporation, after having first been duly authorized by said corporation, so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 18 day of June, 2001.



[Signature]
NOTARY

MY COMMISSION EXPIRES
JAMES JOHNSON #2026930426

EXHIBIT "A"

Lot 1210 Section "C" DeSoto Village South Subdivision, in Section 33, Township 1 South, Range 8 West, City of Horn Lake, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 10, Pages 3-8, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Being the same property conveyed to grantors, herein by ~~WALTER~~ Deed of record in Book Number 251, Page 266, in ~~CHANCELLERY~~ Clerk's Office of DeSoto County, Mississippi.

~~PARCEL~~ NUMBER: 1088-5502.0-01210.00
~~PROPERTY~~ ADDRESS: 6390 Forest Gate, Horn Lake, Mississippi

When Recorded, Return to:
Fairbanks Capital Corp.
Attn: Document Control
P.O. Box 65260
Salt Lake City, UT 84165-0260

LIMITED POWER OF ATTORNEY

NOTICE

THE PURPOSE OF THIS POWER OF ATTORNEY IS TO GIVE THE PERSON YOU DESIGNATE (YOUR "AGENT") BROAD POWERS TO HANDLE YOUR PROPERTY, WHICH MAY INCLUDE POWERS TO SELL OR OTHERWISE DISPOSE OF ANY REAL OR PERSONAL PROPERTY WITHOUT ADVANCE NOTICE TO YOU OR APPROVAL BY YOU.

THIS POWER OF ATTORNEY DOES NOT IMPOSE A DUTY ON YOUR AGENT TO EXERCISE GRANTED POWERS, BUT WHEN POWERS ARE EXERCISED, YOUR AGENT MUST USE DUE CARE TO ACT FOR YOUR BENEFIT AND IN ACCORDANCE WITH THIS POWER OF ATTORNEY.

YOUR AGENT MAY EXERCISE THE POWERS GIVEN HERE THROUGHOUT YOUR LIFETIME, EVEN AFTER YOU BECOME INCAPACITATED, UNLESS YOU EXPRESSLY LIMIT THE DURATION OF THESE POWERS OR YOU REVOKE THESE POWERS OR A COURT ACTION ON YOUR BEHALF TERMINATES YOUR AGENT'S AUTHORITY.

YOUR AGENT MUST KEEP YOUR FUNDS SEPARATE FROM YOUR AGENT'S FUNDS.

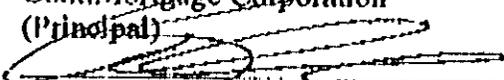
A COURT CAN TAKE AWAY THE POWERS OF YOUR AGENT IF IT FINDS YOUR AGENT IS NOT ACTING PROPERLY.

THE POWERS AND DUTIES OF AN AGENT UNDER A POWER OF ATTORNEY ARE EXPLAINED MORE FULLY IN 20 PA C.S. CH. 56.

IF THERE IS ANYTHING ABOUT THIS FORM THAT YOU DO NOT UNDERSTAND, YOU SHOULD ASK A LAWYER OF YOUR OWN CHOOSING TO EXPLAIN IT TO YOU.

I HAVE READ OR HAD EXPLAINED TO ME THIS NOTICE AND I UNDERSTAND ITS CONTENTS.

ContiMortgage Corporation
(Principal)


Robert D. Davis, President

July 31, 2000
Date

This Limited Power of Attorney is executed as of July 31, 2000, by CONTIMORTGAGE CORPORATION, having an office at 338 South Warminster Road, Hatboro, PA 19040 ("Conti") appointing as its attorney-in-fact FAIRBANKS CAPITAL CORP., a Utah corporation having an office at 3815 South West Temple Street, Salt Lake City, Utah 84115-4412 ("Fairbanks").

RECITALS:

- A. Conti and Fairbanks entered into an Asset Purchase Agreement ("Purchase Agreement") dated May 12, 2000, pursuant to which Fairbanks will service on behalf of Conti certain mortgage loans ("Mortgage Loans") subject to those certain agreements (collectively, the "Servicing Agreements") listed in Schedule 2.6 of the Purchase Agreement, which Schedule is attached hereto as Exhibit A;
- B. On May 17, 2000, Conti filed a voluntary petition for reorganization under chapter 11 of the Bankruptcy Code in the United State Bankruptcy Court for the Southern District of New York;

- C. By order dated June 21, 2000, the Bankruptcy Court approved the terms of the Purchase Agreement.
- D. In connection with the performance of its servicing duties under the Purchase Agreement, Fairbanks has requested, and Conti has agreed to grant to Fairbanks, all legal authority necessary to execute certain documents and instruments.

SPECIFICATION OF POWERS GRANTED

Accordingly, Conti hereby appoints Fairbanks as its attorney-in-fact, with full power of substitution, to execute on behalf of Conti:

1. any documents or instruments necessary to collect payments against, liquidate or cancel any mortgage subject to a Servicing Agreement in accordance with the terms of that Servicing Agreement, and to otherwise manage and service the Mortgage Loans and properties in accordance with the Purchase Agreement;

2. any assignments, documents or instruments necessary to assign, convey, or otherwise transfer its interest in the Mortgage Loans;

3. any documents or instruments needed in connection with any bankruptcy or receivership of a mortgagor whose Mortgage Loan is subject to a Servicing Agreement;

4. any endorsements necessary to negotiate financial instruments related to the payment of a Mortgage Loan;

5. any documents necessary to foreclose any real property securing a Mortgage Loan subject to a Servicing Agreement;

6. any documents necessary to effectuate an eviction, unlawful detainer or similar dispossessory proceeding concerning any real property securing a Mortgage Loan subject to a Servicing Agreement; and

7. any documents necessary to offer, list, close the sale of, or convey real estate owned ("*REO*") property that was formerly subject to a Servicing Agreement.

8. This limited power of attorney is not intended to extend the powers granted to Fairbanks under the Purchase Agreement or to allow Fairbanks to take any action with respect to a Mortgage Loan not authorized by the Purchase Agreement. This Limited Power of Attorney shall not be used to create any new obligation of Conti to Fairbanks.

STATE OF PENNSYLVANIA :
COUNTY OF ^{Bucks} MONTGOMERY : ss.

On this 31st day of July, 2000, before me the undersigned officer, personally appeared Robert D. Davis, known to me [or satisfactorily proven] to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed it for the purposes therein contained.

Witness my hand and official seal the day and year aforesaid.

[Handwritten Signature]
Notary Public
My Commission Expires:



ACKNOWLEDGEMENT BY AGENT

I have read the attached power of attorney and am the person identified as the agent for the principal. I hereby acknowledge that in the absence of a specific provision to the contrary in the power of attorney or in 20 Pa.C.S. when I act as agent:

I shall exercise the powers for the benefit of the principal.

I shall keep the assets of the principal separate from my assets.

I shall exercise reasonable caution and prudence.

I shall keep a full and accurate record of all actions, receipts and disbursements on behalf of the principal.

3 August 2000
Date

[Handwritten Signature]
Agent

8/3/00
Date

[Handwritten Signature]
Agent