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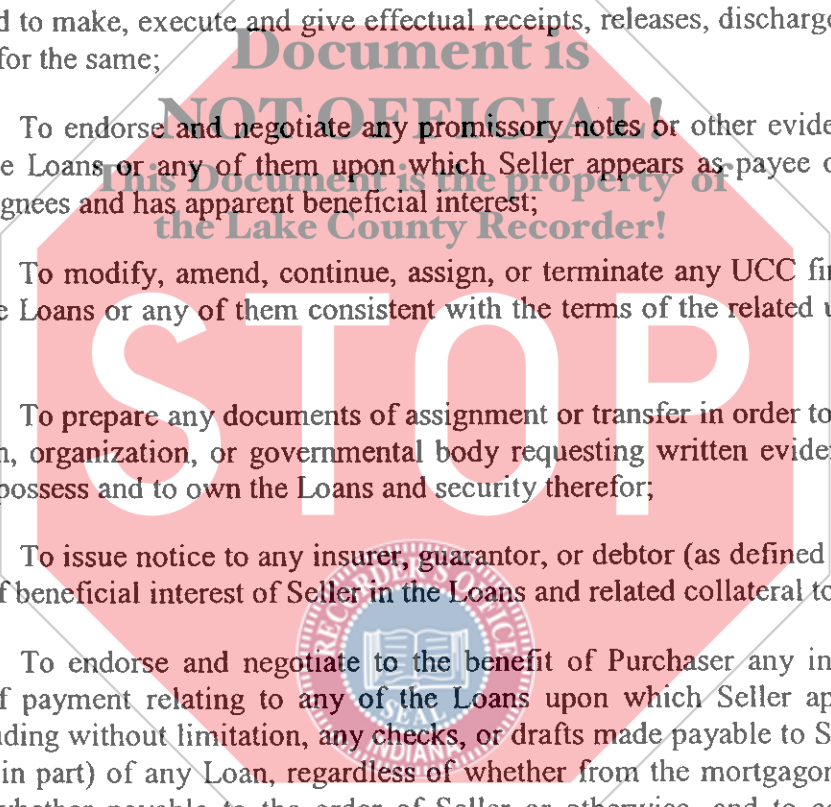
LIMITED POWER OF ATTORNEY

3

KNOW ALL PERSONS BY THESE PRESENTS THAT Fifth Third Bank, a Michigan banking corporation, with its principal place of business at 111 Lyon Street NW, Grand Rapids, Michigan 49503 ("Seller"), hereby makes, constitutes and appoints as Seller's true and lawful attorney-in-fact, all officers of First Farmers Bank & Trust, an Indiana banking corporation with its principal place of business at Converse, Indiana ("Purchaser"), through any of its authorized officers holding the status of vice president or higher as the true and lawful attorney-in-fact of Seller to do those things hereinafter set forth in relation to the transactions involving the sale of certain assets (the "Transaction"), including the loans sold, assigned, and transferred to Purchaser by Seller (each a "Loan" and collectively the "Loans"), pursuant to that certain Purchase and Assumption Agreement, dated as of May 26, 2006 ("Purchase Agreement"), by and among Seller, Purchaser and First Farmers Financial Corp. ("Parent) in all cases in the name, place, and stead of Seller for the benefit and on behalf of Purchaser and at Purchaser's sole cost and expense:

1. To have full right and authority to act for and on behalf of the Seller with respect to any matters reasonably required to effectuate the Transaction.
2. To ask, demand, sue for, endorse, recover, receive and collect all of the Loans and all sums of money associated with the Loans, whether such sums are payable to the order of a Seller or otherwise, which shall be due or become due, make any repossession in connection therewith, and to make, execute and give effectual receipts, releases, discharges, satisfactions, or terminations for the same;
3. To endorse and negotiate any promissory notes or other evidences of obligation relating to the Loans or any of them upon which Seller appears as payee or is otherwise the holder or assignees and has apparent beneficial interest;
4. To modify, amend, continue, assign, or terminate any UCC financing statements relating to the Loans or any of them consistent with the terms of the related underlying security agreements;
5. To prepare any documents of assignment or transfer in order to satisfy the request of any person, organization, or governmental body requesting written evidence of the right of Purchaser to possess and to own the Loans and security therefor;
6. To issue notice to any insurer, guarantor, or debtor (as defined under state law) of the transfer of beneficial interest of Seller in the Loans and related collateral to Purchaser;
7. To endorse and negotiate to the benefit of Purchaser any instruments or other documents of payment relating to any of the Loans upon which Seller appears to have any interest, including without limitation, any checks, or drafts made payable to Seller in satisfaction (in whole or in part) of any Loan, regardless of whether from the mortgagor directly or from a third party, whether payable to the order of Seller or otherwise, and to collect the proceeds thereof;

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8. To give notice, advertise, sell, or otherwise dispose of any collateral held in the name of Seller relating to any or all of the Loans;

9. To record any evidence of assignment, transfer, modification, or release of any interest in real estate or such other collateral held by Seller relating to any or all of the Loans; and

10. To take any additional acts considered by Purchaser to be necessary or desirable in Purchaser's judgment to give full lawful effect to the assignment, transfer, conveyance and delivery of the Loans by Seller to Purchaser.

Seller will, upon reasonable request, execute and deliver to Purchaser such further documents, recordable or otherwise, as may be reasonably necessary to facilitate or confirm Purchaser's authority as attorney-in-fact to perform any acts authorized by this Limited Power of Attorney.

Any action taken by Purchaser as attorney-in-fact in accordance with the provisions hereof shall be conclusive evidence in favor of any third party relying hereon that at the time of such reliance this Limited Power of Attorney was in full force and effect and that Purchaser was duly authorized and empowered to take such actions. Seller hereby ratifies and confirms as to third parties all acts and things done by Purchaser with apparent authority in accordance with this Limited Power of Attorney.

This Limited Power of Attorney is solely for the purpose of carrying into effect the transfers contemplated by the Purchase Agreement, shall be considered a power coupled with an interest, shall be deemed an irrevocable and durable power of attorney, and shall be binding upon Seller, its successors and assigns and inure to the benefit of Purchaser, its successors and assigns.

IN WITNESS WHEREOF, Fifth Third has caused this Limited Power of Attorney to be executed by its duly appointed representative as of this 21 day of September 2006.

Fifth Third Bank

By: H. Samuel Lind
Printed Name: H. Samuel Lind
Printed Title: Assistant Secretary



ACKNOWLEDGEMENT

STATE OF OHIO)
)
COUNTY OF HAMILTON)

This instrument was acknowledged before me on the 21 day of September, 2006 by H. Samuel Lind as Assistant Secretary on behalf of Fifth Third Bank.



ERICA RAMEY KOJETIN
ATTORNEY AT LAW
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

Erica Ramey Kojetin
Notary Public in and for the State of Ohio
My commission expires: N/A

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"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless, required by law."

Crystal Scales
Printed, typed or signed name