UNOFFICIAI 09:44:22 43.00 Cook County Recorder

## LIMITED POWER OF ATTORNEY

Guaranty Federal Bank, F.S.B., having its principal place of business in Dallas, Texas ("GFB"), hereby constitutes and appoints. HOMESIDE LENDING INC a corporation organized and existing under the laws of the State of TX, having its principal place of business in, SAN ANTONIO, TX as its true and lawful attorney-in-fact, in its name, place and stead, and for its benefit, in connection with mortgage loans described in a certain Loan Servicing Agreement ("Servicing Agreement"), entered into by and between GFB and HOMESIDE LENDING INC, for the purposes of performing all acts and executing all documents in the name of GFB which are necessary and incidental to servicing the said loans only in accordance with the Servicing Agreement, including but not limited to:

- Acceptance of money due or to become due from borrowers and collection of past due amounts. 1.
- Those acts necessary to comply with regulations and requirements of the Veterans Administration, the 2. United States Department of Housing and Urban Development, and any other governmental entity or state or federal law;
- 3. Foreclosing delinquent loans;



Filing and processing claims and accepting claim proceeds from mortgage insurance or loan guarantee 4. claims paid under the National Housing Act of 1949, Chapter 37 of Title 38 of the United States Code or pursuant to policies of private mortgage insurance and endorsing to the order of HOMESIDE LENDING INC any checks is used in connection therewith which are made payable to the order of GFB;

- Appearing in, litigating and compromising any matter in any court either as plaintiff or defendant; provided, 5. however, HOMESIDE LENDING INC shall not be authorized to commence any proceedings other than foreclosure, bankrupusy and eviction without written consent of GFB;
- Preparing, executing and delivering satisfactions, assignments, cancellations, discharges, transfers or full or 6. partial releases of lien; entering i to a sumption and modification agreements;
- Preparing, executing and delivering decide to vest title to properties in the Secretary of Housing and Urban 7. Development, the Administrator of Vetera's Affairs, or any other investor in or mortgage insurer of a loan after foreclosure;
- Any and all such other acts of any kind and nat we whatsoever which HOMESIDE LENDING INC may find 8. necessary to service said loans pursuant to the Servicing Agreement;
- 9. Endorsement of loss drafts; and
- ·10. Acceptance of refund checks received from taxing authorities or insurers.

GFB further grants to HOMESIDE LENDING INC full power and authority to do and perform all acts necessary in the sole discretion of HOMESIDE LENDING INC to carry into effect the powers granted by or under this Limited Power of Attorney as fully as GFB might or could do with the same validity as if all and every such act had been herein particularly stated, expressed, and especially provided for including execution of documents and instruments as act mey-in-fact for GFB which are necessary in the sole discretion of, HOMESIDE LENDING INC to exercise the authority be ain granted, including without limitations, the execution on behalf of GFB of releases of liens or mortgage, transfer of liens or mortgage, deeds of conveyance, endorsements of notes, cancellations of mortgage insurance or guarantees and the like provided tha same is in accordance with the Servicing Agreement, and hereby ratifies and confirms all that HOMESIDE LENDING INC shall law fully do or cause to be done by virtue of the powers and authority granted and contemplated hereby provided that same is in accordance with the Servicing Agreement.

Only those persons authorized to act on behalf of HOMESIDE LENDING INC in HOMESIDE LENDING INC corporate capacity with respect to the above acts may act on behalf of HOMESIDE LENDING INC in its capacity as a torney-infact for GFB with respect to such acts.

This Limited Power of Attorney shall be effective as of February 2, 2000 and shall continue in full force and effect until revoked by GFB in writing delivered to HOMESIDE LENDING INC and filed of record in the real property records.

By Judi Flusche

Vice President

STATE OF TEXAS COUNTY OF DALLAS

This instrument was acknowledged before me on February 2, 2000 by JUDI FLUSCHE, VICE PRESIDENT of GUARANTY FEDERAL BANK, F.S.B., a TEXAS corporation, on behalf of said corporation.

Mail to PREPARED BY GUARANTY FEDERAL BANK, FSB HOMESIDE LENDING, INC.

9601 MCALLISTER FRWY SAN ANTONIO, LN# 17512455 TX 78216

'NN ÉLLIOTT Notary Public STATE OF TEXAS My Comm. Exp. 03-19-2003

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STREET ADDRESS: 33 EAST BELLEVE PLACE CONT #1E

CITY: CHICAGO COUNTY: COOK

TAX NUMBER: 17-03-204-068-1001

## LEGAL DESCRIPTION:

PARCEL 1: UNIT NOS. 1E IN THE 33 EAST BELLEVUE CONDOMINIUM ASSOCIATION AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 5, 6, 7 AND THE WEST 21 1/2 FEET OF LOT 8 (EXCEPT THE SOUTH 8 FEET OF SAID LOT CONDEMNED AND USED FOR ALLEY) IN THE SUBDIVISION OF THE NORTH 1/2 OF BLOCK 7 IN THE SUBDIVISION BY THE COMMISSIONERS OF THE ILLINOIS AND MICHIGAN CANAL IN SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

WHICH SURVEY IS ATTACHED AS EXHIBIT 'B' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 93032608, AS AMENDED BY DOCS 93724765 AND 93874375, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL2. THE (EXCLUSIVE) RIGHT TO THE USE OF ALCE AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 93032608.