

Document Prepared By:
Karleen Kimberlin
When recorded return to:
Household Mortgage Services
577 Lamont Road
Elmhurst, Illinois 60126
Document Recovery
Project #: FCMC2MERS
Loan #: 4971032
Investor Loan #:
Assignee Loan #:
Pool #:
PIN/Tax ID #: 20-33-309-012 and 011
Property Address:
8525 Givvens Court
Chicago, IL 60620

UNOFFICIAL COPY



Doc#: 0419527039
Eugene "Gene" Moore Fee: \$28.50
Cook County Recorder of Deeds
Date: 07/13/2004 10:14 AM Pg: 1 of 3

This space for Recorder's Use Onl

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged **Household Financial Services, In. as Attorney in Fact for First Capital Mortgage Corporation, A Corporation**, whose address is **935 W. Chestnut Street, Suite 600; Chicago, Illinois 60622**, does by these presents hereby grant, bargain, sell, assign, transfer, convey, set over and deliver unto **Mortgage Electronic Registration Systems, Inc., A Corporation** whose address is **G4318 Miller Road POBOX 2026 Flint MI 48501-2026**, the following described mortgage (the "Mortgage"), together with the certain promissory note(s) described therein (the "Notes(s)"), together with all rights therein and thereto, all liens created or secured thereby, and any and all interest due or to become due thereon.

State of Recordation: Illinois Recording Jurisdiction: Cook
Recording Book: Page: Document No: 0011238674
Recording Book2: Page2: Document No2:
Recording Date: 12-28-2001 Certificate No.:
Original Mortgagor(s): Frank Birl and Irene Birl, as joint tenants, husband and wife
Original Mortgagee: First Capital Mortgage Corporation **SEE ATTACHED LEGAL DESCRIPTION, PG. 2**

Date of Mortgage: 12-13-2001 Original Loan Amount: \$115,000
Comments: MERS Min #100046000049710324. POA exhibit attached.

IN WITNESS WHEREOF, the undersigned entity by its Board of Directors or by all due authority has caused this instrument to be executed by its duly authorized officer(s), representative(s) or Attorney-in-Fact this date of **06-11-2003**. Date of Transfer:

Household Financial Services, In. as Attorney in Fact for First Capital Mortgage Corporation

Kathy Gibbons
Assistant Secretary
State of IL County of McHenry

James A. Hartigan
Vice President/Attorney in Fact

On this date of **06-11-2003**, before me, the undersigned authority, a Notary Public duly commissioned, qualified and acting within and for the aforementioned State and County, personally appeared the within named **James A. Hartigan and Kathy Gibbons**, known to me (or identified to me on the basis of satisfactory evidence) that they are the **Vice President/Attorney in Fact and Assistant Secretary** respectively of **Household Financial Services, In. as Attorney in Fact for First Capital Mortgage Corporation, A Corporation**, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and on behalf of said corporation and that said corporation executed the same, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

Witness my hand and official seal on the date hereinabove set forth.

Notary Public: **Karleen Kimberlin** My Commission Expires: 12-20-2006



SY
P3
SN
M.Y
M.V

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#49 71032

Legal Description

LOTS 10 AND 11 IN THE SUBDIVISION OF BLOCK 4 IN COLE AND COREY'S SUBDIVISION OF LOT 9 OF THE ASSESSOR'S DIVISION OF THE WEST 1/2 OF SECTION 33, AND PART OF SECTION 32, LYING EAST OF THE CHICAGO ROCK ISLAND AND PACIFIC RAILROAD IN TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

NOTE FOR INFORMATION:

CKA: 8525 GIVENS COURT, CHICAGO, ILLINOIS 60620

PIN# 20-33-309-011 & 20-33-309-012

Property of Cook County Clerk's Office

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#4971032

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Limited Power of Attorney

Whereas, FIRST CAPITAL MORTGAGE ("Seller") has sold or intends to sell certain Loans to JV Mortgage Capital, L.P. ("Buyer") pursuant to that certain Bulk Continuing Loan Purchase Agreement dated _____ ("Agreement"). (Capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.)

Now, therefore, Seller does hereby constitute and appoint Buyer the true and lawful attorney-in-fact of Seller and in Seller's name, place and stead for the following, and only the following purposes:

- (i) executing, acknowledging, and delivering to Buyer any assignment of Mortgage or other document necessary to transfer to, or vest in Buyer or to protect the right, title and interest of Buyer in and to those Loans provided, however, that any endorsement given or made pursuant hereto with respect to any Note other instrument evidencing a Mortgage Loan or an interest therein shall be so given or made without recourse and without any representation or warranty of any kind, except to the extent otherwise expressly provided in the Agreement.
- (ii) endorsing, as agent for Seller, any checks or other instruments (made payable to Seller) received as payment with respect to the Loans after each related purchase.

Seller intends that this Limited Power of Attorney ("POA") be coupled with an interest and not revocable.

Seller further grants to Buyer as 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 Buyer may lawfully perform in exercising those powers by virtue thereof.

Buyer 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, demands, or claims of any kind whatsoever ("Claims") arising out of (i) any act taken by Buyer pursuant to this POA, which act results in a Claim solely by virtue of the unlawful use of this POA (and not a result of a Claim related to the underlying instrument with respect to which the POA has been used), or (ii) any use or misuse of this POA in any manner or by any person or entity not expressly authorized hereby.

IN WITNESS WHEREOF, Seller has executed this Limited Power of Attorney this

16 day of November, 2001

Seller: FIRST CAPITAL MORTGAGE

By: [Signature]

Name: _____

Title: PRESIDENT

STATE OF ILL
COUNTY OF COOK

On this, the 16TH day of November, 2001, the foregoing instrument was acknowledged before me, a notary public, in and for the State of ILLINOIS by MICHAEL GOLDMANS, personally known to me, by me duly sworn, did say he/she is the PRESIDENT of FIRST CAPITAL MORTGAGE.

[Signature]
Notary Public
My Commission Expires: 7/12/05

