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DEPT. OF RECORDING LOAN NO. 1140699000

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#1195 # 4-73-647385
COOK COUNTY RECORDER

LIMITED POWER OF ATTORNEY

KNOW ALL MEN by these presents that the undersigned RTC MORTGAGE TRUST 1992-N1, a Delaware business trust (the "Owner Trust"), acting through Wilmington Trust Company, its Owner Trustee (herein so called) and BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, a national banking association, as Trustee ("Bond Trustee") whose address for purposes of this Limited Power of Attorney is 555 Anton Boulevard, #7160, Costa Mesa, California 92626, under that certain Indenture, dated as of December 18, 1992, as supplemented by the Supplemental Indenture for Series 1992-N1, dated as of December 18, 1992 (collectively, the "Indenture") between the Owner Trust acting through the Owner Trustee and Bond Trustee, pursuant to the terms of the Indenture, hereby makes, constitutes and appoints BEI MANAGEMENT, INC., 5310 Harvest Hill Road, Suite 210, LB 120, Dallas, Texas 75230-5805, acting by or through any one or more of its directors, officers or authorized employees, as the true and lawful attorney-in-fact for the Owner Trust and the Bond Trustee and in the name place and stead of the Owner Trust and the Bond Trustee, and for the use and benefit of the Owner Trust and the Bond Trustee with respect to such loan and other assets(s) more particularly described on Exhibit A attached hereto and made a part hereof for all purposes (the "Asset"), and in accordance with the provisions hereof:

1. To transfer, sell, convey or assign the Asset to a person, entity or nominee such that such transferee or assignee may act, in ~~the~~ name of the Owner Trust or the Bond Trustee, for all matters related to the Asset so long as such acts are consistent with the limitations imposed on said attorney-in-fact herein and in the Servicing Agreement, dated December 18, 1992, between the Owner Trust and said attorney-in-fact.

2. To ask, demand, recover, collect, receive, hold, possess all sums of money, debts, dues, goods, wares, merchandise, chattels, effects, bonds, notes, checks, drafts, accounts, deposits, safe deposit boxes, interest, dividends, stock certificates, certificates of deposit, insurance benefits and proceeds, documents of title, personal and real property, tangible and intangible property, and property rights, liquidated and unliquidated, which now are or hereafter shall be or become due, owing, payable, or belonging to the Owner Trust or the Bond Trustee, in respect of the Asset and upon receipt thereof or any part thereof, to make, sign, execute and deliver such receipts, releases or other discharges for the same as said attorney-in-fact shall deem necessary or desirable.

3. To lease, purchase and acquire and to bargain, contract and agree for the lease, purchase and acquisition of and to take, receive, possess and manage any real or personal property related in any way to the Asset, tangible and intangible, or any interest therein, on such terms and conditions and under such covenants as said attorney-in-fact shall deem necessary or desirable.

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4. To enter into and upon each of the real properties constituting a part of or related in any way to the Asset and to let, manage and improve such real property and to list, manage and improve the real property or any part thereof and to repair and otherwise improve or alter and to insure any buildings or structures thereon.

5. To market and sell, either at public or private sale any part or parts of the Owner Trust's or the Bond Trustee's real or personal properties relating to the Asset, including indebtedness or evidence thereof constituting a part of or relating in any way to the Asset for such consideration upon such terms as said attorney-in-fact shall think necessary or desirable including sales on credit, and for that purpose to bargain, contract and agree with respect to the sale of such properties and to execute and deliver good and sufficient deeds, bills of sale, assignments or other instruments or endorsements for the conveyance or transfer of the same with such limited covenants of warranty of ownership through or under the Owner Trust or the Bond Trustee, as applicable, and not otherwise as said attorney-in-fact shall deem necessary or desirable and to give receipts for all or part of the purchase price or other consideration.

6. To sign, endorse, execute, acknowledge, deliver, receive and possess such applications, contracts, agreements, options, covenants, deeds, conveyances, trust deeds, security agreements, bills of sale, leases, mortgages, assignments, insurance policies, bills of lading, warehouse receipts, documents of title, bills, bonds, debentures, checks, drafts, bills of exchange, notes, stock certificates, proxies, warrants, commercial paper, receipts, withdrawal receipts and deposit instruments related to accounts or deposits in or certificates of deposit of banks, savings and loan or other institutions as associations, proofs of loss, evidence of debts, partial or full releases and satisfactions or mortgages, judgments, liens, security agreements and other debts and obligations and other instruments in writing of whatever kind and nature as may be necessary and proper in the exercise of the rights and powers herein granted related to the Asset.

7. To deposit any monies which may come to said attorney-in-fact in such capacity in either: (i) any account permitted pursuant to the terms of the Indenture or (ii) any temporary account created with respect to the Asset by or under the jurisdiction of any court.

8. To engage, employ, dismiss any agents, accountants, advisors, consultants, attorneys, property managers, brokers or other persons in the performance of these presents as may be required by law, rule or regulation or as attorney-in-fact shall deem proper and to appoint substitute attorneys-in-fact, as said attorney-in-fact shall deem proper regarding the Asset.

9. To make demands, appoint or replace trustee or substitute trustees, give notice of default, notices of intent to accelerate, notices of acceleration or such other notices as the attorney-in-fact deems necessary or appropriate and to take other actions and exercise other rights which may be taken by the Owner Trust or the Bond Trustee under the terms of any

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loan agreements, security agreements, guarantees or other documents or agreements evidencing or otherwise related to the Asset including foreclosure, lease, sale, taking possession of, realization upon or any other disposition of any Asset or any collateral therefor or guarantee thereof.

10. To sue on or otherwise prosecute any claim or cause of action or commence or seek any legal or equitable, administrative or other remedy in any legal, administrative, arbitration, mediation or other proceeding whatsoever including non-judicial repossessions and foreclosures or similar actions to recover collateral, to compromise, settle or receive or make, execute or deliver any endorsements, acquittances, releases, receipts or other discharges of any claim, cause of action, determination, judgment or other proceeding for or in the name of the Owner Trust or the Bond Trustee related to the Asset.

11. To sign any federal or state or local tax information form, disclosure, protest or affidavit relating to the Asset.

12. To otherwise act or take such action as is permitted to be taken by the attorney-in-fact appointed hereunder pursuant to the Servicing Agreement, dated December 18, 1992, between the Owner Trust and said attorney-in-fact.

This instrument is to be construed and interpreted as a Limited Power of Attorney regarding the Asset. The foregoing enumeration of specific items, acts, rights and powers is not intended to, nor does it give rise to, and it is not to be construed as a general power of attorney in respect of the Asset. Should any provision of this Power of Attorney be held to be invalid or unenforceable, such provision shall be deemed severed from this instrument and the remaining provisions of this Power of Attorney shall remain in full force and effect.

The attorney-in-fact appointed hereunder shall not be obligated to furnish bond or other security in connection with the actions hereunder.

The Owner Trust and the Bond Trustee each hereby ratifies, confirms and approves in all respects any and all acts and doings of the attorney-in-fact and its officers, employees, directors, agents and attorneys which have been performed from December 10, 1992 to the date hereof which acts and doings were in conformity with this Power of Attorney.

Until 11:59 p.m. on the first day of the calendar month which begins more than three full years after the date of execution hereof, this instrument shall continue in full force and effect unless it is earlier revoked by either the Owner Trust or the Bond Trustee or modified by the Owner Trust and the Bond Trustee by a written instrument, provided, however, that such revocation or modification shall in no way effect any obligations or liabilities of the Owner Trust or the Bond Trustee lawfully incurred by such attorney-in-fact on behalf of the Owner Trust or the Bond Trustee pursuant hereto, prior to the date of the written revocation or modification and provided further that in the event this instrument is so modified it shall continue in full force and effect except as so modified.

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This Power of Attorney may only be revoked by a revocation executed by either the Owner Trust or the Bond Trustee and recorded in the Real Property Records of Dallas County, Texas or the Real Property Records of the jurisdiction in which the real property described on Exhibit A is located. Parties dealing with or acting in reliance on this Power of Attorney shall not be required to inquire, verify or otherwise determine the status of said attorney-in-fact or the authorization for the actions taken hereunder, nor shall such parties have any duty or obligation, before relying on this Power of Attorney, to inquire, verify or otherwise determine that this Power of Attorney is unmodified and unrevoked.

IN WITNESS WHEREOF, the Owner Trust, acting through Owner Trustee, and the Bond Trustee have each hereunto caused this Power of Attorney to be signed in the names of its appointed representative or authorized officer by authority granted under the Indenture this 29 day of July, 1993.

ISSUER

RTC MORTGAGE TRUST 1992-N1

By: Wilmington Trust Company,
as Owner Trustee

By: [Signature]
Authorized Officer

Title: [Signature]

[Signature]
Witness
[Signature]
Witness

BOND TRUSTEE

BANK OF AMERICA NATIONAL
TRUST AND SAVINGS
ASSOCIATION, as Bond Trustee

By: [Signature]
Authorized Officer
Title: [Signature]
STEPHANIE WHITED
VICE PRESIDENT

[Signature]
Witness
[Signature]
Witness

[Signature]
Witness
[Signature]
Witness

and
By: [Signature]
Authorized Officer
Title: [Signature]
Michael Evans
Vice President

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STATE OF DELAWARE §
COUNTY OF WILMINGTON §

On the 16th day of July, 1993, before me personally came BRUCE L. BISSON, to me known, who, being by me duly sworn, did depose and say (and acknowledge) that s/he resides at Wilmington, Delaware; that s/he is the Assistant Vice President of Wilmington Trust Company, the Owner Trustee of RTC MORTGAGE TRUST 1992-N1, the officer that executed the above instrument; and that s/he signed her/his name thereto by order of the Board of Directors of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[NOTARIAL SEAL]

Anne C. Matthews
Notary Public in and for the State of Delaware

Anne C. Matthews
Typed/Printed Name of Notary

My commission expires:

ANNE C. MATTHEWS
NOTARY PUBLIC
MY COMMISSION EXPIRES AUGUST 9, 1993

STATE OF CALIFORNIA §
COUNTY OF ORANGE §

On the 30 day of July, 1993, before me Victor F. Dimalanta, a notary public for the State of California, personally came STEPHANIE WHITED and Michael Evans, to me known (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities on behalf of BANK OF AMERICA NATIONAL TRUST and SAVINGS ASSOCIATION, a Trustee, and that by their signatures, on the instrument, the entity upon behalf of which the persons acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[NOTARIAL SEAL]

Victor F. Dimalanta
Notary Public in and for the State of California

Victor F. Dimalanta
Typed/Printed Name of Notary

My commission expires: Jan 2, 1995



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The Undersigned, representing the sole Class A Certificateholder, hereby consent to the execution of this Limited Power of Attorney, containing the provisions of Paragraph 5 thereof allowing for a sale of Assets on credit or terms, such consent being issued in satisfaction of the requirements of Section 2.15(c) of the Servicing Agreement, as that term is defined in the Limited Power of Attorney.

CLASS A CERTIFICATEHOLDER

1992-N1 ASSOCIATES, L.P.

By: 1992-N1 GP Associates, L.P.,
its General Partner

By: 1992-N1 GP Corp.,
its General Partner

By: Michael Katz
Name: Michael Katz
Title: President

By: Cornelia C. Buckley
Name: Cornelia Buckley
Title: Secretary

Property of Cook County Clerk's Office

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LOAN NO. 1140699000

EXHIBIT A

1. DESCRIPTION OF NOTE, INDEBTEDNESS OR OTHER ASSET.

That certain promissory note, dated December 29, 1986, executed by Palatine National Bank, a national banking association, Palatine, Illinois, not personally, but as a Trustee under the provisions of a Trust Agreement Dated June 6, 1983, and known as Trust Number 4084, payable to the order of Arlington Heights Federal Savings and Loan Association, in the original principal amount of \$187,500.00, and all renewals, extensions, amendments, modifications, substitutions, replacements or other obligations related thereto.

2. DESCRIPTION OF DEED OF TRUST, MORTGAGE OR OTHER REAL ESTATE COLLATERAL.

That certain Mortgage, dated December 29, 1986, executed by Palatine National Bank, As Trustee under Trust Agreement dated June 6, 1983, known as Trust Number 4084, recorded January 9, 1987 as document 87017331, Real Property Records, Cook County, Illinois and all renewals, extensions, amendments, modifications, substitutions, replacements or other instruments related thereto.

3. DESCRIPTION OF ALL OTHER RIGHTS HELD BY EITHER RTC MORTGAGE TRUST 1992-N1 OR BANK OF AMERICA, BOND TRUSTEE.

Any and all collateral, security interests, guaranties, financing statements, pledges, assignments of rents or leases, contracts, personalty, rights, titles and interests (including Assets, as that term is defined in that certain Assignment and Assumption of Assets, dated December 18, 1992, executed by Resolution Trust Corporation) held or owned by either the Owner Trust or the Bond Trustee relating to the loan described by loan number in the upper right hand corner of this Exhibit A and conveyed to the Owner Trust in such Assignment and Assumption of Assets Agreement.

4. LEGAL DESCRIPTION

All of the Owner Trust's or the Bond Trustee's interest in and to the following described real property, together with all fixtures, improvements, rights and appurtenances pertaining thereto, including but not limited to any right, title and interest of either the Owner Trust or the Bond Trustee in such real estate:

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EXHIBIT A - LEGAL DESCRIPTION

PARCEL I:

UNITS 237 THROUGH 248, INCLUSIVE, IN RAND/OLIVE OFFICE AND FINANCIAL CENTER CONDOMINIUM AS DELINEATED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCELS OF REAL ESTATE:

LOT 1 IN BLOCK 4 IN ARLINGTON COUNTRYSIDE UNIT 2, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

THE NORTH 230 FEET OF THE EAST 433 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THE WEST 101.50 FEET AND ALSO EXCEPTING THE NORTH 33 FEET THEREFROM, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT A TO THE DECLARATION OF CONDOMINIUM RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 26,357,751, TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

PARCEL II:

LIMITED COMMON ELEMENTS KNOWN AS "SPECIAL CORRIDOR" UNITS 14 THROUGH 25 INCLUSIVE, FOR THE EXCLUSIVE USE OF PARCEL I.

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03-21-302-003 Vol. 232
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03-21-302-1087
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