

## UNOFFICIAL COPY

94164056

WHEN RECORDED MAIL TO:

EXPRESS AMERICA MORTGAGE CORPORATION  
8060 East Via Linda Street  
Scottsdale, Arizona 85260-6416

DEPT-01 RECORDING \$23.50  
T#1111 TRAN 4498 02/22/94 11:45:00  
\$8589 + 24-164056  
COOK COUNTY RECORDER

Lc. No.

1761274/

SPACE ABOVE THIS LINE FOR RECORDING USE

## SPECIAL LIMITED IRREVOCABLE POWER OF ATTORNEY

Know that Preferred Capital Mortgage, Inc., DBA America's Best Mortgage, Co. (corporation/partnership/corporate proprietorship) with its principal office at 7400 Park Ave., Suite 604-72, Phoenix, Arizona 85018 ("Principal"), does hereby make, constitute and appoint EXPRESS AMERICA MORTGAGE CORPORATION, an Arizona corporation with offices at 8000 E. Via Linda Street, Scottsdale, AZ 85260 ("EXPRESS AMERICA"), for Principal's benefit and in Principal's name, place and stead, Principal's true and lawful attorney-in-fact:

To execute, endorse, assign and deliver to EXPRESS AMERICA (1) the promissory note (hereinafter the "Promissory Note") made payable to the order of Principal, relating to the property at 7400 Park Ave., Suite 604-72, Phoenix, Arizona 85018, that is now or is hereafter in the possession of EXPRESS AMERICA as contemplated by the Loan Brokerage Agreement dated 2-26-1993, and the supplement to Loan Brokerage Agreement dated 2-26-1993 (collectively, the "Loan Brokerage Agreement") both of which are currently in effect between Principal and EXPRESS AMERICA, (2) any beneficial or otherwise's interest, or assignment thereof, and any and all other rights and interests, under all mortgages, deeds of trust, security agreements and other instruments evidencing, making or granting security for the Promissory Note ("Mortgage Rights") and (3) all other documents evidencing, memorializing or otherwise relating to payee's obligee's or mortgagor's interest in the loan evidenced by the Promissory Note ("Documents").

Principal hereby grants to EXPRESS AMERICA full power to act in any manner both proper and necessary to exercise the foregoing powers as fully as Principal might or could do and perform by itself. EXPRESS AMERICA agrees that it shall exercise the power granted hereinunder only through an officer of EXPRESS AMERICA.

Principal and EXPRESS AMERICA hereby acknowledge and agree that EXPRESS AMERICA has an interest in the subject matter of the power granted herein. In that the loan evidenced by the Promissory Note (and the related Mortgage Rights and Documents) were, as contemplated by the Loan Brokerage Agreement, originated and closed in the name of Principal with Principal being denominated the original payee on the Promissory Note and the original beneficiary or mortgagor on the deed of trust or mortgage securing payment of the Promissory Note, and immediately upon and concurrently with the closing of the loan, Principal and EXPRESS AMERICA do hereby agree that EXPRESS AMERICA hereby vests irrevocably with the power granted herein and that Principal does hereby forever renounce all right to revoke this Special Limited Irrevocable Power of Attorney or any of the powers conferred upon EXPRESS AMERICA hereby or to appoint any other person to execute the said power and Principal also renounces all right to do any of the acts which EXPRESS AMERICA is authorized to perform by this power.

If prior to the exercise of the power hereby conferred upon EXPRESS AMERICA, Principal shall have become bankrupt, dissolved, liquidated, disabled, incapacitated, or have died, and EXPRESS AMERICA shall have thereafter exercised such power, Principal hereby declares any such acts performed by EXPRESS AMERICA pursuant to this power binding and effective in the same manner that they would have been had such bankruptcy, dissolution, liquidation, disability, incapacity or death of Principal not have occurred.

Executed on February 3, 1994 at Park Plaza, Phoenix, AZ by LC 60177

PRINCIPAL Preferred Capital Mortgage, Inc., DBA America's Best Mortgage, Co.

By:

Lawrence W. Sisk

His: President

State of Illinois, U.S.A.  
County of \_\_\_\_\_

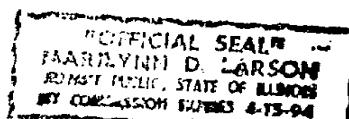
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## Corporation

The foregoing instrument was acknowledged before me this 3 day of February, 1994, by Lawrence W. Sisk, of Preferred Capital Mortgage, Inc., DBA America's Best Mortgage, Co., corporation, on behalf of the corporation.

*[Signature]*

My commission expires: *[Signature]*



# UNOFFICIAL COPY

LOT 38 IN WENIWORTH PARK, BEING A SUBDIVISION OF PART OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 5, TOWNSHIP 35 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 10, 1990, AS DOCUMENT NUMBER 90496158 IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 33-05-102-014, VOLUME 22

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