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DEPT-01 RECORDING
T40003 TRAN 8894 06/22/95 11:54:00
48761 JL *-95-402241
COOK COUNTY RECORDER

DEPT-01 RECORDING \$43.00
T40003 TRAN 8894 06/22/95 11:54:00
48761 JL *-95-402241
COOK COUNTY RECORDER

LIMITED POWER
OF ATTORNEY

This instrument prepared by
and mail to:

Steven M. Baumer
Hopkins & Sutter
Three First National Plaza
Suite 4200
Chicago, Illinois 60602

Box 9
R134083.1



43.00
43.00

43.00
43.00

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Loan No.

8917872018

Borrower Name

WABASH/RANDOLPH

LIMITED POWER OF ATTORNEY

STATE OF ILLINOIS

§

§ KNOW ALL MEN BY THESE PRESENTS

COUNTY OF COOK

§

That the undersigned LaSalle National Bank, as Trustee for the Holders of Structured Asset Securities Corporation, Multiclass Pass-Through Certificates, Series 1994-C1 ("Trustee") under that certain Servicing Agreement dated as of April 1, 1994, (the "Servicing Agreement") is the owner and holder of the Assets (the "Assets"), more fully described on the attached Exhibit "A", together with the Credit Documents and Other Documents more fully described on the attached Exhibit "A". That Trustee and Banc One Management and Consulting Corporation (the "Servicer") are parties to the Service Agreement. That the Servicer is responsible for assisting Trustee with the Assets.

That the undersigned Trustee constitutes, and appoints, and by this document does make, constitute and appoint Servicer of 1717 Main Street, Dallas, County of Dallas, State of Texas, acting as its true and lawful agent and attorney-in-fact of Trustee and the in the name, place and stead of Trustee; to take any or all actions incident to or in connection with Servicer's management or administration of the Assets and any and all matters incident or related to the Assets including but not limited to the following:

1. Uniform Commercial Code Financing Statements. To execute, deliver and present for recordation such Uniform Commercial Code Financing Statements, Assignments, Continuation Statements, Amendments, Partial Releases and Termination Statements perfecting or otherwise relating to any past, present or future security interest in any property heretofore or hereafter constituting and/or securing any obligations heretofore or hereafter designated as or defined to be Assets.

2. Endorsement of Notes, Assignment of Right, Title and Interest. To sell, transfer, assign, endorse and deliver any and all promissory notes and other instruments payable to or assigned to Trustee, and the collateral therefor, and which promissory notes may now or hereafter be designated as or defined to be Assets, for such consideration and upon such terms as Servicer, in its sole discretion, may elect.

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3. Executing Conveyances, Contracts and Instruments. To grant, bargain, sell, lease, mortgage, sublease, assign, transfer, and convey any and all Real Estate or REO (as such terms are defined on the attached Exhibit "A"), to enter into any contract or contracts for the sale, lease or other disposition of all or any part of any real or personal property, rights, contracts, water and associated rights, minerals or rights therein or thereto constituting Assets, or any part of it, and to make, endorse, guarantee, accept, receive, sign, seal, execute, acknowledge, and deliver in the Trustee's name, such deeds, assignments, leases, licenses, permits, warranties, indemnities, guaranties, bills of sale, option agreements or other agreements, certificates, vouchers, receipts, releases, partial releases and such other instruments in writing of whatever kind or nature in each case for such price and upon such terms including such covenants or conditions as Servicer, in its sole discretion may deem necessary, convenient or proper.

4. Compromising Rights. To enter into subordination agreements, intercreditor agreements, "stand still" and "stand-by" agreements, and other contracts having the effect of subordinating, modifying or otherwise altering the rights of Trustee, under or with respect to any property or rights constituting, securing or otherwise relating to any Assets.

5. Third Party Agented Assets. To give notices, make demands and exercise all voting and other rights of Trustee, to execute amendments, to give or withhold waivers and/or consents and to otherwise act for and in the name of Trustee with respect to any loan agreements, participation agreements, intercreditor agreements or similar agreements constituting or relating to Assets between or among Trustee and any other creditors or third parties where someone other than Trustee is the agent.

6. Demand, Acceleration and Foreclosure. To make demand(s) on behalf of Trustee upon any or all parties liable on any Loans (as such term is defined in the attached Exhibit "A"); to give notices of intention to accelerate; to give notices of acceleration and any and such other notices as Servicer deems necessary or appropriate; to post all notices as required by law and the documents securing the Loans in order to foreclose on any properties securing the Loans; to handle all aspects of foreclosure on behalf of Trustee of the Loans including but not limited to conducting the foreclosure sales, appointing a substitute trustee, bidding for Trustee and executing all documents needed to effect such foreclosure sales; to file suit and prosecute legal actions against all parties liable for past due amounts under the Loans including but not limited to any deficiency amounts due following foreclosure; and/or to take such other actions and exercise such other rights which may be taken by Trustee under the terms of any Credit Documents and/or Other Documents (as such terms are defined in the attached Exhibit "A"), including foreclosure, lease, sale,

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taking possession of, realization upon or any other disposition of all or any part of any Asset or any collateral therefor or guaranty thereof.

7. Managing Property. To take, hold, possess, invest, lease, let or otherwise manage and/or administer any or all of the Assets whether real, personal or mixed property, including but not limited to rights related to water, oil and gas or other minerals or any interest in or pertaining to such property; to replevy, seize or otherwise recover possession of any such property by all lawful means; and to maintain, protect, preserve, insure, remove, store, transport, repair, rebuild, modify or improve the same or any part of such property, to eject, remove or retrieve tenants or other persons from and recover possessions of, other Assets by all lawful means, and to maintain, protect, preserve, insure, remove, store, transport, modify, or improve the same or any part thereof.

8. Deposits, Bailments and Similar Agreements. To enter into depository, bailment and other similar agreements with banks, bailees or other third parties wherein such third parties act as a depository, agent and/or bailee of Servicer to take, hold, possess or otherwise deal with Assets, collateral or collateral proceeds securing any Assets.

9. Collecting Revenues and Paying Debts. With respect to any or all Assets, to make, do, and transact every kind of business with respect to or in the nature of receipt, recovery, collection, payment, compromise, settlement and adjustment of all claims, accounts, interests, dividends, annuities, income, insurance premiums, rents (including ground rents), demands, actions, causes of action, debts, taxes and obligations, which may now or in the future be due, owing or payable by or to Trustee.

10. General. To ask, demand, sue for, collect and receive all sums of money, debts or other obligations of any kind with respect to the Assets which are now or shall after this date become due, owing or payable, or otherwise belong to Trustee, to settle and compromise any of such debts or obligations that may be or become due to Trustee, to endorse in the name of Trustee as applicable any check payable to Trustee, or its order with respect to any Real Estate or REO, to take other steps in connection with any such debt or obligation that Servicer may deem necessary and proper, and in the name of Trustee to execute and deliver any receipts, releases or discharges of such debt or obligation with the same effect as if such receipts, releases or discharges were executed by Trustee personally.

11. Litigation. To institute, prosecute, defend, compromise, settle, arbitrate, mediate, adjudicate, assign, release, and dispose of legal, equitable, or administrative hearings, actions, suits, attachments, arrests, claims, liens, levies, distresses or other proceedings or otherwise engage in litigation in connection

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with any property constituting and/or securing any Assets, any collateral therefor or guaranties thereof.

12. Managing Other Agents and Employees. With respect to managing and administering the Assets, to engage and dismiss agents, counsel, attorneys, accountants, appraisers, surveyors, environmental and other consultants and other subcontractors, vendors, agents or employees in respect to all or any of the matters or things mentioned in this document.

13. Paying Taxes/Executing and Filing Taxation Forms. To prepare, execute and file, ad valorem, franchise and other tax returns, protests and suits against taxing authorities and other governmental reports, declarations, applications, requests, and documents in connection with any Real Estate or REO and to pay taxes and assessments, as deemed appropriate by Servicer, in its sole discretion in connection with any Real Estate or REO.

14. Bankruptcy. To appear in any bankruptcy case or proceeding relating to or affecting any Assets, guaranties thereof or collateral therefor, to file proofs of claim, motions, objections and other pleadings, to enter into stipulations, agreed orders and/ or other agreements and to take whatever other action as the Servicer may deem necessary to preserve the rights and interests of Trustee, with respect to the Assets.

15. Modifications, Waivers, Amendments and Consents. To renew or extend Loans, to give or withhold waivers and/or consents with respect to any Loans, Real Estate or Other Pool Assets, to modify and/or amend and to enter into agreements modifying and/or amending any Credit Document or Other Documents with respect to any Loans, Real Estate or Other Pool Assets.

16. Duration. The rights, powers and authority of Servicer, as the agent and attorney-in-fact of Trustee under this instrument shall commence on the date of execution appearing on the signature page hereof (the "Commencement Date") and will remain in full force and effect until revoked by: (i) filing a revocation of this Power of Attorney in the records of Dallas County, Texas; and (ii) giving written notice of such revocation prior to filing same in the records of Dallas County, Texas.

17. Certified Copies Certifying Statements re: Power of Attorney. Trustee hereby authorizes Servicer, through any of its officers, to certify and deliver photocopies and to record originals of this Power of Attorney. This Power of Attorney has been simultaneously executed in a number of identical counterparts, each of which for all purposes shall be deemed an original and all of which are identical except that, to facilitate recordation, in any particular counterpart portions of Schedule 1 hereto, which describe properties situated in counties other than the county in which such counterpart is to be recorded, may have been omitted.

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Trustee also hereby authorizes Servicer, through any of its officers, to attach to any original or photocopy of this Power of Attorney the legal description or street address of any Assets or of any collateral securing any of the Assets and to certify, deliver and record such Powers of Attorney, together with such legal descriptions or street addresses attached. Servicer is further authorized to execute, record and/or deliver from time to time affidavits or other statements that certify that this Power of Attorney has not been revoked or that any Loan, or Other Asset is an Asset.

Servicer is further authorized to execute, record and/or deliver from time to time affidavits or other statements ("Certified Statements") that certify that particular documents listed or otherwise described within any such Certified Statement constitute Credit Documents and/or Other Documents relating to one or more Assets as such terms are defined in the attached Exhibit "A". Any and all of third parties may rely upon Servicer's authority to deal with any Assets and/or Credit Document and/or Other Documents which were certified by Servicer as Assets and/or Other Documents and/or Credit Documents and/or Other Documents as aforesaid. Any and all third parties may further rely on any such Certified Statement as being true and accurate and may rely on any such certified photocopy of this Power of Attorney as though it were an original of this Power of Attorney.

18. BENEFIT OF AGREEMENT. The provisions of this Power of Attorney are intended to regulate the rights and powers between Trustee and Servicer and said provisions will not limit, enlarge or in any way effect the obligations or agreements between Trustee and any other person or entity.

19. RATIFICATION. Trustee hereby ratifies, confirms and approves in all respects any and all acts and doings of Servicer and its officers, employees, directors, agents and attorneys which have been performed from the date hereof which acts and doings were in conformity with this Power of Attorney.

GIVING AND GRANTING to Servicer, as attorney-in-fact, full power and authority to do and perform the acts, deeds, matters and things described above with respect to any of the Assets and any and all matters incident or related to the Assets, as fully as Trustee could do if personally present, and by this document ratifying all that Trustee's attorney-in-fact shall lawfully do or cause to be done.

The undersigned hereby declares by this instrument that any act or thing lawfully done under it by Trustee's attorney-in-fact shall be binding on Trustee and its agents, representatives, successors and assigns. This power of attorney may be filed for record in any appropriate public office.


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IN WITNESS WHEREOF, LaSalle National Bank, as Trustee for the Holders of Structured Asset Securities Corporation, Multiclass Pass-Through Certificates, Series 1994-C1 under the Servicing Agreement dated and effective as of April 1, 1994 has caused this Limited Power of Attorney to be executed by its duly authorized representative as of the 1st day of April, 1994.

LASALLE NATIONAL BANK, AS TRUSTEE FOR THE
HOLDERS OF STRUCTURED ASSET SECURITIES
CORPORATION, MULTICLASS PASS-THROUGH
CERTIFICATES, SERIES 1994-C1

By: 
Name: SHASHANK MISHRA
Title: Vice President

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ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OF Cook

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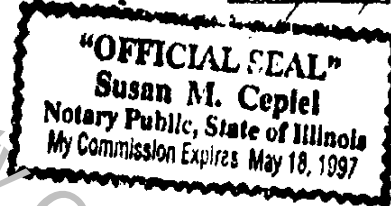
On April 18, 1995 before me, Susan M. Cepiel
Shashank Mishra personally appeared

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/~~she~~ executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Susan M. Cepiel
Notary Public in and for
the State of Illinois

My Commission Expires: May 18, 1997



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EXHIBIT "A"
TO
LIMITED POWER OF ATTORNEY

DEFINITION OF ASSETS

"Assets" means all Loans, Real Estate and Other Assets which: (i) are listed on the attached Schedule 1, (ii) pertain to, relate to or arise out of the Loans, Real Estate or Other Assets listed on the attached Schedule 1, or (iii) which Trustee has otherwise designated are to be managed by the Servicer pursuant to the Servicing Agreement, all Credit Documents and Other Documents and all rights in, to and under any such Credit Documents or Other Documents and any property derived from such assets or which may serve as collateral therefor.

OTHER DEFINITIONS

"Credit Documents" shall mean the agreements, instruments or other documents now or hereafter evidencing or otherwise relating to, governing or executed in connection with or as security for the Loans which are Assets, including, without limitation, notes, loan agreements, letter of credit applications, lease financing contracts, banker's acceptances, drafts, interest protection agreements, currency exchange agreements, repurchase agreements, reverse repurchase agreements, guaranties, deeds of trust, mortgages, assignments, security agreements, pledges, subordination or parity agreements, lien priority agreements, undertakings, security devices, certificates, documents, participation agreements and intercreditor agreements, and all amendments, modifications, renewals, extensions, rearrangements and substitutions of or for any of the foregoing.

"Lien" means any mortgage, lien, pledge, charge, assignment for security purposes, security interest, or encumbrance of any kind with respect to an asset, including any conditional sale agreement or capital lease or other title retention agreement relating to such asset.

"Loans" shall mean (a) each obligation or liability for payment or performance owed to a Seller in accordance with any loan, note, loan agreement, letter of credit, letter of credit application, overdraft, cash item, lease financing contract, participation, banker's acceptance, draft, interest protection agreement, currency exchange agreement, repurchase agreement, reverse repurchase agreement or other financial instrument, or other extension of credit, including, without limitation, each obligation or liability for payment or performance owed to a Seller which has been fully or partially "charged off" the books and

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records of such Seller and in accordance with such Seller is legally entitled to receive payment for its own account, in each case, which has been conveyed to Trustee and contributed by Trustee to the Pool, (b) all related Liens, rights (including rights of setoff), remedies, powers, privileges, demands, claims, priorities, equities and benefits owned, held, accruing and to accrue to and for the benefit of the holder of such obligation of liability, including those arising under or based upon the Credit Documents, casualty insurance policies and binders, standby letters of credit, mortgagee's title insurance policies and binders, payment bonds and performance bonds at any time and from time to time existing in respect of any of such obligation or liability, (c) any extension of credit made in connection with a Pool Asset after the date as of which it became a Pool Asset and (d) all amendments, modifications, renewals, extensions, rearrangements and substitutions of or for any of the foregoing.

"Other Pool Asset" shall mean each asset included in the Pool that is not a Loan, including all REO, all collateral collected in respect of Assets and all other assets that are not Loans that Trustee and the Servicer agree shall be included in the Pool.

"Other Documents" means any and all agreements, instruments, certificates or other documents and all rights in, to and under any such documents evidencing, guaranteeing, securing, or otherwise relating to, governing, or executed in connection with the ownership of any Real Estate or Other Pool Assets which are Assets, including but not limited to deeds, leases, subleases, non-disturbance agreements, licenses, sublicenses, common ownership agreements, property management agreements, brokerage agreements, other agency agreements, guarantees, bills of sale, assignments, certificates of title, trust receipts, bills of lading, bailee's receipts, and any other documents evidencing or relating to the ownership or use or a claim to ownership or use of any Real Estate or Other Pool Assets.

"Person" shall mean any individual, sole proprietorship, corporation, partnership, syndicate, joint venture, association, joint-stock company, trust, unincorporated organization, government or any agency or political subdivision thereof or any other form of entity.

"Pool" shall mean the separate asset pool accounts created and established on the books of Trustee for the Structured Asset Securities Corporation Series 1994-C1 Mortgage Trust.

"Pool Assets" shall mean the Loans and Other Pool Assets.

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"Real Estate" or "REO" means all interests in real estate including all surface and mineral rights, leasehold rights, condominium and cooperative interests, air rights, and development rights; that (i) are included in the Assets or (ii) have arisen from the collection or settlement of a Loan that is an Asset.

"Seller" means any Person who or which has conveyed Assets to Trustee.

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SCHEDULE 1

PARCEL 1:

LOT 2 IN BLOCK 12 IN FORT DEARBORN ADDITION TO CHICAGO OF THE SOUTHWEST 1/4 OF FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE EAST 1/2 OF LOT 1 IN BLOCK 12 IN FORT DEARBORN ADDITION TO CHICAGO OF THE SOUTHWEST 1/4 OF FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THE ABOVE DESCRIBED PROPERTY CONTAINS 11,864 SQUARE FEET OF LAND, MORE OR LESS, AND IS SHOWN ON THAT CERTAIN SURVEY PREPARED BY CHICAGO GUARANTEE SURVEY COMPANY, ILLINOIS PROFESSIONAL LAND SURVEYOR CORPORATION NO. 1, FOR LENNAË PARTNERS, DATED DECEMBER 17, 1992, WHICH SURVEY IS INCORPORATED HEREIN BY REFERENCE AND MADE A PART OF THIS DESCRIPTION.

Address of Property:

139 N. Wabash/
59 E. Randolph St.
Chicago, IL.

PINS: 17-10-309-003; 17-10-309-010 and 17-10-309-011

Loan#: 8917872018
Borrower: Wabash/Randolph

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