

UNOFFICIAL COPY

95437429

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Fleet Real Estate Funding Corp.
1110 Jorie Blvd. Ste 105
Oak Brook, IL 60521

DEPT-01 RECORDING \$25.00
T-00121 TRAN 5032 07/06/95 13:32:00
42122 + 311 95-437422
COOK COUNTY RECORDER
DEPT-01 PENALTY \$22.00

LIMITED POWER OF ATTORNEY

The undersigned, CHICAGO FINANCIAL SERVICES INC., a corporation/partnership organized and existing under the laws of the State of Illinois (Lender), hereby makes this Limited Power of Attorney on the following terms and conditions:

RECITALS

- A. Lender and FLEET REAL ESTATE FUNDING CORP. ("FREF"), a South Carolina corporation, are parties to a certain Concurrent Funding Lender Agreement dated April 18, 1995 (the "Agreement") whereby Lender has agreed to fund residential real estate loans, processed, packaged and closed by Lender (the "Loans") for sale to FREF;
- B. The Loans will be evidenced and/or secured by promissory notes, mortgages, deeds of trust, assignments and/or other security documents or instruments or evidence of indebtedness which are to be assigned to FREF under the Agreement (collectively, the "Loan Documents"); and
- C. Lender desires to appoint certain employees and/or officers of FREF as its attorney-in-fact for the limited purpose of executing all endorsements and assignments of the Loan and Loan Documents to FREF and taking such other action in connection therewith as required by the terms of the Agreements, as more fully set forth below.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender agrees as follows:

1. Lender hereby makes, constitutes and appoints and designates each of the following persons: Robert B. Rosenberg, Trisha L. Peterson, Dawn Palmer, Barry H. Lange, Lori A. Michalec, each of whom is an employee and/or an officer of FREF, as Lender's true and lawful attorney-in-fact and agent, each with full right, power and authority for Lender and in Lender's name, place and stead, to endorse and assign to FREF any and all of the Loans and the Loan Documents, including, without limitation, all loan agreements, promissory notes, mortgages, deeds, deeds of trust, trust agreements, pledge agreements, security agreements, guarantees, financing statements, subordination agreements, assignments, waivers, acceptances, bills of sale, general assignments, title insurance commitments, and policies, private mortgage insurance policies, hazard insurance policies, and all other documents, riders, agreements, and rights incidental to any of the foregoing.
2. The grant of limited power of attorney shall be deemed a power coupled with an interest and is irrevocable. The power of attorney granted herein shall not be terminated except by express written termination signed by FREF, and shall not be affected by any incapacity, dissolution, insolvency, liquidation, or bankruptcy of Lender, or by a breach of the Agreement.

BOX 333-CTI

UNOFFICIAL COPY

NOTARY PUBLIC, STATE OF ILLINOIS
LINDA M. TURNER
OFFICIAL SEAL
MY COMMISSION EXPIRES 12-5-98

(Seal)

WITNESS my hand and official seal

person(s), or the entity upon behalf of which the person(s) acted, executed this instrument.
his/her/his/her authorized capacity (ies). And that by his/her/his/her signature(s) on this instrument, this
is/are subscribed to the within instrument and acknowledge to the fact he/she/he they executed the same in
known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s)
in and for said State, personally appeared Philip Brillante, a Notary public
before me, Linda M. Turner, a Notary public
On June 15, 1995

STATE OF Illinois COUNTY OF Cook

(Print name and title)

Philip Brillante, President

WS

LENDER.

IN WITNESS WHEREOF, Lender by and through the undersigned authorized person, had
executed this Limited Power of Attorney as of the 15 day of June 1995.

This Limited Power of Attorney shall be deemed effective immediately, and may be recorded by
FRE in multiple copies in multiple counties, with each such county being deemed a
duplicate original.
This instrument is a legally binding obligation of Lender enforceable in accordance with its
terms, and that the execution and delivery of this Limited Power of Attorney does not violate the
laws of Lender's Articles of Incorporation, By-Laws, or Partnership Agreement (as the case may be),
and that the execution and delivery of this instrument is a valid power of attorney of this Limited Power
of Attorney to FRE is made with all necessary corporate and other formalities and actions;
and Lender to the terms of this instrument; that the execution and delivery of this Limited Power
of Attorney to Lender is to execute and deliver this Limited Power of Attorney to FRE and to
FRE and authority to execute and deliver this Limited Power of Attorney to FRE and to
Lender is a duly authorized officer, partner, or representative (as the case may be) of Lender with
power and authority to execute and deliver this Limited Power of Attorney to FRE.

The undersigned person executing this instrument on behalf of the Lender hereby represents that
he/she is connected with the matter concerned by this Limited Power of Attorney.
The Government National Mortgage Association, the Veterans Administration, the Federal Housing Administration,
Association, the Federal Home Loan Mortgage Corporation, the Federal National Mortgage
Association, the Government National Mortgage Association, without limitation, the Federal National Mortgage
dealing with Lender and FRE, including, without limitation, the Federal National Mortgage
unless terminated in accordance with the provisions of paragraph two (2) above, all persons
purchaser, investor, assignee, insurer, or life insurer, shall be entitled to rely upon the powers
granted by this instrument for all purposes and actions consistent with those powers, without
need for further inquiry or investigation. Lender hereby ratifies all acts done by FRE in
connection with the matter concerned by this Limited Power of Attorney.

3. The undersigned person executing this instrument on behalf of the Lender hereby represents that
he/she is connected with the matter concerned by this Limited Power of Attorney.

95127429

UNOFFICIAL COPY



CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1401 007553500 NA

STREET ADDRESS: 3343 N. KILDARE AVE.

CITY: CHICAGO

COUNTY: COOK

TAX NUMBER: 13-22-420-006-0000

LEGAL DESCRIPTION:

LOT 100 IN HAENTZE AND WHEELER'S HIGH SCHOOL ADDITION TO IRVING PARK IN THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 40 NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

95437429

UNOFFICIAL COPY

Property of Cook County Clerk's Office

C.P. - 2426