

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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



11-07-95 13:22
RECORDING 23.00
MAIL 0.50
95784921

LIMITED POWER OF ATTORNEY

The undersigned, LINCOLNWOOD MORTGAGE 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

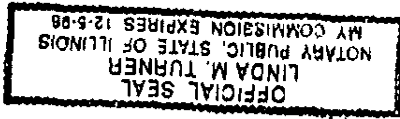
- A. Lender and FLEET REAL ESTATE FUNDING CORP. ("FREF"), a South Carolina corporation, are parties to a certain Concurrent Funding Lender Agreement dated February 24, 1995 (the "Agreement") whereby Lender has agreed to fund residential real estate loans, processed, packaged and closed by Lender (the "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.

UNOFFICIAL COPY

95784921



(Seal)

Signature: Linda M. Turner
WITNESS my hand and official seal.

On June 7 1995 before me, Linda M. Turner, a notary public in and for said State, personally appeared Thomas Koshy known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument he person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

STATE OF Illinois COUNTY OF Cook

(Print name and title) Thomas Koshy - President

By: Thomas Koshy

Lincalwood Mortgage Services, Inc.

LENDER:

IN WITNESS WHEREOF, Lender by and through the undersigned authorized person, had executed this Limited Power of Attorney as of the 7th day of June, 1995.

- Unless terminated in accordance with the provisions of paragraph two (2) above, all persons dealing with Lender and FREF, including, without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, the Governmental National Mortgage Association, the Veterans Administration, and any other purchaser, investor, assignee, insurer, or title 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 FREF in connection with the matters contemplated by this Limited Power of Attorney.
- The undersigned person executing this instrument on behalf of the Lender hereby represents that he/she is a duly authorized officer, partner, or representative (as the case may be) of Lender with full power and authority to execute and deliver this Limited Power of Attorney to FREF and to bind Lender to the terms of this instrument; that the execution and delivery of this Limited Power of Attorney to FREF is made with all necessary corporate and partnership approvals and actions; that 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 terms of Lender's Articles of Incorporation, By-Laws, or partnership agreement (as the case may be), and does not constitute a breach of any other agreement to which Lender is bound or is a party.
- This Limited Power of Attorney shall be deemed effective immediately, and may be recorded by FREF in multiple counterparts in multiple counties, with each such counterpart being deemed a duplicate original.