

UNOFFICIAL COPY

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SPECIAL LIMITED POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS:

That, LENDEX INCORPORATED, a TEXAS CORPORATION, ("Broker"), has determined that it is necessary to appoint agents to act on its behalf:

Broker hereby appoints Temple-Inland Mortgage Corporation, a Corporation organized and existing under the laws of the State of Nevada, as Broker's attorney-in-fact, and in Broker's name, place and stead and for Broker's use and benefit to execute and acknowledge the following instruments on behalf of Broker:

Any and all endorsements and/or assignments of promissory notes made payable to Broker and assignments to instruments evidencing making or granting security for such promissory notes, including, but not limited to, mortgages and deeds of trust, said notes and security instruments to be endorsed and/or assigned to Temple-Inland Mortgage Corporation.

This Special Limited Power of Attorney shall be effective on the date of execution hereof and shall remain in full force and effect until it has been revoked by an instrument of revocation delivered to Temple-Inland Mortgage Corporation at 7676 Woodway, Suite 300, Houston, TX 77065, and an acknowledgment of receipt issued therefore.

EXECUTED this 1st day of JULY, 1997.

LENDEX, INC.

2300  
2000  
JP

ATTEST:

Meg Monroe  
Meg Monroe  
Assistant Secretary

By: H. Thomas Monroe  
H. Thomas Monroe  
President

WITNESS: [Signature]

Loan No. 1091200

Borrower's Name: Silas Ramos and  
Hurdia M. Carranza-Ramos

Property Address: 2211 North Kilbourn Ave.  
Chicago, IL 60639

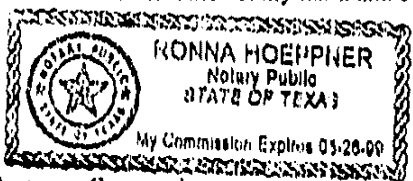
Short Legal Description: Lot 24, Block 2, Dickel  
and Baker's Second North West Addition,  
Cook County, Illinois.

STATE OF Texas

COUNTY OF Dallas

On this the 1st day of JULY, 1997, before me, the undersigned Notary Public personally appeared H. THOMAS MONROE, PRESIDENT, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.



Ronna Hoepfner

Printed Name: RONNA HOEPPNER  
Title: NOTARY PUBLIC

My Commission expires: 05/26/99

After recording return to:  
Middleberg, Riddle & Ginna  
1300 South Mopac Expressway  
Austin, Texas 78746

Prepared by:  
Temple-Inland Mortgage Corporation  
7676 Woodway, Suite 300  
Houston, TX 77063

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2/13

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Property of Cook County Clerk's Office

DEPT-01 RECORDING \$23.00  
T#0012 TRAN 6148 08/01/97 10:29:00  
#7807 RC \*-97-558792  
COOK COUNTY RECORDER  
DEPT-10 PENALTY \$20.00

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# UNOFFICIAL COPY

STREET ADDRESS: 221 NORTH MULLOUM AVENUE  
CITY: CHICAGO COUNTY: COOK  
TAX NUMBER: 13-34-113-017-0000

## LEGAL DESCRIPTION:

LOT 24 IN BLOCK 2 IN DICKEY AND BAKER'S SECOND NORTH WEST ADDITION BEING A RESUBDIVISION OF THE SOUTH EAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Property of Cook County Clerk's Office

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10. **Reinstatement.** Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorney's fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. **Borrower Not Released; Forbearance by Lender Not a Waiver.** Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(d). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. **Governing Law; Severability.** This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

Property of Cook County

Other [specify]

Condominium Rider

Growing Equity Rider

Pinned Unit Development Rider

Graduated Payment Rider

(Applicable boxes):

the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, Borrower waives all right of homestead exemption in the Property.

19. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recording costs.

20. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

21. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable boxes):

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower, (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recording costs.

20. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

21. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable boxes):

Condominium Rider

Growing Equity Rider

Pinned Unit Development Rider

Graduated Payment Rider

Other [specify]

61855526

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Brenda L. Nolan (Seal)  
BRENDA L. NOLAN --Borrower

.....(Seal)  
--Borrower

.....(Seal)  
--Borrower

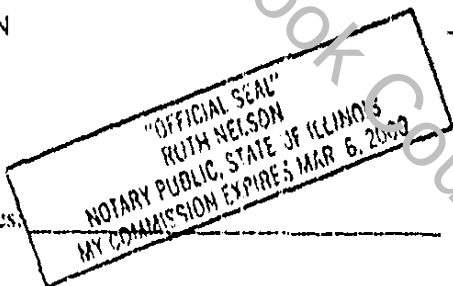
.....(Seal)  
--Borrower

[Space Below This Line For Acknowledgment]

State of ILLINOIS  
County of COOK

§  
§

The foregoing instrument was acknowledged before me this 18 day of JULY, 1997, by  
BRENDA L. NOLAN



Ruth Nelson  
Notary Public

My commission expires: \_\_\_\_\_

(Printed Name)

Property of Cook County Clerk's Office

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