

C478030 LD

Prepared by and return to after recording:  
BancBoston Mortgage Corporation  
425 N. Martingale Road, Ste 1150  
Schaumburg, IL 60173  
Attn. Closing Dept.

(Space above this line for recording information)

## LIMITED POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

That **First Security Mortgage Inc**, a corporation, organized under the laws of the State of Illinois and with a principal place of business at

1010 Jorie Blvd., Suite 324, Oakbrook, Illinois 60521

("the Principal") makes, constitutes, and appoints as the Principal's true and lawful attorney in fact each an every one of the employees and/or officers of BancBoston Mortgage Corporation, a corporation organized under the laws of the State of Florida and with a principal place of business at 7301 Baymeadows Way, Jacksonville, Florida 32256 ("BBMC") who hold any of the titles described below:

#### Titles of Employee/Officer

Glenn B. Morgenroth	Vice President/Regional Manager
Luanne Macey	Loan Closer
Pamela L. Shreve	Loan Registration Coordinator
Alicia Hudson	Sr. Underwriter

and in its name, place and stead and for its use and benefit, to execute, endorse, assign and deliver to BBMC (c) all promissory notes ("Promissory Notes") made payable to the order of the Principal, as contemplated by the Concurrent Funding Agreement dated June 14, 1994 (the "Concurrent Funding Agreement") currently in effect between the Principal and BBMC, (b) any beneficial or mortgagee's interest, or assignment thereof, and any and all other rights and interest, under all mortgages, deeds of trust, security agreements and other instruments evidencing making or granting security for the Promissory Notes (the "Mortgage Rights"), and (c) all other documents evidencing, memorializing or otherwise relating to payee's, obligee's or mortgagee's interest in the loan evidenced by the Promissory Note, including, but not limited to, any assignment of a Promissory Note and/or Mortgage Rights (the "Documents").

The Principal grants to BBMC full power and authority to perform all and every act and thing whatsoever, requisite, necessary and proper to exercise the foregoing powers as fully as the Principal might or could do or perform by itself. The Principal hereby ratifies and confirms all that BBMC shall fully do or cause to be done by authority hereof. This power of attorney shall not be affected disability of the Principal.

This Power of Attorney shall remain in full force and effect until the close of business of the business day on which BBMC receives, at its principal office described above written notice of revocation of this Power of Attorney, signed by the Principal or a duly authorized representative of the Principal. Any such notice of revocation shall be sent to the attention of the Executive Vice President for Retail and Brokered Lending. BBMC's receipt of any such notice of revocation shall not in any manner affect the validity of enforceability of any action taken by BBMC in reliance upon or as a result of this Power of Attorney prior to such receipt.

Chicago Title Insurance Company

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STATE OF INDIANA  
LAKE COUNTY  
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SAMUEL OZLU  
RECORDER

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Notwithstanding the above, the Principal acknowledges that no such revocation shall be effective against any person other than the Principal and BBMC unless and until the Principal causes to be duly recorded with the appropriate public officials a notification of the revocation of this Power of Attorney, which notice shall include the effective date of revocation as described above.

The Principal and BBMC acknowledge that BBMC has an interest in the subject matter of the power granted, in that the loans evidenced by the Promissory Notes (and the related Mortgage Rights and Documents) were, as contemplated by the Concurrent Funding 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 mortgagee 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 BBMC do hereby agree that BBMC is hereby vested 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 BBMC hereby or to appoint any other person to execute the said power and Principal also renounces all right to do any of the acts with BBMC is authorized to perform by this power.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 28 day of Nov, 1994.

[Signature] Title President  
UDO V. MACCARRONE  
Print Name Corporate Seal

Signed, sealed and delivered in the presence of:  
[Signature] Witness  
ALICIA HUDSON Print Name  
[Signature] Witness  
RHONDA ROGERS Print Name

STATE OF COOK  
COUNTY OF ILLINOIS

On this day of NOVEMBER, 1994, I certify that I know or have satisfactory evidence that he/she is the person who personally appeared before me, and such person acknowledged that he/she signed this instrument in his/her capacity as the PRESIDENT of FIRST SECURITY MFG INC and as the free and voluntary act of such person and the party whom such persons represents for the uses and purposes contained in the instrument.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]  
NOTARY PUBLIC  
MY COMMISSION EXPIRES: 1-14-97

NOTARY SEAL

"OFFICIAL SEAL"  
PAMELA L. SHREVE  
Notary Public, State of Illinois  
My Commission Expires 1/14/97