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INDEPENDENT COUNTY  
RECORDER

**FILED**

JUN 1 1995

SAM ORLICH  
AUDITOR LAKE COUNTY

HOLD FOR FIRST AMERICAN TITLE

POWER OF ATTORNEY

The undersigned, individually or joint and severally, Grantor(s), hereby nominate constitute and appoint PFI Homeequity Corporation and/or and or its agent, R. John Wray, Wray & Associates, Courtyard-Midtown Crossing, 924 S. Calhoun Street, Fort Wayne, Indiana, 46802, and/or its agent, First American Title Insurance Company, 5265 Commerce Drive, Crown Point, IN 46307, as my true and lawful attorney-in-fact, to do and perform for me and in my name any of the following:

**Document is the property of the Lake County Recorder!**

1. To generally handle the sale of certain real estate in Lake County in the State of Indiana, commonly known as 533 Osage Drive, Dyer, IN 46311, and legally described as follows:

Lot 48, Block 5 in Pheasant Hills Addition, Unit 2-B to the Town of Dyer, as per plat thereof, recorded in Plat Book 41 page 12, in the Office of the Recorder of Lake County, Indiana.



giving and granting unto said attorneys-in-fact the right to enter upon and take possession of said real estate and to execute and deliver a general warranty deed and other such documents required to convey Grantor(s) interest in the said real estate with or without covenants or warranties and to complete or revise any instrument or document needed in the closing of said transaction, including but not limited to the incorporation or substitution of a proper legal description if necessary;

2. To execute a listing and/or sale agreement for said real estate and accomplish any assignment of any pertinent lease, contract of sale, or other document and to complete the transfer of said real estate subject to encumbrances of record, including, but not limited to, mortgages, taxes and assessments, any covenants, conditions, restrictions, easements and rights-of-way visible or of record;

3. To accomplish the assumption by Grantee(s) of any loan or mortgage in accordance with instructions to be given by our mortgagee;

4. To ask, collect and receive any and all rents, profits, issues or income from said real estate;

5. To pay any and all taxes, charges and assessments that may be assessed or levied against said real estate;

6. To obtain insurance with respect to said real estate and to make, execute and file proof of claims for any and all loss claimable thereunder and to execute and deliver any and all necessary receipts,

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Handwritten initials or signature

releases and discharges in connection therewith;

7. To prosecute, defend, settle, adjust or compromise any and all actions, suits, accounts, and demands with respect to said real estate that now are, or hereafter shall be in such manner and judgment as attorney or PHH Homequity Corporation shall think fit;

8. To hire such attorneys, accountants, clerks, inspectors, appraisers, brokers and workmen, or to replace them, and pay such compensation as attorney for PHH Homequity Corporation shall think fit with respect to said real estate;

9. To do all those things necessary and proper to close the sale of the above described real estate for and in Grantor(s) behalf;

In furtherance of these powers, Grantor(s) give my attorneys-in-fact power and authority to do for me in Grantor(s) names all those things which such attorney deems expedient and necessary to effectuate the intent of this instrument as fully as Grantor(s) could do personally for himself/herself reserving unto Grantor(s) however, the power to act on or in Grantor(s) own behalf and also to revoke the powers given in this instrument. The undersigned hereby ratifies and confirms all acts whatsoever that my attorneys-in-fact shall do or cause to be done relating to the above described real estate.

Grantor(s) hereby authorize and direct Buyers or their Agents to pay the proceeds including any escrows on the sale of said real estate directly to PHH Homequity Corporation, Gray & Associates or First American Title Insurance Company.

Grantor(s) specifically provide that my attorneys-in-fact is liable only if said attorneys-in-fact or their agents act in bad faith.

Any act lawfully done by my attorneys-in-fact under this instrument shall be binding on us and on our heirs, assigns, and legal representatives. My attorneys-in-fact are hereby expressly given the authority and right to delegate any or all of the foregoing powers to such persons or firms whom said attorneys-in-fact may select.

Grantor(s) specifically provide and authorize all third parties (including but not limited to banks, mortgage companies, insurance companies, county treasurer's or auditor's offices and escrow agents) to release and disclose in writing or verbally as my attorneys-in-fact may request any and all information deemed relevant to my attorneys-in-fact to accomplish the purposes hereunder. The undersigned agrees that any third party receiving an executed copy or facsimile of this instrument may act hereunder and disclose and release such information to my attorney-in-fact.

Grantor(s) represents that he/she is not a non-resident alien for purposes of U.S. income taxation and that my attorneys-in-fact may be required to disclose and make such certification to the Internal Revenue Services on my behalf. Grantor(s) is over eighteen (18) years and has not executed or permitted anyone on Grantor's behalf to execute any deed, contract or option agreement to transfer any interest in said real estate to any third party. Except as disclosed to my attorneys-in-fact, Grantor(s) is not a party to any action, suit or other proceeding, whether at law or in equity, has not been or become party to any divorce action or other proceedings for dissolution of marriage, or any bankruptcy proceeding; in which a judgment or an order has been or could be given or entered in creation of a lien upon the real estate or affecting the conveyance of the real estate free and clear of all liens.

Grantor(s) has possession of the real estate and no other person has a right to possession or claims possession of all or any part of said real estate, there are no unpaid bills for labor or material which has been ordered authorized or furnished for the real estate or which might operate to create a lien against the real estate and all utility bills, association dues or other charges, the non-payment of which could result in creation of a lien against the real estate, have been paid;



or provision for their payment has been made.

To Grantor(s) best knowledge no hazardous substance or other pollutant or contaminate or waste of any kind is present anywhere on the real estate. Grantor represents that he/she has no notice by any governmental authority claiming any violation of or requiring compliance with any law, ordinance or regulations for environmental contamination or damages attributable thereto.

All persons to whom this instrument may be delivered may rely on its being in effect and unrevoked unless the Grantor(s) shall have executed a proper instrument of revocation and recorded it in the Miscellaneous Records of the Recorder of the County where said real estate is located. The undersigned hereby agree to indemnify and hold harmless all third parties from all claims that may arise against the third party by reason of such third parties having relied on the provisions of this Power of Attorney. The undersigned acknowledges that he/she is fully informed as to all the contents of this form and understands the full import of this grant of powers to said attorney-in-fact.

Dated this 17<sup>th</sup> day of MAY, 1995.

By: Stephen M. Albers  
Stephen M. Albers

Grantor(s) Address:  
135 Harrington Dr.

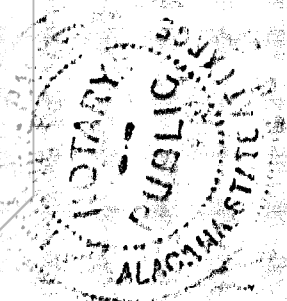
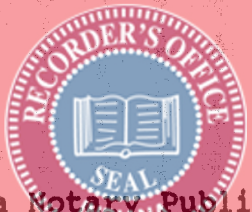
311 584 885  
Social Security Number

Madison, AL 35758

By: Karen L. Albers  
Karen L. Albers

352-60-0568  
Social Security Number

State of ALABAMA } ss  
County of MORGAN }



Before me the undersigned, a Notary Public in and for said county and state personally appeared Stephen M. Albers and Karen L. Albers herein and acknowledged the execution of the foregoing Power of Attorney as his/her/their voluntary act. In witness whereof, I have hereunto subscribed my name and affixed my official seal this 17<sup>th</sup> day of MAY, 1995.

By: Nita J. Parker  
Notary Public

Printed Name: NITA JAN PARKER

My Commission Expires: 5/3/99  
A resident of MORGAN County, State of ALABAMA.

This instrument prepared by R. John Wray, Attorney at Law.  
Return to: R. John Wray  
Wray & Associates  
924 S. Calhoun Street  
Fort Wayne, IN 46802

