

SPECIAL LIMITED IRREVOCABLE POWER OF ATTORNEY

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Return to:
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Know that Comprehensive Foreclosure Services Corporation, a corporation with its principal offices at 6006 Greenbelt Road, #373, Greenbelt, MD 20770 (hereinafter "CFS") does hereby make, constitute and appoint Wendover Funding Inc., a corporation with its principal offices at 3100 Smoketree Court, Suite 300, Raleigh, NC 27604 (hereinafter "Wendover"), for CFS's benefit and in CFS's name, place and stead, CFS's true and lawful attorney-in-fact for the sole and limited purposes expressly set forth herein. It is CFS's intention that this Special Limited Irrevocable Power of Attorney evidence to all third parties CFS's desire that Wendover take, on behalf of CFS, all actions expressly set forth and described herein. CFS and Wendover acknowledge and agree that Wendover shall exercise all such powers through one or more of the following named officers of Wendover:

| <u>Officer</u> | <u>Title</u> |
|------------------------|--------------------------|
| Jeffrey S. Taylor | President |
| Kenneth L. Austin, Jr. | Executive Vice President |
| Dennis R. Salvatore | Senior Vice President |
| Denise L. Holley | Vice President |
| Altoris A. Bonner | Vice President |
| Karen L. Carter | Vice President |

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To execute, endorse, assign and deliver to Wendover (1) all promissory notes (hereinafter the "Promissory Notes") relating to all single-family mortgage loans insured by the U.S. Department of Housing and Urban Development under its Section 312 loan program which are presently made payable to and titled in the name of CFS, (2) any beneficial or mortgagee's interest, or assignment thereof, and any and all other rights and interests, under all mortgages, deeds of trust, security agreements, pledges and other instruments evidencing, making or granting the security for the Promissory Notes (hereinafter the "Mortgage Rights") and (3) all other documents evidencing, memorializing or otherwise relating to payees, obligees, or mortgagees' interests in the loans evidenced by the Promissory Notes (hereinafter the "Documents").

CFS hereby grants to Wendover, as its attorney-in-fact, full authority to act in any manner both proper and necessary to exercise the foregoing powers as fully as CFS might or could do and perform by itself.

CFS and Wendover hereby acknowledge and agree that Wendover has an interest in the subject matter of the power granted herein, in that Wendover is the servicer of record with respect to all of the loans evidenced by the Promissory Notes (and the related Mortgage Rights and Documents) pursuant to its agreement with the U.S. Department of Housing and Urban Development, and as such is responsible for all servicing activities, including foreclosure proceedings, with respect to such loans. CFS and Wendover do hereby agree that Wendover is hereby vested irrevocably with the power granted herein and that CFS does hereby forever renounce all right to revoke this Special Limited Irrevocable Power of Attorney or any of the powers conferred upon Wendover hereby or to appoint any other person to execute the said power and CFS also renounces all right to do any of the acts which Wendover is authorized to perform by this power.

If prior to the exercise of the power hereby conferred upon Wendover, CFS shall have become bankrupt, dissolved or liquidated and Wendover shall have thereafter exercised such power, CFS hereby declares that any such acts as may have been performed by Wendover pursuant to this power shall be and remain binding and effective in the same manner that they would have been had such bankruptcy, dissolution or liquidation of CFS not have occurred.

Executed and delivered on July 18, 1995.

WITNESS:

Earlene Fields
Earlene Fields

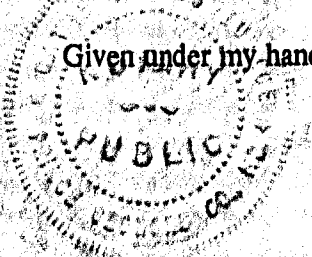
COMPREHENSIVE FORECLOSURE SERVICES

James M. Griffin
James M. Griffin, Chairman

STATE OF MARYLAND }
COUNTY OF PRINCE GEORGE'S } ss:

Before me, the undersigned, a Notary Public in and for the said State of Maryland, on the 18th day of July, 1995, did appear James M. Griffin, before me known to be the Chairman of Comprehensive Foreclosure Services Corporation, who did execute the foregoing instrument bearing even date and acknowledges that he did so in his capacity as a corporate officer.

Given under my hand and seal this 18th day of July, 1995.



Catherine Lo Giudice
NOTARY PUBLIC
CATHERINE LOGIUDICE
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires March 28, 1998

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
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RECORDED

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