

FA 22004

HOLD FOR FIRST AMERICAN TITLE

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

FILED

97 OCT 23 AM 10:59 1997

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Tax Key No. 13-415-19 Unit #20
Common Address of Real Estate: **AUDITOR LAKE COUNTY**
414 Whitewood Drive
Scherverville, Indiana 46375

POWER OF ATTORNEY

The undersigned, individually or joint and severally, Grantor(s), hereby nominate, constitute, and appoint HFS Mobility Services and/or its agent, R. John Wray, Wray & Associates, 1016 Standard Federal Plaza, 200 East Main Street, Fort Wayne, Indiana, 46802, and /or its agent, First American Title, 5265 Commerce Drive, Suite 1, Crown Point, Indiana 4307, as my true and lawful attorney-in-fact, to do and perform for me and in my name any of the following:

1. To generally handle the sale of certain real estate in Lake County in the State of Indiana, commonly known as 414 Whitewood Drive, Scherverville, Indiana 46375, and legally described as follows:

Lot Number 77, Plum Creek Village, 6th Addition, Block 3, to the Town of Scherverville, Indiana as recorded in Plat Book 62, page 26 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, 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

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judgment as attorney or HFS Mobility Services 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 HFS Mobility Services 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 HFS Mobility Services or Wray & Associates. 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 bank, 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 not-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 Service 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 5th day of September, 1997.

By: *R. M. Devine* (sign here)
Robert M. Devine

351-52-9854
Social Security Number

By: *Cynthia L. Devine* (sign here)
Cynthia L. Devine

390-66-3145
Social Security Number

Grantors New Address:

3906 Valley Green Ct.
Houston, Tx. 77059

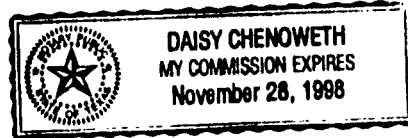
Notary

State of Texas)
County of Harris) SS

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared Robert M. Devine and Cynthia L. Devine and 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 9 day of September, 1997.

By: [Signature]
Notary Public

Printed Name: Daisy Chenoweth
My Commission Expires: 11-28-98



A resident of Harris County, State of Texas.

This instrument prepared by R. John Wray #1378-02 Attorney at Law.

Return to: Wray & Associates
Closing Services
1016 Standard Federal Plaza
200 East Main Street
Fort Wayne, Indiana 46802
(219) 423-3331
Fax: 423-3333

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