

RECORDING REQUESTED BY:

LSI
700 Cherrington Parkway
Coraopolis, PA 15108

2009 025436

2009 APR 22 AM 8:38

MICHAEL A. BROWN
RECORDER

WHEN RECORDED MAIL TO:

LSI
700 Cherrington Parkway
Coraopolis, PA 15108
eLS Order # 5752468

NON DURABLE POWER OF ATTORNEY

CAUTION: THIS IS AN IMPORTANT DOCUMENT. IT GIVES THE PERSON WHOM YOU DESIGNATE (YOUR "AGENT" OR "ATTORNEY IN FACT" HEREINAFTER CALLED "AGENT/AIF") BROAD POWERS TO ACT ON YOUR BEHALF FOR A SPECIFIC TRANSACTION DURING A CERTAIN PERIOD OF TIME, WHICH INCLUDE POWERS TO PROMISE TO REPAY A DEBT WITH INTEREST AND MORTGAGE YOUR REAL PROPERTY FOLLOWING YOUR REVIEW OF YOUR LOAN DOCUMENTATION DURING A LOAN CLOSING TO BE CONDUCTED ON THE INTERNET. WITH RESPECT TO ANY LOSS OF, MISPLACEMENT OF, INACCURACY IN, OR FAILURE TO SIGN ANY LOAN DOCUMENTATION, YOUR AGENT/AIF WILL CONTINUE TO HAVE THESE POWERS AFTER THE LOAN CLOSING, FOR THE LIMITED PURPOSE TO REPLACE OR CORRECT SUCH LOAN DOCUMENTATION. IF THE ATTORNEY IN FACT HAS ACTUAL KNOWLEDGE OF ANY INCOMPETENCE BEFORE, DURING OR AFTER CLOSING, THE POWERS CONTAINED HEREIN WILL CEASE TO EXIST. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL OR OTHER HEALTH CARE DECISIONS FOR YOU. SIGNING THIS LIMITED POWER OF ATTORNEY IS OPTIONAL. ALTHOUGH USING A LIMITED POWER OF ATTORNEY DESIGNATING YOUR AGENT/AIF SHOULD MAKE YOUR LOAN CLOSING MORE CONVENIENT, YOU ARE NOT REQUIRED TO SIGN THIS DOCUMENT IN ORDER TO OBTAIN YOUR LOAN. BEFORE YOU DECIDE WHETHER TO SIGN OR IF YOU DO NOT UNDERSTAND THE PURPOSE OR EFFECT OF THIS FORM, YOU SHOULD CONSULT AN ATTORNEY.

BE IT KNOWN, that I, Margaret E Garastik and Christopher C Garastik
Whose residence address is: 727 N Cline Ave
Griffith, IN 46319

Make and appoint the following persons who are employees of LSI, namely: Alexis Diaz, Ellen Hatten, Greg Perdziola, James Greene, Ryan Flaherty, Sara Kirkham, Shannon Obringer, Stacey Franciscus, whose addresses are C/O LSI, at 700 Cherrington Parkway, Coraopolis, PA 15108. Each of my agents may exercise the powers conferred in this power of attorney separately, without the consent of the other agent. My agents may delegate the powers, tasks and duties to one of the other agents but to no other person. My Agents/AIFs may exercise the powers to accomplish the following specific and limited purposes:

(A) Refinancing and/or home equity financing of the Real Estate located at 727 N Cline Ave, Griffith, IN 46319 and legally described as (the "Property"):

(B) To mortgage, finance, refinance, assign, transfer and in any manner deal with Property located at : 727 N Cline Ave, Griffith, IN 46319 to effectuate the above referenced refinancing and banking transactions with ING Bank FSB (hereinafter called "Lender"). See attached Exhibit A for full legal description.

(C) To execute, acknowledge receipt of, approve, and deliver all documents including but not limited to:

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- a. Notes, Deeds, Mortgages/Deeds of Trust, Subordinations, security instruments, riders, attachments and addenda, including any documents necessary or requested as part of this transaction by the title insurer, lender or other parties to the transaction;
- b. those documents needed by governmental and taxing authorities;
- c. lien waivers, subordination/waiver of homestead and any marital rights necessary to obtain the financing; and
- d. escrow instructions, closing or settlement statements, truth in lending disclosures (including notice of my right to rescind the credit extension, if applicable), loan applications, HUD-1 and other written instruments relating to the transaction.

(D) All other powers which I myself may have concerning the real estate transaction and refinancing of the same located at 727 N Cline Ave, Griffith, IN 46319.
ELS Order # 5752468.

Further giving and granting said Agent/AIF, full power and authority to do and perform all and every act and thing whatsoever necessary to be done in and about the specific and limited premises (set out herein) as fully, to all intents and purposes, as might or could be done if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that said attorney in fact (also called agent) should lawfully do or cause to be done by virtue hereof.

This Power of Attorney is effective immediately and is limited to the specific transaction described above. This Power of Attorney shall not be effective in the event of my disability or incapacity. I may revoke this Power of Attorney at any time by providing written notice to my Agent/AIF at Closing Stream Department C/O LSI, 700 Cherrington Parkway Coraopolis, PA 15108. When the Power of Attorney is recorded, any revocation will not be effective as to third parties until the revocation is recorded in the same county or other established governmental authority for the recording of Powers of Attorney. This Power of Attorney will terminate upon the proper recording of all documents necessary or requested as part of this transaction by the title insurer, lender or other parties to the transaction, except with respect to any loss of, misplacement of, inaccuracy in, or failure to sign any closing or loan documentation. With respect to any loss of, misplacement of, inaccuracy in, or failure to sign any closing or loan documentation, these powers will continue to exist for the limited purpose to replace or correct such documentation.

Conflict of Interest Disclosure. My Agent/AIF can enter into transactions with me or on my behalf in which my Agent/AIF is personally interested as long as the terms of the transaction are fair to me and I have agreed to such an action. I also understand that LSI receives fees for escrow and title services from the closing. I further understand that these fees will be detailed on my Settlement Statement that accompanies my loan documents.

I understand that this Power of Attorney is not an approval of my loan application request or a commitment by Lender to make a mortgage loan. Should my loan application request not be approved by Lender, this Power of Attorney will be null and void.

TO INDUCE ANY THIRD PARTY TO ACT, I AGREE THAT ANY THIRD PARTY RECEIVING AN EXECUTED COPY OR FACSIMILE OF THIS INSTRUMENT MAY ACT ON THIS INSTRUMENT. ANY REVOCATION OR TERMINATION OF THIS INSTRUMENT WILL BE INEFFECTIVE AS TO SUCH THIRD PARTY UNTIL SUCH THIRD PARTY HAS ACTUAL OR CONSTRUCTIVE NOTICE OF SUCH REVOCATION OR TERMINATION. I, FOR MYSELF AND FOR MY HEIRS, EXECUTORS, LEGAL REPRESENTATIVES AND ASSIGNS, AGREE TO INDEMNIFY AND HOLD HARMLESS ANY SUCH THIRD PARTY FROM AND AGAINST ANY AND ALL CLAIMS THAT MAY ARISE AGAINST SUCH THIRD PARTY BY REASON OF SUCH THIRD PARTY HAVING REASONABLY RELIED ON THE PROVISIONS OF THIS INSTRUMENT.

I, Margaret E Garastik and Christopher C Garastik, the principal, sign my name to this power of attorney this 9th day of APRIL, 2009, and, being first duly sworn, do declare to the undersigned authority that I sign and execute this instrument as my power of attorney for a refinance and that I sign it willingly, or willingly direct another to sign for me, that I execute it as my free and voluntary act for the purposes expressed in the power of attorney and that I am eighteen years of age or older, of sound mind and under no constraint or undue influence.

Dated: 4.09., 2009

Margaret E Garastik
Margaret E Garastik

Dated: 4-9, 2009

Christopher C Garastik
Christopher C Garastik

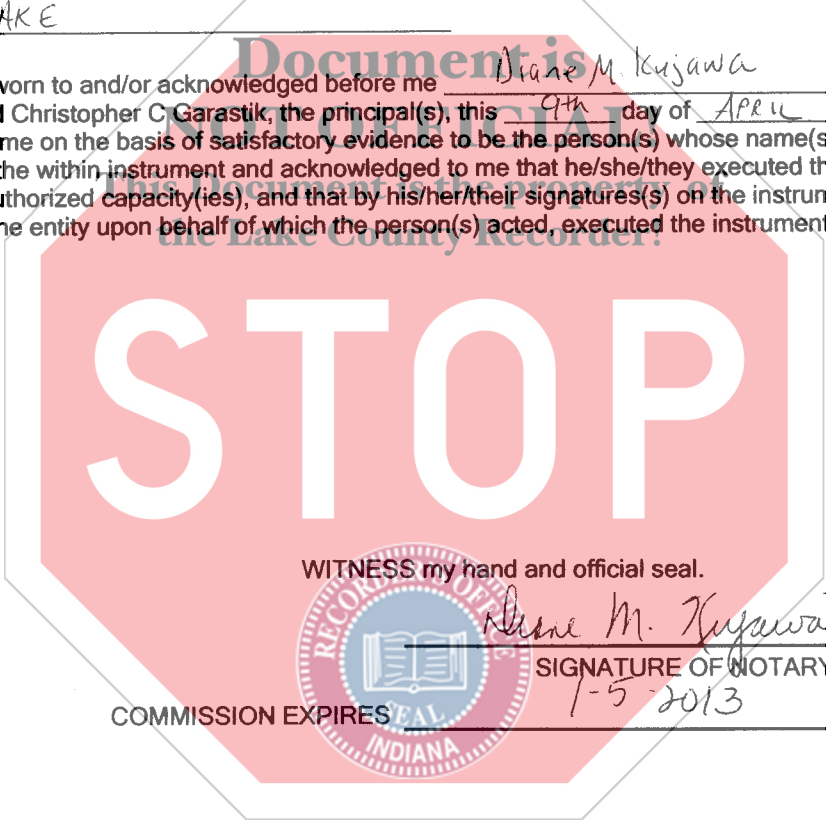
Dated: _____, 20____

Dated: _____, 20____

State of INDIANA

County of LAKE

Subscribed, sworn to and/or acknowledged before me Diane M. Kujawa by Margaret E Garastik and Christopher C Garastik, the principal(s), this 9th day of APRIL, 2009 and proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



State of PA)

County of ALLEGHENY)

On this, the 13 day of APRIL, 2009, before me STACEY FRANCISCUS, the undersigned, personally appeared SHANNON OBRINGER Agent/Attorney in Fact who Subscribed, sworn to and/or acknowledged before me and proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Notary Public Stacey Francis

My Commission Expires: _____

NOTARIAL SEAL
STACEY FRANCISCUS
Notary Public
MOON TWP, ALLEGHENY COUNTY
My Commission Expires Apr. 12, 2011



ACKNOWLEDGMENT OF ATTORNEY-IN-FACT

I, AGENT, have read the attached power of attorney and am the person identified as the attorney-in-fact (the "agent") for the principal. I hereby acknowledge that in the absence of a specific provision to the contrary in the power of attorney or in state law., when I act as agent:

I shall exercise the powers for the benefit of the principal.

I shall keep the assets of the principal separate from my assets.

I shall exercise reasonable caution and prudence.

I shall keep a full and accurate record of all actions, receipts and disbursements on behalf of the principal.

Shannon Woringer

AGENT

Shannon Woringer

Signature of Attorney-in-Fact

4/30/09

Date

NOT OFFICIAL!
This Document is the property of
the Lake County Recorder!

STOP



EXHIBIT A
LEGAL DESCRIPTION

In Lake County, in the State of Indiana:

Parcel 1: That part of the North 66.07 feet of the South 396.45 feet of the Northwest quarter of the Northwest quarter of Section 35, Township 35 North, Range 9 West of the 2nd P.M., in the Town of Griffith, Lake County, Indiana, lying North of and continuous to the North line of Phillips Cline Addition, as shown in Plat Book 25, Page 18, in Lake County, Indiana, and lying West of a line which is a Northerly projection of the centerline of 60 feet wide Woodlaws Avenue as dedicated in aforementioned Phillips Cline Addition.

Parcel 2: Commencing at a point 858.97 feet South of the Northwest corner of the Northwest quarter of the Northwest quarter of Section 35, Township 36 North, Range 9 West of the 2nd P.M., on the West line thereof, thence South along said West line (belong the center line of Cline Avenue) a distance of 66.07 feet; thence East parallel to the North line of said quarter section is distance of 336.38 feet to a point lying on the Northerly projection on the Northerly projection center line of North Woodlaws Avenue; thence North along said Northerly projection of the center line of North Woodhaven Avenue a distance of 66.07 feet; thence West a distance of 336.32 feet to the place of beginning; in the Town of Griffith; Lake County, Indiana.

Assessor's Parcel Number: 45-07-35-101-018.000-006

