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WHEREAS Investor's Syndicate Credit Corporation and Family Nortgage Company have entered into a Purchasing and Servicing Agreement dated July 12, 1963, and arended by Agreement dated October 30, 1964, and

WHEREAS said Agreement relates to the acquisition and servicing of secured installment payment obligations sold to Investors Syndicate Credit Corporation, and

WHEREAS the payments on said installment payment obligations, together with other payments made incidental to such obligations, may be in form which require the endorsement of the unlessigned as payee, and

WHEREAS such payments may come into the possession of Investors Syndicate Credit Corporation, without the endorsement of the undersigned as payee, and

WHEREAS the undersigned desire to authorize Investors Syndicate Credit Corporation to correct ratters of record which may adversely affect the validity or priority of such secured installment payment obligations.

NOW THEREFORE, in consideration of the premises, the undersigned hereby make, constitute and appoint Investors Syndicate Credit Corporation of the County of Hennepin, State of Minnesota, the true and lawrul attorney, for, on the behalf and in the name of the undersigned to execute deeds of conveyance, assignments and releases of nortgages, and other security instruments, and to endorse, negotiate and deliver to the credit of Investors Syndicate Credit Corporation any promissory note, bill of emchange, check, draft, money order or any other instrument of debt or any other instrument for the transmission of money or credit to which the undersigned may be a party, with or without recourse, in payment of or on account of such installment obligations; said endorsement or transfer may be made by Investors Syndicate Credit Corporation by any means necessary to negotiate and deliver said instrument to the credit of Investors Syndicate Credit Corporation.

The powers herein granted, being coupled with an interest in Investors Syndicate Credit Corporation, shall be irrevocable until such time as all installment payment obligations purchased from the undersigned have been paid, or until such time as the undersigned have no liability, direct or indirect, primary or secondary, as to any such installment payment obligations.

Further, the undersigned hereby grant to Investors Syndicate Credit Corporation all other powers which may be requisite or proper to effectuate all or any powers listed above, or to effectuate the intentions expressed in the premises, with the same validity as if done by the undersigned, with full power of substitution, hereby ratifying and confirming all that Investors Syndicate Credit Corporation, or its substitute, shall lawfully do or cause to be done by virtue of these presents.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed by their & proper officers hereunto duly authorized and their seals to be hereto attached by like authority.

In the presence of:

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(Seal)\_

Osterna father or

FAMILY MORIGAGE CONTAIN

President

CONSOLIDATED MORTGAGE & INVESTMENT

CORPORATION >

President

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Dated: December 27, 1965

Managing Truste

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