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2001-03-29 12:30:58
Cook County Recorder 33.00



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POWER OF ATTORNEY

PIN# 1016-204-029-1026

Common Address 4901 Golf Rd., Skokie, Illinois 60077

PARCEL 1:

UNIT 302, AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE (HEREINAFTER REFERRED TO AS "PARCEL"):

THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE EAST 33 RODS OF SAID NORTHEAST 1/4; THENCE SOUTH 00 DEGREE, 03 MINUTES, 30 SECONDS WEST ON THE WEST LINE OF SAID EAST 33 RODS OF THE NORTHEAST 1/4, A DISTANCE OF 153.12 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, A DISTANCE OF 20.57 FEET FOR THE PLACE OF BEGINING OF THE TRACT OF LAND HEREINAFTER DESCRIBED; THENCE SOUTH 30 DEGREES, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 79.0 FEET; THENCE NORTH 60 DEGREES, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 100.41 FEET; THENCE NORTH 90 DEGREES, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 181.63 FEET; THENCE NORTH 00 DEGREE, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 79.0 FEET; THENCE NORTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 179.69 FEET; THENCE NORTH 00 DEGREE, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 10.0 FEET; THENCE SOUTH 79 DEGREES, 36 MINUTES, 32 SECONDS EAST, A DISTANCE OF 44.40 FEET; THENCE SOUTH 30 DEGREES, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 12.0 FEET; THENCE SOUTH 60 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 104.78 FEET TO THE PLACE OF BEGINNING; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM FILED AS LR2813918, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, AS SET FORTH IN DECLARATION OF EASEMENTS COVENANTS AND RESTRICTIONS DATED NOVEMBER 12, 1970 AND FILED NOVEMBER 17, 1970 AS LR2530976 AND AS CREATED BY DEED FROM HARRIS TRUST AND SAVINGS BANK, CORPORATION OF ILLINOIS AS TRUSTEE UNDER AGREEMENT DATED MAY 15, 1967 AND KNOWN AS TRUST NUMBER 32766 TO IRWIN L. ROTBERG AND AUDREY J. ROTBERG DATED AUGUST 29, 1975 AND FILED SEPTEMBER 22, 1975 AS LR2830536 FOR INGRESS AND EGRESS, IN COOK COUNTY, ILLINOS.

BOX 333-CTI

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BERNICE
BERNESE BANK
DURABLE POWER OF ATTORNEY
FOR PROPERTY

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BB
BERNICE
I, Bernese Bank, of Skokie, Illinois, appoint my husband, Max Bank (referred to below as "my Agent"), as my true and lawful attorney and agent, to act for me and in my name, in any way I could act in person, with respect to the following powers with reference to any interest from time to time owned by me in property, real or personal, wherever located ("property"), or other matters in which I from time to time may have a personal or financial interest:

- Property of Cook County Clerk's Office
- A. To deposit in or withdraw from any bank, trust company, savings association, safe deposit company, broker, or other depository or agent any money or other property and to examine or receive related records, including canceled checks.
 - B. To open and enter on my behalf any safe deposit box rented or held by me alone or jointly with others, at any time, to deposit in such box and to remove from such box any part or all of the contents thereof, including any security or tangible personal property, as often and as freely as I could do if personally present, and to cancel or modify the lease under which such box is rented and to surrender or exchange the same.
 - C. To pay my ordinary household expenses, to arrange for and pay the costs of the services of a companion for me, medical, nursing, hospital, convalescent, and other health care and treatment, including admission to hospitals and consent to treatment, and to make the application for insurance, pension, or employee benefits related to such health care and treatment.
 - D. To retain, invest in, acquire by purchase, subscription lease, or otherwise, manage, sell, contract to purchase or sell, grant, obtain, or exercise options to purchase, options to sell or conversion rights, assign, transfer, convey, deliver, endorse, exchange, pledge, mortgage, abandon, improve, repair, maintain, insure, lease for any term and otherwise deal with all property and to release and waive any right of homestead therein, if any.
 - E. To enter upon and demand possession of, maintain, manage, improve, subdivide, resubdivide, raze, alter, dedicate, vacate, partition, release, lease, or renew, amend, or extend leases for any term, contract to make leases, grant options to lease, or to purchase the whole or any part of the reversion, contract regarding the manner of fixing present or future rentals, grant easements or charges of any kind on or with respect to, and cultivate, irrigate, and operate, all interests in real estate now or hereafter owned by me, including beneficial interests in any trust and leasehold interests, and related improvements, equipment, and supplies, alone or with others, by general or limited partnerships, trust agreements, joint ventures, corporations, associations, sharecrop agreements, leases, management or agency agreements, participation in government programs, or otherwise.
 - F. To borrow from any source for any purpose and mortgage or pledge any property to any lender, including my Agent individually.

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- G. To make loans to any individuals with such security, rates of interest and loan duration as my Agent determines, in good faith, are adequate.
- H. To demand, sue for, receive, and otherwise take steps to collect or recover all debts, rents, proceeds, interest, dividends, annuities, securities for money, goods, chattels, bequests, income from property, damages, and all other property to which I may be entitled or which are or may become due me from any person or organization; to commence, prosecute, or enforce, or to defend, answer, or oppose, contest, and abandon all legal proceedings in which I am or may hereafter be interested; and to settle, compromise, or submit to arbitration any accounts, debts, claims, disputes, and matters now existing or which may hereafter arise between me and any other person or organization and to grant an extension of time for the payment or satisfaction thereof on any terms, with or without security.
- I. To continue to carry, purchase, cancel, or dispose of fire, casualty, property, or income protection, medical, hospital, life, liability, or other insurance and to pay any premiums thereon.
- J. To vote and give proxies to vote securities and approve or oppose mergers, consolidations, foreclosures, liquidations, reorganizations, or changes in the financial structure of any organization, and all other matters which may come before the shareholders; and to enter into voting trusts and other agreements restricting the voting, transfer, or other use or disposition of interests in any organization.
- K. To retain, continue, operate, manage, organize, acquire, invest in, terminate, and dispose of, alone or with others, proprietorships, corporations, limited or general partnerships, joint ventures, land trusts, or other business or property-holding organizations under the laws of any jurisdiction; to lease, sell, purchase, or otherwise transfer any property to or from, make further investments in or advance or loan funds to, with or without security, and incur obligations on account of or for the benefit of any such organization; and to employ any persons for such purposes and delegate to them such powers and discretions as my Agent considers advisable.
- L. To undertake performance of any and all acts, whether or not otherwise specifically enumerated herein, including the sale of any property or the borrowing of any funds, which my Agent considers necessary or appropriate in order to purchase United States treasury bonds redeemable at par in payment of federal estate taxes; provided, however, that nothing herein shall be construed as requiring my Agent to acquire any such bonds.
- M. To appear and represent me in regard to and to take all actions convenient or appropriate in connection with taxes imposed by any municipal, state, United States, or foreign authority or government relating to any tax liability or refund, abatement, or credit (including interest or penalties) due or alleged to be due from or to me or any other person or organization, association, or trust for which I am responsible for the preparation, signing, executing, verifying, acknowledging, or paying of any tax due or filing of a return or report, including, without limitation, federal or state income or gift tax, for any and all taxable years or periods; and for such purposes to inspect or receive copies of any tax returns filed by or for

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me, reports, or other papers or documents, compromises, or adjustments of any and all claims.

- N.** To prepare, draw, make, sign, execute, seal, acknowledge, verify, discount, accept, endorse, with or without recourse on me, waive demand, notice and notice of protest, file, and deliver on my behalf any and all checks, options, orders, notes, drafts, overdrafts, certificates of deposit, bills of exchange, deeds, directions to land trustees, mortgages, leases, powers of sale, drafts, bonds (of indemnity or otherwise) and contracts, transfers, assignments, proxies, agreements, receipts, releases, release deeds, composition agreements, discharges, income or personal or intangible property or gift or other tax returns, estimates, declarations, certificates, schedules, statements, claims of abatement, refund or credit, protests, requests (including requests for rulings from proper authorities), applications, waivers (including waiver of restrictions on the assessment or collection of any deficiency or additional tax), acceptances (including acceptance of any determination or proposed determination of additional tax or overassessment or overpayment of tax, including interest and penalties), consents or waivers or agreements for a later determination and assessment and collection of taxes than is provided by applicable statutes of limitations, closing agreements (whether in respect of a tax liability or a specific matter or otherwise), petitions, pleadings, motions, stipulations, consents, and any other papers, documents, or writings or things, with or without guarantees, surety obligations, covenants, warranties, indemnifications, representations, powers of substitution, affirmations or otherwise.
- O.** To appoint and employ, with or without compensation, any accountants, attorneys at law, investment counsel, agents, servants, or other persons, including their agents and associates, and to dismiss or discharge the same and to appoint or employ any others in their stead as my true and lawful agents, to appear and represent me as to all matters covered by this power of attorney, or for any other purpose, including but not limited to, appearances before the Treasury Department of the United States, the United States Tax Court, the United States Court of Claims or any other court of the United States or the District of Columbia, or any state, municipal, or foreign court, and any department or official of the United States government or any state, municipal, or foreign government, with full power and authority to such agents to do any and all acts convenient or appropriate in connection with such matters, including the specific acts described above, and to substitute agents subsequent to the date of such appointment and prior to any revocation thereof, and to delegate or revoke the authority so granted to them.
- P.** To the extent my Agent thinks I might have done, to make, unconditionally or upon such terms and conditions as my Agent shall think fit, such donations or contributions to publicly supported charities, private operating foundations, and private foundations, all as defined in Section 170 of the Internal Revenue Code of 1986 (the "Code") or any equivalent statute. My Agent shall have sole discretion in making such donations or contributions, or my Agent may also make subscriptions, for any reason that my Agent determines such donations, contributions, or subscriptions shall be made.

- Q. To the extent my Agent thinks I might have done, to make, unconditionally or upon such terms and conditions as my Agent shall think fit, such gifts to any one or more of those persons consisting of my descendants and the spouses of my descendants in my Agent's sole discretion and for any reason my Agent determines; provided, however, that the total of all annual gifts to any one person shall not exceed the annual federal gift tax exclusion pursuant to Section 2503(b) of the Code, as amended from time to time (or twice the per donee exclusion if at the time of the gift my husband informs my Agent of his consent to split the gift under Section 2513 of the Code, as amended from time to time); and provided further, that any such gift shall be consistent with prudent estate planning or financial management and with my known or probable intent with respect to the disposition of my estate to my family.
- R. To pay, as my Agent shall think fit, any debts, or interest, payable by me, or taxes, assessments, and expenses due and payable or to become due and payable for my use and benefit, or for the use and benefit of any person to whom I have a legal obligation of support.
- S. To fund any trusts, revocable or irrevocable, which I have established either alone or with others, with any of my property, either real or personal, even though my Agent may be a trustee of such trust.
- T. To substitute and appoint in my Agent's place and stead (on such terms and at such salary or compensation as my Agent shall think fit) one or more agents to exercise for me as my Agent or agents any or all of the powers and authorities hereby conferred, and to revoke any such appointment from time to time, and to substitute or appoint any other or others in the place of such agent or agents, as my Agent shall, from time to time, think fit.
- U. Finally (without prejudice to and in enlargement of the authority above conferred) to execute each and every instrument, to undertake each and every obligation, and to take from time to time any and all action of whatsoever nature and with relation to any matters whatsoever, whether or not specifically mentioned herein, and to exercise in respect thereto as full and complete power and discretion as I myself might or could do.

My Agent shall exercise or omit to exercise the powers and authorities granted herein in each case as my Agent in my Agent's own absolute discretion deems desirable or appropriate under existing circumstances. I hereby ratify and confirm as good and effectual, at law or in equity, all that my Agent, and any agents appointed by my Agent, and their agents, associates, and substitutes, may do by virtue hereof. However, despite the above provisions, nothing herein shall be construed as imposing a duty on my Agent to act or assume responsibility for any matters referred to above or other matters even though my Agent may have power or authority hereunder to do so.

If any power or authority hereby sought to be conferred upon my Agent should be invalid or unexercisable for any cause or not recognized by any person or organization dealing with my Agent, the

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remaining powers and authorities given to my Agent hereunder shall nevertheless continue in full force and effect.

Each person, partnership, corporation, or other legal entity relying or acting upon this power of attorney shall be entitled to presume conclusively that this power of attorney is in full force and effect unless written notice shall have been given by me to such person, partnership, corporation, or other legal entity that this power has been revoked. In addition, revocation of the appointment of my Agent shall not be effective until my Agent has received actual notice of its revocation in writing from me and delivered to my Agent; until receipt of such actual notice, my Agent shall not be liable to me for any action taken by my Agent.

No person, partnership, corporation, or legal entity relying upon this power of attorney shall be required to see to the application and disposition of any moneys, stocks, bonds, securities, or other property paid to or delivered to my Agent, or my Agent's substitute, pursuant to the provisions hereof.

The powers granted in this power of attorney shall continue without interruption until my death unless previously revoked by me.

In the event that a guardian of my estate is to be appointed, I nominate my husband, Max Bank, to serve in such capacity.

In the event of the death, resignation, refusal, failure or inability of Max Bank to act as my Agent or guardian hereunder, I appoint my daughter, Francine Pink, to be his successor as my Agent or guardian, the case may be. Each successor Agent shall be vested with all the powers and rights granted hereby as if originally named my Agent herein.

I am fully informed as to all the contents of this Power of Attorney and understand the full impact of the grant of powers herein and I execute this Power of Attorney on July 29, 1998.

BB

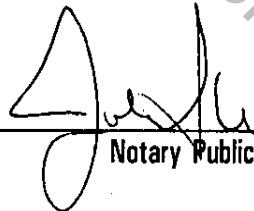
Bernice Bank
Bernice Bank
BERNICE

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a notary public in and for the above county and state, certifies that ^{Bernese} Bernese Bank, personally known to me to be the same person whose name is subscribed to the foregoing power of attorney, appeared before me in person, and acknowledged that she signed and delivered the instrument as her free and voluntary act, for the uses and purposes therein set forth. B13

Dated: July 29, 1998


Notary Public

OFFICIAL SEAL
JAMES S. WORTHEN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 7/7/98



OFFICIAL SEAL
JOYCE M TAYLOR
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. APR. 1, 2001

This document was prepared by:

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