

93

ILLINOIS STATUTORY

SHORT FORM POWER OF

ATTORNEY FOR PROPERTY



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(NOTICE: THE PURPOSE OF THIS POWER OF ATTORNEY IS TO GIVE THE PERSON YOU DESIGNATE (YOUR "AGENT") BROAD POWERS TO HANDLE YOUR PROPERTY, WHICH MAY INCLUDE POWERS TO PLEDGE, SELL OR OTHERWISE DISPOSE OF ANY REAL OR PERSONAL PROPERTY WITHOUT ADVANCE NOTICE TO YOU OR APPROVAL BY YOU. THIS FORM DOES NOT IMPOSE A DUTY ON YOUR AGENT TO EXERCISE GRANTED POWERS; BUT WHEN A POWER IS EXERCISED, YOUR AGENT WILL HAVE TO USE DUE CARE TO ACT FOR YOUR BENEFIT AND IN ACCORDANCE WITH THIS FORM. A COURT CAN TAKE AWAY THE POWERS OF YOUR AGENT IF IT FINDS THE AGENT IS NOT ACTING PROPERLY. YOU MAY NAME SUCCESSOR AGENTS UNDER THIS FORM BUT NOT CO-AGENT. UNLESS YOU EXPRESSLY LIMIT THE DURATION OF THIS POWER IN THE MANNER PROVIDED BELOW, UNTIL YOU REVOKE THIS POWER OR A COURT ACTING ON YOUR BEHALF TERMINATES IT, YOUR AGENT MAY EXERCISE THE POWERS GIVEN HERE THROUGHOUT YOUR LIFETIME, EVEN AFTER YOU BECOME DISABLED. THE POWERS YOU GIVE YOUR AGENT ARE EXPLAINED MORE FULLY IN SECTION 3-4 OF THE ILLINOIS "STATUTORY SHORT FORM POWER OF ATTORNEY FOR PROPERTY LAW." THAT LAW EXPRESSLY PERMITS THE USE OF ANY DIFFERENT FORM OF POWER OF ATTORNEY YOU MAY DESIRE. IF THERE IS ANYTHING ABOUT THIS FORM THAT YOU DO NOT UNDERSTAND, YOU SHOULD ASK A LAWYER TO EXPLAIN IT TO YOU.)

POWER OF ATTORNEY
MADE THIS 2nd DAY OF AUGUST, 2001

1. I, Carl R. Bridges, hereby appoint my attorney, John Livingston, as my attorney-in-fact (my "agent") to act for me and in my name (in any way I could act in person) with respect to the following powers, as defined in Section 3-4 of the "Statutory Short Form Power of Attorney for Property Law" (including all amendments), but subject to any limitations on or additions to the specified powers inserted in paragraph 2 or 3 below:

(YOU MUST STRIKE OUT ANY ONE OR MORE OF THE FOLLOWING CATEGORIES OF POWER YOU DO NOT WANT YOUR AGENT TO HAVE, FAILURE TO STRIKE THE TITLE OF ANY CATEGORY WILL CAUSE THE POWERS DESCRIBED IN THAT CATEGORY TO BE GRANTED TO THE AGENT, TO STRIKE OUT A CATEGORY YOU MUST DRAW A LINE THROUGH THE TITLE OF THAT CATEGORY.)

- (a) Real estate transactions.
- (b) ~~Financial institution transfers.~~
- (c) ~~Stock and bond transactions.~~
- (d) ~~Tangible personal property transactions.~~
- (e) ~~Safe deposit box transactions.~~

BOX 333-CT1

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- (f) ~~Insurance and annuity transactions.~~
- (g) ~~Retirement plan transactions.~~
- (h) ~~Social Security, employment and military service benefits.~~
- (i) ~~Tax matters.~~
- (j) ~~Claims and litigation.~~
- (k) ~~Commodity and option transactions.~~
- (l) ~~Business operations.~~
- (m) Borrowing transactions.
- (n) ~~Estate transactions.~~
- (o) ~~All other property powers and transactions.~~

SEE EXHIBIT A ATTACHED HERETO FOR STREET ADDRESS AND PERMANENT TAX INDEX NUMBER(S).

THIS DOCUMENT PREPARED BY AND MAIL TO:

Rusty A. Payton, P.C.
2114 West Roscoe
Chicago, Illinois 60618

2. The powers granted above shall not include the following powers or shall be modified or limited in the following particulars (here you may include any specific limitations you deem appropriate, such as a prohibition or conditions on the sale of particular stock or real estate or special rules on borrowing by the agent): NOT APPLICABLE

3. In addition to the powers granted above, I grant my agent the following powers (here you may add any other delegable powers including, without limitation, power to make gifts, exercise powers of appointment, name or change beneficiaries or joint tenants or revoke or amend any trust specifically referred to below): NONE

4. My agent shall have the right by written instrument to delegate any or all of the foregoing powers involving discretionary decision-making to any person or persons whom my agent may select, but such delegation may be amended or revoked by any agent (including any successor) named by us who is acting under this power of attorney at the time of reference.

5. ~~My agent shall be entitled to reasonable compensation for services rendered as agent under this power of attorney.~~

6. This power of attorney shall become effective on August 2, 2001.

7. This power of attorney shall terminate upon the closing of the real estate transaction referenced in Exhibit A.

8. If any agent named by me shall die, become legally disabled, resign or refuse to act, I name the following (each to act alone and successively, in the order named) as successor(s) to such agent: NONE

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9. If a guardian of my person is to be appointed, I nominate the following to serve as such guardian:

NONE

10. If a guardian of my estate (my property) is to be appointed, I nominate the following to serve as such guardian:

NONE

11. This document consists of 5 typewritten pages, including this page.

[continued]

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EXHIBIT A

Refinance of the real property and improvements located at 2114 West Roscoe, Chicago, Illinois

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CONTINUING GUARANTY (Unlimited)

(For Consumer or Business Transactions)

Dated AUGUST 16, 2001

GUARANTY. For value received, and to induce Associated Bank Chicago

of

200 E Randolph Dr, Chicago, Illinois ("Lender"), to extend credit or to grant or continue other credit accommodations to 2114 ROSCOE, LLC ("Debtor"),

the undersigned jointly and severally guarantee payment of the Obligations defined below when due or, to the extent not prohibited by law, at the time any Debtor becomes the subject of bankruptcy or other insolvency proceedings. "Obligations" means all loans, drafts, overdrafts, checks, notes, and all other debts, obligations and liabilities of every kind and description, whether of the same or a different nature, arising out of credit previously granted, credit contemporaneously granted or credit granted in the future by Lender to any Debtor, to any Debtor and another, or to another guaranteed or endorsed by any Debtor. Obligations include interest and charges and the amount of payments made to Lender or another by or on behalf of any Debtor which are recovered from Lender by a trustee, receiver, creditor or other party pursuant to applicable federal or state law, and to the extent not prohibited by law, all costs, expenses and attorneys' fees at any time paid or incurred before and after judgment in endeavoring to collect all or part of any of the above, or to realize upon this Guaranty, or any collateral securing any of the above, including those incurred in successful defense or settlement of any counterclaim brought by Debtor or the undersigned or incident to any action or proceeding involving Debtor or the undersigned brought pursuant to the United States Bankruptcy Code. Unless a lien would be prohibited by law or would render a nontaxable account taxable, the undersigned grant to Lender a security interest and lien in any deposit account any of the undersigned may at any time have with Lender. Lender may, at any time after the occurrence of an event of default and notice and opportunity to cure, if required by applicable law, set-off any amount unpaid on the Obligations against any deposit balances any of the undersigned may at any time have with Lender, or other money now or hereafter owed any of the undersigned by Lender. This Guaranty is also secured (to the extent not prohibited by law) by all existing and future security agreements between Lender and any of the undersigned and by any mortgage stating it secures guaranties of any of the undersigned. This Guaranty is valid and enforceable against the undersigned even though any Obligation is invalid or unenforceable against any Debtor.

WAIVER. To the extent not prohibited by applicable law the undersigned expressly waive (a) notice of the acceptance of this Guaranty, the creation of any present or future Obligation, default under any Obligation, proceedings to collect from any Debtor or anyone else, (b) all diligence of collection and presentment, demand, notice and protest, (c) any right to disclosures from Lender regarding the financial condition of any Debtor or guarantor of the Obligations or the enforceability of the Obligations, and (d) all other legal and equitable surety defenses. No claim, including a claim for reimbursement, subrogation, contribution or indemnification which any of the undersigned may, as a guarantor of the Obligations, have against a co-guarantor of any of the Obligations or against any Debtor shall be enforced nor any payment accepted until the Obligations are paid in full and no payments to or collections by Lender are subject to any right of recovery.

CONSENT. To the extent not prohibited by applicable law, with respect to any of the Obligations, Lender may from time to time before or after revocation of this Guaranty without notice to the undersigned and without affecting the liability of the undersigned (a) surrender, release, impair, sell or otherwise dispose of any security or collateral for the Obligations, (b) release or agree not to sue any guarantor or surety, (c) fail to perfect its security interest in or realize upon any security or collateral, (d) fail to realize upon any of the Obligations or to proceed against any Debtor or any guarantor or surety, (e) renew or extend the time of payment, (f) increase or decrease the rate of interest or the amount of the Obligations, (g) accept additional security or collateral, (h) determine the allocation and application of payments and credits and accept partial payments, (i) determine what, if anything, may at any time be done with reference to any security or collateral, and (j) settle or compromise the amount due or owing or claimed to be due or owing from any Debtor, guarantor or surety, which settlement or compromise shall not affect the undersigned's liability for the full amount of the unpaid Obligations. The undersigned acknowledge and agree that the undersigned shall not be released from this Guaranty by a judgment, settlement, release or other discharge of the indebtedness of the Debtor, other guarantor or third party liable on the Obligations. The undersigned expressly consent to and waive notice of all of the above. To the extent not prohibited by law, the undersigned consent that venue for any legal proceeding relating to the collection of this Guaranty shall be, at Lender's option, the county in which Lender has its principal office in this state, the county in which any of the undersigned resides or the county in which this Guaranty was executed by the undersigned.

PERSONS BOUND. This Guaranty benefits Lender, its successors and assigns, and binds the undersigned, their respective heirs, personal representatives, successors and assigns. This Guaranty shall continue in full force and effect notwithstanding any change in structure or status of Debtor, whether by merger, consolidation, reorganization or otherwise.

ENTIRE AGREEMENT. This Guaranty is intended by the undersigned and Lender as a final expression of this Guaranty and as a complete and exclusive statement of its terms, there being no conditions to the full effectiveness of this Guaranty. This Guaranty may not be supplemented or modified except in writing. This Guaranty includes additional provisions on the reverse side.

(SEAL)

(Type of Organization)

(SEAL)

John Livingston
JOHN LIVINGSTON (SEAL)

Carl Bridges by John Livingston his Attorney in Fact
(SEAL)

Rusty Payton
(SEAL)

2114 W ROSCOE, CHICAGO, IL 60618
(Address)

FOR LENDER CLERICAL USE ONLY

If any transaction guaranteed is a consumer transaction or subject to the Federal Reserve Regulation AA ("Reg AA"), each guarantor should also sign a Consumer WBA 156 "Explanation of Personal Obligation." Alternatively, if the guaranty is not subject to Reg AA, the guarantor may receive copies of documents which evidence the customer's obligation to pay.

Copies of documents or WBA 156 Documents Delivered: or may be required..... 156 Delivered

Acknowledgement of signature on reverse side.

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ADDITIONAL PROVISIONS

REPRESENTATIONS. The undersigned acknowledge and agree that Lender (a) has not made any representations or warranties with respect to, (b) does not assume any responsibility to the undersigned for, and (c) has no duty to provide information to the undersigned regarding, the enforceability of any of the Obligations or the financial condition of any Debtor or guarantor. **The undersigned has independently determined the creditworthiness of Debtor and the enforceability of the Obligations and until the Obligations are paid in full will independently and without reliance on Lender continue to make such determinations.**

REVOCATION. This is a continuing guaranty and shall remain in full force and effect until Lender receives written notice of its revocation signed by the undersigned or actual notice of the death of the undersigned. Upon revocation by written notice or actual notice of death, this Guaranty shall continue in full force and effect as to all Obligations contracted for or incurred before revocation, and as to them Lender shall have the rights provided by this Guaranty as if no revocation had occurred. Any renewal, extension or increase in the interest rate of any such Obligation, whether made before or after revocation, shall constitute an Obligation contracted for or incurred before revocation. Obligations contracted for or incurred before revocation shall also include credit extended after revocation pursuant to commitments made before revocation. Revocation by one of the undersigned shall not affect any of the liabilities or obligations of any of the other undersigned and this Guaranty shall continue in full force and effect with respect to them.

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ACKNOWLEDGEMENT

STATE OF ILLINOIS

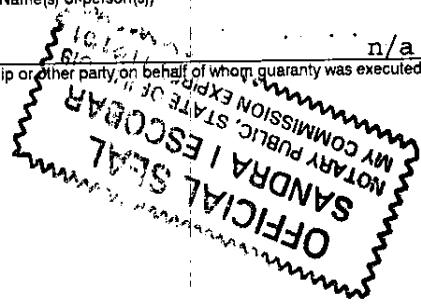
COUNTY OF Cook } SS.

This instrument was acknowledged before me on AUGUST 16, 2001 by JOHN LIVINGSTON

*Rusty Payton
Carl Bridges*

_____ (Name(s) of person(s)) (as n/a)
(If not signing in individual capacity, indicate type of authority, e.g., officer, trustee, etc.)

of _____ (and name of corporation, partnership or other party, on behalf of whom guaranty was executed.)



[Signature]

(Notary Signature)

Notary Public, _____ County, Ill.

My Commission (Expires) (Is) _____

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CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1409 007944833 NSC
STREET ADDRESS: 2114 WEST ROSCOE
CITY: CHICAGO **COUNTY:** COOK
TAX NUMBER: 14-19-313-038-0000

LEGAL DESCRIPTION:

LOT 23 IN BLOCK 3 IN C.T. YERKE'S SUBDIVISION OF BLOCKS 33 TO 36 AND 41 TO 44 OF EXECUTORS OF W.E. JONES SUBDIVISION OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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