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Cook County Recorder 27.50



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FIRST AMERICAN  
LENDERS ADVANTAGE  
ORDER # LAR 96851

Power of Attorney  
1 of 2

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## ILLINOIS STATUTORY SHORT FORM POWER OF ATTORNEY FOR PROPERTY

(Notice: The purpose of this Power of Attorney is to give the person you delegate (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 powers are exercised, your Agent will have to use due care to act for your benefit and in accordance with this form and keep a record of receipts, disbursements and significant actions taken: Agent. A court can take away the powers of your Agent if it finds that the Agent is not acting properly. You may name successor Agents under this form but no Co-Agents, unless you expressly limit the duration of this power in the manner provided below, until you revoke the 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 of which this form is a part. That law expressly permits the use of any different form or 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 11 day of January, 19 2002

1. I, Welf Richard Werner, hereby appoint my wife, Donna Werner, 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 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:

**A. Real Estate Transaction & Lending Transactions.**

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

The Agent's power is limited to signing any and all documents concerning the real estate refinance transaction for the real property located at 21 West Cuthbert #4L, and any powers referenced in paragraph 3 hereof. Chicago, Illinois 60610

PIN# 17-04-24-043-1024

3. The authority herein shall include: such incidental acts as are reasonably required to carry out and perform the specific authorities granted herein, including without limitation the making, executing, acknowledging and delivering of all contracts, deeds, notes, trust deeds, mortgages, assignments of rents, waivers of homestead rights, affidavits, bills of sale and other instruments, including specifically a note and mortgage creating a lien on the premises to secure such note in favor of a lender and endorsing and negotiating checks and bills of exchange and I hereby ratify and confirm all such acts of my Agent.

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 me who is acting under this Power of Attorney.

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 January 16, 2002

7. This Power of Attorney shall terminate. January 21, 2002

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

For purposes of this Paragraph 8, a person shall be considered to be incompetent if and while the person is a minor or an adjudicated incompetent or disabled person or the person is unable to give prompt and intelligent consideration to business matters, as certified by a licensed physician.

9. If a Guardian of my estate (my property) is to be appointed, I nominate the Agent acting under this Power of attorney as such Guardian, to serve without bond or security.

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10. I am fully informed as to all the contents of this form and understand the full import of this grant of powers to my Agent.

Signed: Richard Werner

**WITNESSES:**

NAME \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

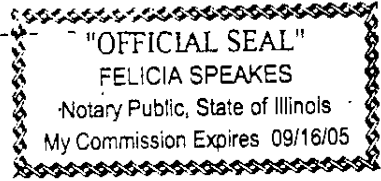
**THIS POWER OF ATTORNEY WILL NOT BE EFFECTIVE UNLESS IT IS NOTARIZED**

State of Illinois )  
Country of Cook ) SS.

The undersigned, a notary public in and for the above county and state, certified that Richard Werner known to me to be the same person whose name is subscribed as principal to the forgoing Power of Attorney act of the principal, for the uses and purposes therein set forth (and certified to the correctness of the signature(s) of the Agent(s))

Dated: 01-11-02

Felicia Speakes  
Notary Public  
My Commission Expires: 09-16-05



Prepared by and:  
Donna Werner  
21 W. Gore Ave  
Chicago IL 60610

Send To  
County Clerk's Office

20098338

LEGAL DESCRIPTION:

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UNIT 4-L DESCRIBED IN SURVEY DELINEATED ON AND ATTACHED TO AND A PART OF A DECLARATION OF CONDOMINIUM OWNERSHIP REGISTERED ON THE 30TH DAY OF DECEMBER 1977 AS DOCUMENT NUMBER LR2991061 TOGETHER WITH AN UNDIVIDED 174943 PERCENTAGE INTEREST (EXCEPT THE UNITS DELINEATED AND DESCRIBED IN SAID SURVEY) IN AND TO THE FOLLOWING DESCRIBED PREMISES: LOTS 1, 3, AND 4 I THE RESUBDIVISION OF THE WEST 1/2 AND THE WEST 9 FEET OF THE EAST 1/2 OF SUBLOTS 2 AND 3 OF LOT 4, TOGETHER WITH LOTS 19 AND 20 IN WEBER AND FISCHER'S SUBDIVISION OF LOT 3 AND THE NORTH 1/2 OF LOT 2 IN BRONSON'S ADDITION TO CHICAGO, IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN N COOK COUNTY, ILLINOIS

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due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the

*DRJA by DRJA her attorney in fact*