

**POWER OF ATTORNEY**



0020393933

1. **Appointment.** I, Bernadette M. Kettwig, do hereby make, constitute and appoint Jeffrey D. Kettwig as my true and lawful attorney-in-fact ("Attorney") for the express purpose of acting in my place and stead with respect to the purchase of the property (the "Property") commonly known as 3115 S. Michigan Avenue, Unit 206, Illinois, as further described in the attached Exhibit A.

2. **Scope of Authority.** (a) My Attorney shall have full power and authority to take, at any time and from time to time during the period from and after the date hereof until such time as such appointment shall be revoked by me in accordance with Paragraph 4 below, any or all of the following actions, for me, and in my name, place and stead, on behalf of me individually:

- (i) to sign, execute, acknowledge, agree and deliver any and all contracts, agreements, amendments, assignments, affidavits, certificates, or any other instruments or documents of whatsoever kind or nature in any way relating to or connected with the Property; and
- (ii) to execute, deliver, receive and accept any document or instrument relating to the consummation of the sale and acquisition of the Property, including, but not limited to any deeds, affidavits, closing statements, transfer declarations, certifications, disclosure documents, letters of direction, assignments, ALTA statements, FIRPTA affidavits, and any other closing documents required by the title company or deemed necessary, reasonable, proper or convenient by my Attorney in connection with the acquisition of the Property;
- (iii) to negotiate for any loans or other extensions of credit in connection with the Property and to sign, endorse, execute, acknowledge, deliver, receive and accept any documents of whatever kind or nature (including without limitation any and all notes, mortgages, loan agreements, assignment of leases and rents, security agreements, financing statements, guarantees, letter of credit agreements, side letter agreements, assignments, affidavits, certificates and indemnities) in connection with or relating to any loans or other extensions of credit associated with the Property, or the acquisition, financing, development, construction, ownership or operation thereof, including without limitation, the anticipated loan from Washington Mutual Bank, F.A. in the principal amount of \$136,600; and

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- (iv) to execute and deliver and take any action of whatever kind and nature as may be necessary or proper in the exercise of the rights and powers herein granted, with full powers of substitution and revocation.

(b) I do hereby give and grant to my Attorney full power and authority to do and perform all and every act, deed and thing whatsoever in and about my estate, property and affairs, as fully and effectually and to all intents and purposes as I might or could do in my own proper person, if personally present and acting, the above specially enumerated powers being in aid and exemplification of the full, complete and general power herein granted and not in limitation, restriction, or definition thereof; and I do hereby ratify and confirm that my Attorney shall lawfully do or cause to be done by virtue of these presents.

(c) I hereby declare that any act or thing lawfully done hereunder by my Attorney shall be binding on myself and my heirs, legal and personal representatives, legatees, devisees, and all persons claiming under or through me, and even though such act or thing shall have been done after my death or other revocation of this instrument unless my Attorney received reliable knowledge or notice thereof prior to the doing of such act or thing.

3. **Construction.** This instrument is to be construed and interpreted as a limited power of attorney. Nonetheless, the enumeration of specific items, acts, rights and powers herein does not limit or restrict, and it is not to be construed or interpreted as limiting or restricting, the general powers granted to my Attorney hereunder.

4. **Revocation.** Revocation of the appointment of my Attorney by me shall not be effective until my Attorney has received notice of his revocation, in the form of written notification of any such revocation executed by me and delivered to my Attorney, and my Attorney shall not be liable to me for any action taken by my Attorney prior to receipt of such actual notice. Unless otherwise revoked by me in accordance with the terms of the preceding sentence, this appointment of my Attorney shall continue in effect during any period of disability or incompetency, regardless of whether such disability or incompetency has been judicially determined.

5. **No Bond Required.** My Attorney shall not be obligated to furnish bond or other security.

6. **Reliance By Third Parties.** No person or organization dealing with my Attorney shall be required to see to the application of any money or property paid or delivered to my Attorney.

7. **Indemnification of Attorney.** My Attorney shall not at any time be held liable for any action taken or not taken or for any loss or depreciation in the value of any property, whether due to an error of judgment or otherwise, where my Attorney has exercised good faith in the exercise of his duties. My Attorney shall be deemed to have exercised good faith in the exercise of his duties unless the contrary shall be proved by affirmative evidence. My Attorney shall not be personally liable on any obligation of mine. I hereby agree to indemnify and hold harmless each of my Attorney from any loss arising out of any action, suit or proceeding, either actual or threatened, in which my Attorney has been made a party (or has been



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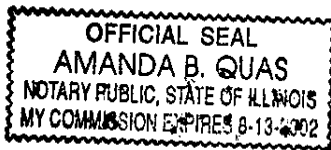
Acknowledged and Agreed:

Jeffrey D. Kettwig  
Jeffrey D. Kettwig

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for, the said county in the State aforesaid, DO HEREBY CERTIFY that Jeffrey D. Kettwig, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 29<sup>th</sup> day of March, 2001.



Amanda B. Quas  
Notary Public  
My Commission Expires 8/13/02

