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2003-03-21 07:51:01
Cook County Recorder 58.50

LIMITED DURABLE POWER OF ATTORNEY OF

JACKIE CLAUDET-MITTERER



I, Jackie Claudet-Mitterer, as principal (hereinafter referred to as the "Principal") have this day appointed Michael Mitterer to serve as my attorney-in-fact and agent (hereinafter referred to as "Agent") and to exercise the powers and discretions set forth below.

By this instrument I intend to create a Limited Durable Power of Attorney under IL 60657 law.

SECTION 1: LIMITED GRANT OF POWER

My Agent is authorized to exercise only the powers and discretions explicitly enumerated below:

Contract for, purchase, receive and take possession of to sell, exchange, grant or convey with or without warranty; mortgage, transfer in trust or hypothecate the property located at 1253 W. Eddy #1, Chicago, Illinois; endorse, sign, seal, execute and deliver any and all mortgages Deeds of Trust, Deed of Trust Notes, notes or bonds, financing statement, checks, drafts or other negotiable instruments and other written instrument(s) of whatever kind reasonably required to effectuate this loan; execute in my name and behalf such papers and documents as may be required to obtain and consummate a mortgage loan including but not limited to mortgage loans guaranteed and/or insured by FHA or otherwise, and to execute such documents as may be required to execute loan settlement statements, and statements required by the Federal Truth-in Lending Law or Real Estate Settlement Procedures Act of 1975, and any and all other papers necessary or proper to obtain and consummate said loan;

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SECTION 2: INCIDENTAL POWERS

In connection with the exercise of the powers and discretions described above in Section 1, my Agent is fully authorized and empowered to perform any acts, and to execute and deliver any documents, instruments, affidavits, certificates and papers reasonably necessary or appropriate to such exercise or exercises.

SECTION 3: THIRD PARTY RELIANCE

For the purpose of inducing all persons, organizations, corporations and entities, including but not limited to any bank, broker, custodian, insurer, lender, transfer agent, taxing authority, governmental agency, or other party, all of whom will be referred to in this Section as a "Person", to act in accordance with the instructions of my Agent as authorized in this instrument with respect to my property matters, I hereby represent, warrant and agree that:

Handwritten signature: Anita Barnett

Lawyers Title Insurance Corporation

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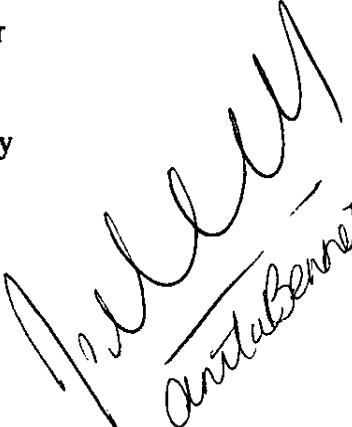
A. No Third Party Liability for Revocation and Amendments. If this instrument is revoked or amended for any reason, I, my estate and my personal representative will hold any person, organization, corporation or entity, (hereinafter referred to in the aggregate as the "Person"), harmless from any loss suffered, or liability incurred by such Person in acting in accordance with the instructions of my Agent acting under this instrument prior to the receipt by such Person of actual written notice of any such revocation or amendment.

B. Agent Has Power to Act Alone. The powers conferred on my Agent by this instrument may be exercised by my Agent alone and my Agent's signature or act under the authority granted in this instrument may be accepted by persons as fully authorized by me and with the same force and effect as if I were personally present, competent and acting on my own behalf. Consequently, all acts lawfully done by my Agent hereunder are done with my consent and shall have the same validity and effect as if I were personally present and personally exercised the powers myself and shall inure to the benefit of and bind me and my estate and my personal representative.

C. No Third Party Liability for Reliance on Agent. No Person who relies in good faith on the authority of my Agent under this instrument shall incur any liability to me, my estate or my personal representative. In addition, no Person who acts in reliance on any representations my Agent may make as to (a) the fact that my Agent's powers are then in effect, (b) the scope of my Agent's authority granted under this instrument, (c) my competency at the time this instrument is executed, (d) the fact that this instrument has not been revoked or amended, or (e) the fact that my Agent continues to serve as my Agent shall incur any liability to me, my estate or my personal representative for permitting my Agent to exercise any such authority, nor shall any Person who deals with my Agent be responsible to determine or insure the proper application of funds or property by my Agent. Any party dealing with any Person named as Agent (including any Person named as an Alternate Agent hereunder) may rely on as conclusively correct an affidavit or certificate of such Agent that (i) my Agent's powers are then in effect, (ii) the action my Agent desires to take is within the scope of my Agent's authority granted under this instrument, (iii) I was competent at the time this instrument was executed, (iv) this instrument has not been revoked, and/or (v) my Agent continues to serve as my Agent.

D. Authorization to Release Information to Agent. All Persons from whom my Agent may request information regarding me, my personal or financial affairs or any information which I am entitled to receive are hereby authorized to provide such information to my Agent without limitation and are released from any legal liability whatsoever to me, my

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estate or my personal representative for complying with my Agent's requests.

SECTION 4: DURABILITY PROVISION

This power of attorney shall not be affected by my subsequent disability or incapacity, or lapse of time.

SECTION 5: ADMINISTRATIVE PROVISIONS

The following provisions shall apply:

A. Reimbursement and Compensation of Agent. My Agent shall be entitled to reimbursement for all reasonable costs and expenses, including reasonable attorney's fees, actually incurred and paid by my Agent on my behalf at any time under any provision of this instrument. My Agent shall not be entitled to compensation for services rendered hereunder.

B. Waiver of Act or Omission and Commission. My Agent (and my Agent's estate and personal representative), acting in good faith, is hereby released and forever discharged from any and all civil liability and from all claims or demands of all kinds whatsoever by me or my estate and personal representative arising out of the acts or omissions of my Agent, except for willful misconduct or gross negligence.

C. Severability. If any part of any provision of this instrument shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provision or the remaining provisions of this instrument.

D. Governing Law and Applicability to Foreign Jurisdictions. This instrument shall be governed by the laws of the State of IL 60657 in all respects, including its validity, construction, interpretation and termination. To the extent permitted by law, this power of attorney shall be applicable to all property of mine, real, personal, intangible or mixed, wherever and in whatever state of the United States or foreign country the situs of such property is at any time located and whether such property is now owned by me or hereafter acquired by me or for me by my Agent.

E. Definitions. Whenever the word:

- i. "Agent" or any modifying or equivalent word or substituted pronoun therefore is used in this instrument, such word or words shall be held and taken to include both

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the singular and the plural, the masculine, feminine and neuter gender thereof.

ii. "I", "me", "my", "mine" or any modifying or equivalent word or substituted pronoun therefore is used in this instrument, such word or words shall be held and taken to refer to the Principal and his or her respective possessive pronouns.

F. Revocation, Amendment and Resignation. This instrument may be amended or revoked by me at any time by the execution by me of a written instrument of revocation or amendment, delivered to my Agent and to all Successor Agents. If this instrument has been filed or recorded in the public records, then the instrument of revocation or amendment shall be filed or recorded in the same public records. My Agent and any Successor Agents may resign by the execution of a written resignation delivered to me or, if I am mentally incapacitated, by delivery to any person with whom I am residing or who has the care and custody of me or, in the case of an Agent's resignation, by delivery to the Successor Agent. If my spouse has been appointed my Agent or a Successor Agent hereunder and subsequent to the execution of this instrument my spouse and I are legally separated or divorced, or in the event that such an action is pending, such legal separation, divorce, or pending action shall automatically and without notice remove my spouse as Agent or Successor Agent.

G. Counterpart Originals. If this instrument has been executed in multiple counterpart originals, each such counterpart original shall have equal force and effect.

H. Photocopies. My Agent is authorized to make photocopies of this instrument as frequently and in such quantity as my Agent shall deem appropriate. Each photocopy shall have the same force and effect as any original.

G. Binding Effect. This instrument and actions taken by my Agent properly authorized hereunder shall be binding on me, my estate and my personal representative.

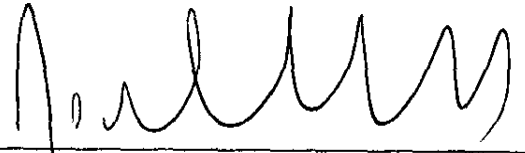
IN WITNESS WHEREOF, I have executed this Durable Limited Power of Attorney this 6 day of February, 2023.

PRINCIPAL

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Paul W. [Signature]
attorney

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Jackie Claudet-Mitterer

SUBSCRIBED AND SWORN TO before me this 6 day of
February, 2003, by Jackie Claudet-Mitterer.

My Commission Expires:

8-10-2004



LEGAL DESCRIPTION:

UNIT NO.1253-1 IN THE LAKEWOOD LIMITED CONDOMINIUM, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, AS DEFINED AND DELINEATED IN THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 90523736, AS AMENDED FROM TIME TO TIME, IN THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN#14-20-307-037-1001

PROPERTY ADDRESS: 1253 W. EDDY, UNIT#1, CHICAGO, IL 60657

PREPARED BY:

MAIL TO:

JACKIE CLAUDET MITTERER

1253 W. EDDY, UNIT#1

CHICAGO, IL 60657



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