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Tracy

Doc#: 0324702066
Eugene "Gene" Moore Fee: \$50.00
Cook County Recorder of Deeds
Date: 09/04/2003 07:54 AM Pg: 1 of 3

DURABLE POWER OF ATTORNEY
TO REFINANCE A LOAN SECURED BY REAL PROPERTY

THE STATE OF ILLINOIS
COUNTY OF COOK

KNOW ALL MEN BY THESE PRESENTS:

THAT I, TRACY KENNEY, of the County of COOK, State of ILLINOIS, as of this date and by this document do nominate, constitute, and appoint RALPH MUENTZER, of COOK County, ILLINOIS, my true and lawful attorney-in-fact, to act in, manage, and conduct all of my affairs, and for that purpose for me and in my name, place and stead, and for my use and benefit, and as my act and deed, to do and execute, or concur with persons jointly interested with me in the doing or executing of every act, deed, or thing I could do or execute in connection with the exercise of the power granted herein, including all or any of the following acts, deeds and things:

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- To refinance, the hereinafter described real property (hereinafter referred to as the "Property") together with all improvements and personal property situated thereon, to-wit:
330 N. JEFFERSON CT, UNIT 1108, CHICAGO, IL 60664
- To pay all cost, expenses or other claims; to make, sign, execute, acknowledge and deliver a Note and Deed of Trust covering the Property to or for my benefit and to bind me pursuant thereto, on such form or forms and pursuant to such terms as provided by the lender;
- For me and in my place and stead to execute any and all instruments pursuant to such Loan, Note and Deed of Trust, including, but not limited to, closing statements, disclosure statements, water district notices, waivers as may be required incident to or pursuant to such loan;
- To take, hold, possess, convey, lease, let, or otherwise manage any or all of my real, personal, or mixed property, or any interest in it or pertaining to it; to eject, remove, or relieve tenants or others persons from, and recover possession of, this Property by all lawful means; to maintain, protect, preserve, insure, remove, store, transport, repair, rebuild, modify, or improve the same or any part of it; and to dedicate easements;
- To make, endorse, guarantee, accept, receive, sign, seal, execute, acknowledge, and deliver assignments, agreements, certificates, hypothecations, checks, notes, mortgages, bonds, vouchers, receipts, releases, and such other instruments in writing of whatever kind or nature as may be proper;
- To make deposits or investments in or withdrawals from any account, holding or interest which I may now or in the future have, or be entitled to, in any banking, trust, or investment institution, including postal savings depository offices, credit unions, savings and loan associations, and similar institutions; to exercise any right, option, or privilege pertaining to it or them, including, but not limited to, the authority to borrow money; and to open or establish accounts, holdings, or interest of whatever kind or nature, with any of these institutions, in my name or in the name of my attorney-in-fact or in our names jointly, either with or without right of survivorship;
- To engage and dismiss agents, counsels, attorneys, accountants, and employees, and to appoint and remove at pleasure any substitute for, or any agent of, my attorney-in-fact in respect to all or any of the matters or things mentioned in this document and upon any terms that my attorney-in-fact shall think fit, in connection with the Property;
- To do any and all other acts as may be necessary to complete the refinance of the Property;

BOX 333-CTI

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GIVING AND GRANTING to this attorney-in-fact full power and authority to do and perform every act, deed, matter, and thing whatever in and about my estate, property, and affairs, as fully as I might or could do if personally present, the above especially enumerated powers being in aid and exemplification of the full, complete, and general power granted in this document, and not in limitation or definition of those powers; and by this document ratifying all that my attorney-in-fact shall lawfully do or cause to be done.

This Power of Attorney shall not terminate on disability of the principal and shall survive and continue in full force and effect, should I for any reason be declared insane, or should I be physically unable to take any such actions, or incompetent, hereby ratifying and confirming all acts performed by my attorney-in-fact irrespective of my future mental condition. The attorney-in-fact is hereby authorized to indemnify and hold harmless any third party who accepts and acts under this Power of Attorney.

The rights, powers and authority of said attorney-in-fact to exercise any and all of the rights and powers herein granted shall commence and be in full force and effect on the date of execution of this instrument, and all such rights, powers and authority shall remain in full force and effect thereafter until this Power of Attorney is revoked or terminated by my actual written notice, provided such notice is placed in the U.S. Mail and sent certified, return receipt requested to:

Lender: FIRST HORIZON HOUSING LOAN CORP
Address: 10758 W. 167th ST
ORLAND PARK, IL 60467
Attn: JOE ROTHMAN

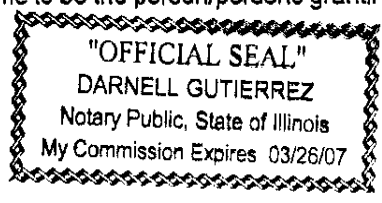
or to any other third party by a duly filed revocation or termination with the County Clerk of COOK County, ILLINOIS

Signed this 1st day of AUGUST, 2003.

Tracy Kenney
PRINCIPAL
Tracy Kenney
Printed Name

STATE OF ILLINOIS
COUNTY OF COOK

The foregoing instrument was acknowledged before me on this, the 1st day of AUGUST, 2003, by TRACY KENNEY who declared the same to be the person/persons granting of a Durable Power of Attorney.



Darnell Gutierrez
Notary Public, State of ILLINOIS
Darnell Gutierrez
Printed Name of Notary

My Commission Expires: 3-26-07

UNOFFICIAL COPY**EXHIBIT A****LEGAL DESCRIPTION**

Parcel 1:

Unit 1508 Parking space B-49 in Kinzie Station Condominium as delineated and defined on the plat of survey of the following described parcel of real estate:

That part of Lots 1 to 11, both inclusive, in Block 11 in Canal Trustee's Subdivision of lots and blocks in the original town of Chicago in the Southwest Quarter of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, according to the plat thereof recorded August 31, 1848 and re-recorded September 24, 1877 as Document 151607 in Cook County, Illinois.

Which survey is attached as Exhibit "A" to the Declaration of Condominium recorded May 10, 2000 as Document Number 00332543 and as amended from time to time, together with its undivided percentage interest in the common elements.

Parcel 2:

Easement for ingress and egress for the non-exclusive benefit of Parcel 1 described above as created by the Declaration of Easements, Covenants and Restrictions dated October 21, 1990 as Document Number 99992382 over the land described therein.

Subject to: (a) general real estate taxes for the previous and current year not then due and for subsequent years, including taxes which may accrue by reason of new or additional improvements during the year of closing; (b) special taxes or assessments for improvements not yet completed; (c) easements, covenants, restrictions, agreements, conditions and building lines of record and party wall rights; (d) the Illinois Condominium Property Act; (e) the Plat filed with the Declaration of Condominium Covenants; (f) terms, provisions and conditions of the Condominium Documents, including the Declaration, the Bylaws, the operating budget and the Property Report, including all amendments and exhibits thereto; (g) applicable zoning and building laws and ordinances; (h) the Municipal Code of Chicago; (i) unrecorded public and quasi-public utility easements, if any; (j) Purchaser's mortgage, if any; (k) plats of dedication and plats of subdivision and covenants thereon; (l) leases, licenses, operating agreements and other agreements affecting the Common Elements; (m) acts done or suffered by or judgments against Purchaser, or anyone claiming under Purchaser; (n) liens and other matters of title over which the Title Company (as hereinafter defined) is willing to insure without cost to Purchaser; (o) encroachments, if any; and (p) the rights of cable television and T-1 providers.

P.Z.N. - 17-09-302-008-1102 (CONDO)
17-09-302-008-1171 (PARKING SPACE)