

# UNOFFICIAL COPY

## POWER OF ATTORNEY



Doc#: 0402633096  
Eugene "Gene" Moore Fee: \$52.00  
Cook County Recorder of Deeds  
Date: 01/26/2004 08:40 AM Pg: 1 of 15

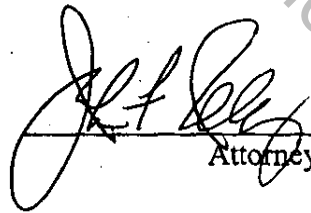
For Recorder's Use Only

The Durable Power of Attorney attached hereto affects the following described real estate to wit:

LOT 27 AND 28 IN BLOCK 5 IN LANSING PARK, A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30 NORTH, AND PART OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 31 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE REGISTRAR'S OFFICE OF COOK COUNTY, ILLINOIS ON APRIL 13, 1922 AS DOCUMENT 152084, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 17953 Park Avenue, Lansing, IL 60438

PROPERTY INDEX NUMBER: 30-31-212-021-0000 and 30-31-212-022-0000

  
\_\_\_\_\_  
Attorney

Prepared by and return to:

John F. Pelkey, 1461 Ring Rd. Calumet City, IL 60409

MAIL TO: ~~1100~~ INDIAN TRAIL RD # 917  
NORCROSS, GA. 30093

BOX 15

TICOR TITLE

(R)

(S)

**UNOFFICIAL COPY**DURABLE POWER OF ATTORNEYANDDESIGNATION OF GUARDIAN

I (Principal), the undersigned, do make, constitute and appoint an Attorney or Attornies in Fact (my Agent or Attorney), hereinafter named, to act for me and in my name, and in anyway I could act in person, if present and under no disability, with reference to any interest from time to time owned by me in any property, real or personal, wherever located (Property), or other matters in which I from time to time may have a personal or financial interest, 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 included herein and specifically to:

1. RECEIVABLES. Ask for, demand, sue for, receive, and otherwise take steps to collect or recover all sums of money, debts, rents, proceeds, interest, dividends, annuities, securities, goods, chattels, legacies, income from Property, damages, dues, wares, merchandise, effects and things of whatsoever nature, description or Property to which I may be entitled or which are or hereafter shall be or become due, owing, payable or belonging to me in or by any right, title, ways or means howsoever from any person, agency, state, government, governmental unit, or entity; and upon receipt thereof or of any part thereof to make, sign, execute and deliver such receipts, releases or other discharges for the same respectively as my Agent shall think fit or be advised.
2. PAYABLES. Pay, compromise or settle any account, claim, bill, debt or obligation whatsoever wherein I now am or at any time hereafter shall be in any way interested, obligated, or claimed to be obligated, or concerned, on such terms or conditions as my Agent shall deem proper, with any person, organization, agency, state, government, governmental unit, entity or whomsoever, and to pay or receive the balance thereof as the case may require.
3. MORTGAGE ENFORCEMENT. Receive every sum of money which now is or hereafter shall be due or belonging to me upon the security or by virtue of any mortgage and on receipt of the full amount se-

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cured thereby to execute a good and sufficient release or other discharge of such mortgage by deed or otherwise.

4. CLAIMS - ENFORCEMENT. Settle, compromise, compound, enforce, institute, prosecute, defend, answer, contest, abandon, dispose of any claim in favor of or against the Principal or any property interest of the Principal or submit to arbitration with or make allowances to any person, organization, agency, state, government, governmental unit, or entity, for or in respect of any accounts, debts, claims, disputes, demands or matters whatsoever which now is or shall at any time hereafter become due and payable to me and/or any other person, organization, agency, state, government, governmental unit, or entity, and to take and receive any composition or dividend thereof or thereupon, and to grant extension of time, give releases or other discharges for the whole of such debts or demands, or to settle, compromise, employ attorneys and others and enter into contingency agreements and other contracts as necessary in connection with litigation, collect and receipt for any claim or settlement proceeds and waive or release all rights of the Principal or submit to arbitration every such debt or demand and every other right, matter, and thing due to or concerning me as my Agent shall think best, with or without security and for that purpose to enter into and execute and deliver such bonds of arbitration or other instruments as my Agent may deem advisable.

5. REAL ESTATE. Enter into, upon and demand possession of all and singular my real estate, including beneficial interests in any trust, directions to land trustees and leasehold improvements, and to manage, maintain, and improve the same or any part thereof, and to repair or otherwise improve or alter, and to insure any buildings thereon. Buy, sell or exchange, either at public or private sale, with or without appraisal, or exchange any part or parts of my real estate and personal Property thereon for such consideration and upon such terms as my Agent shall think fit; rent and lease real estate (which term includes, without limitation, real estate subject to a land trust and all beneficial interests in and powers of direction under any land trust and directions to land trustees) or to purchase the whole or any part of any interest in real estate whether in fee, a reversion, a remainder, a life estate, a term of years, or otherwise; collect all rent, sale proceeds and earnings from real estate; convey, assign and accept title to real estate; grant easements, create conditions and release and waive any rights of homestead or any rights of a spouse therein with respect to real estate; create land trusts and exercise all powers under land trusts; retain, invest in, acquire by purchase, subscription, lease, hold, possess, maintain, repair, improve, subdivide, manage, operate, cultivate, farm, irrigate, contract to purchase or sell, grant, obtain or exercise options to purchase, options to sell or conversion rights, assign, transfer, replace, convey, deliver, endorse, exchange, pledge, mortgage, abandon, and insure real estate; pay, contest, protest and compromise real estate taxes and assessments, directly or through legal representative pursuant to contin-

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gent or other fee agreements deemed appropriate by my Agent; and to execute and deliver good and sufficient deeds or other instruments, necessary or incidental thereto, for the conveyance or transfer of the same, with such covenants of warranty or otherwise as my Agent shall see fit, and to give good and effectual receipts for all or any part of the purchase price or other consideration, alone or with others, by general or limited partnerships, trust agreements, joint ventures, corporations, sharecrop agreements, management or agency agreements, participation in government programs, and any such person, agency, state, government, governmental unit or entity may rely thereon.

6. LEASES. Contract with any person, agency, state, government, governmental unit or entity for leasing for such period, at such rents and subject to such conditions as my Agent shall see fit or release, renew, amend, extend leases for any term, contract to make leases, contract regarding the manner of fixing present or future rentals, grant options to lease, grant easements or charges of any kind on or with respect to, and cultivate, farm, irrigate, and operate, all or any of my said real estate now or hereafter owned by me, including beneficial interest in any trust, directions to land trustees and leasehold interests, and related improvements, equipment and supplies, alone or with others, by general or limited partnerships, trust agreements, joint ventures, corporations, sharecrop agreements, management or agency agreements, participation in government programs and any such person, agency, state, government, governmental unit or entity to let into possession thereof, and to execute all such leases, contracts, releases, renewals, amendments, extensions, options as shall be necessary or incidental thereto, or proper in that behalf, and to give notice to quit to any tenant or occupier thereof, and to receive and recover from all tenants and occupiers thereof or of any part thereof all rents, arrears of rent, and sums of money which now are or shall hereafter become due and payable in respect thereof, and also on nonpayment thereof or of any part thereof to take all necessary or proper means and proceedings for determining the tenancy or occupation of such tenants or occupiers, and for ejecting the tenants or occupiers and recovering the possession thereof.

7. PERSONAL PROPERTY. Buy, sell or exchange, either at public or private sale, with or without appraisal, lease, exchange, collect, possess, convey, assign, accept and take title to all tangible personal property for such consideration and upon such terms as my Agent shall think fit; collect all rent, sale proceeds and earnings; retain, invest in, acquire by purchase, contract to purchase or sell, grant, obtain or exercise options to purchase, options to sell or conversion rights, assign, transfer, replace, convey, delivery, endorse, exchange, abandon, execute and deliver good and sufficient deeds or bills of sales or other instruments, necessary or incidental thereto, for the conveyance or transfer of the same, with such covenants of warranty or otherwise as my Agent shall see fit, and to give good and effectual receipts for all or any part of

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the purchase price or other consideration, along or with others; move, store, ship, restore, maintain, repair, improve, alter, manage, preserve, insure and safekeep tangible personal Property; and, in general, exercise all powers with respect to such Property.

8. FUNDS. Deposit in, withdraw from, write checks, open, close, continue and control all accounts and deposits of any moneys or funds which may come to my Agent with any type of financial institution (which term includes, without limitation, banks, trust companies, savings associations, savings banks, savings and building and loan associations, safe deposit companies, credit unions, brokerage firms, brokers and any other depository or agents) in my (or my Agent's) name and any of such money or any other money to which I am entitled which now is or shall be so deposited to withdraw, and either employ as my Agent shall think fit in the payment of any debts, or interest, payable by me, or taxes, assessments, insurance and expenses due and payable or to become due and payable on account of my real and personal estate, or in or about any of the purposes herein mentioned, or otherwise for my use and benefit, or to invest in my (or my Agent's) name or names in any stocks, shares, bonds, securities or other Property, real or personal, as my Agent may think proper and to receive and give receipts for any income or dividend arising from such investments, and all and any such investments or other investments to vary or dispose of for my use and benefit as my Agent may think fit.

9. SECURITIES. Buy and sell all types of securities (which term includes, without limitation, stocks, bonds, mutual funds and all other types of investment securities and financial instruments); collect, hold and safekeep all dividends, interest, earnings, proceeds of sale, distributions, shares, certificates and other evidences of ownership paid or distributed with respect to securities; exercise all voting rights with respect to securities in person or by proxy, enter into voting trusts and consent to limitations on the right to vote; and, in general, exercise all powers with respect to securities.

10. COMMODITIES. Buy, sell, exchange, assign, convey, settle and exercise commodities, futures, contracts and call and put options on stocks and stock indices traded on a regulated options exchange and collect and receipt for all proceeds of any such transactions; establish or continue option accounts for the Principal with any securities or futures broker; and, in general, exercise all powers with respect to commodities and options.

11. INSURANCE. Procure, acquire, carry, dispose of, continue, renew, terminate or otherwise deal with any type of insurance or annuity contract (which term includes, without limitation, fire, casualty, income protection, life, accident, medical, hospital, disability, automobile casualty, property, liability or other insurance); pay premiums or assessments on or surrender and collect all distributions, proceeds or benefits payable under any insurance

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or annuity contract; and, in general, exercise all powers with respect to insurance and annuity contracts.

12. LOANS. Borrow any sum or sums of money from any source on such terms and with such terms and with such security, whether real estate or tangible or intangible personal Property as security for such purposes, as my Agent may think fit, and for that purpose to execute all promissory notes, bonds, mortgages, extensions, pledges, title documents and other instruments which may be necessary, incidental or proper in connection therewith; and to pay and satisfy any notes or other forms of obligations; to any lender, including my Agent individually.

13. ATTORNEYS, ACCOUNTANTS AND AGENTS. Engage, appoint and employ, with or without compensation, any accountants, attorneys at law, investment counsel, agents, clerks, servants, or other persons, including their agents and associates, and to dismiss or discharge any one or more of them and to appoint or employ any others as my true and lawful attorneys, to appear and represent me as to all matters covered by this power of attorney, or for any other purpose, including, but not limited to, appearances before the Treasury Department of the United States, the Tax Court of the United States, the United States Claims Court or any other court of the United States or the District of Columbia, or any state, municipal, or foreign court, and any department or official of the United States government or any state, municipal, or foreign government, with full power and authority to such agents and attorneys to do any and all acts convenient or appropriate in connection with such matters, including the specific acts described in this instrument, and to substitute attorneys and agents subsequent to the date of such appointment and prior to any revocation thereof, and to delegate or revoke the authority so granted to them for any year or other period of time, including but not limited to any tax period beginning before or after December 31, 1992, heretofore or hereafter without limitation.

14. SHAREHOLDER RIGHTS. Vote and give proxies to vote securities and approve or oppose mergers, consolidations, foreclosures, liquidations, reorganizations, or changes in the financial structure of any organization, and all other matters which may come before the shareholders or other meetings; and to enter into voting trusts and other agreements restricting the voting, S-Elections or other Internal Revenue Code election and options, transfer, or other use or disposition of interest in any corporation, company, organization or entity now or hereafter acquired by me, and to execute any proxies or other instruments.

15. BUSINESS OPERATIONS. Retain, continue, operate, conduct, manage, organize, acquire, reorganize, invest in, use the premises in which the same is or shall be carried on, with the same powers of dealing with stock, capital, and effects, and of entering into business engagements, terminate, and dispose of, any business

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(which term includes, without limitation, any farming, manufacturing, service, mining, distributorships, retailing or other type of business operation) in any form, alone or with others, of increasing or diminishing capital, and generally of transacting the affairs of the said business, whether as a proprietorships, joint ventures, limited or general partnerships, corporations, land trusts, trusts, other legal entities, or other business or property-holding organizations under the laws of any jurisdiction; lease, operate, buy, sell, expand, contract, terminate or liquidate any business; direct, control, supervise, manage or participate in the operation of any business and engage, compensate and discharge business managers, employees, Agents, attorneys, accountants and consultants, or otherwise transfer any Property to or from, make further investments in or advance or loan funds to, with or without security, and incur obligations on account of or for the benefit of, any such organizations; employ any persons for such purposes and delegate to them such powers and discretions any my Agent considers advisable; and, in general, exercise all powers with respect to business interests and operations.

16. FIDUCIARY POWERS. Exercise any powers and any duties vested in me, whether solely or jointly, with any other or others as executor, administrator, land trustee, or trustee or in any other fiduciary capacity. 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) from time to time named by me who is acting under this Power of Attorney at the time of reference, on such terms and at such salary or compensation as my Agent shall think fit), so far as such power or duty is capable of being validly delegated.

17. CONTRACTS AND MERCANTILE INSTRUMENTS. Enter into, sign, seal, execute, acknowledge, transfer and deliver any contracts, assignments, conveyances, deeds or other instruments whatsoever, and to draw, accept, make, endorse, discount or otherwise deal with any bills of exchange, checks, promissory notes, or other commercial or mercantile instruments.

18. HOUSEHOLD EXPENSES. Pay periodically such sums as my Agent may deem appropriate for my personal and household expenses, including, but not limited to, travel, comfort, entertainment, training, education, legal protection, support, maintenance, health, medical care, rehabilitation, nursing care, companion care and general welfare.

19. MEDICAL EXPENSES. Pay the costs of the services of a companion for me, medical, nursing, hospital, convalescent and other health care and treatment, and to make applications for insurance, pension, profit sharing, and other employment benefits related thereto.

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20. RETIREMENT PLANS. Contribute to, withdraw from and deposit funds in any type of retirement plan (which term includes, without limitation, any tax qualified or non-qualified pension, profit sharing, stock bonus, employees savings and other retirement plan, individual retirement account, deferred compensation plan and any other type of employee benefit plan); select and change payment options for the principal under any retirement plans; make roll-over contributions from any retirement plan to other retirement plans or individual retirement accounts; exercise all investment powers available under any type of self directed retirement plan; and, in general, exercise all powers with respect to retirement plans and retirement plan account balances.
21. SOCIAL SECURITY AND GOVERNMENT BENEFITS. Prepare, sign and file any claim or application for social security, unemployment or military service benefits; sue for, settle or abandon any claims due or any benefit or assistance; control, deposit to any account, collect, receipt for, and take title to and hold or arrange for direct deposit of all benefits under any social security, unemployment, military service or other state, federal, local or foreign statute or regulation; and in general, exercise all powers with respect to social security, unemployment, military service and governmental benefits.
22. SAFETY DEPOSIT BOXES. Open, sign agreements and for entry, renew, release, continue, enter, have access and control of the contents of any and all safety deposit boxes now rented or which may hereafter be rented by me, or for me, as individual or jointly or in common with others, at any time to deposit in such box and to remove from such box any part or all of the contents thereof, including any security or tangible personal property, as often and as freely as I could do if personally present; to cancel or modify the lease under which such box is rented, drill or surrender any safe deposit box, to surrender or exchange the same, and to enter such box after my death to locate my will or burial documents and to inventory same.
23. TAX MATTERS. Perform, prepare, draw, make, sign, execute, seal, acknowledge, verify, discount, accept, endorse, with or without recourse, waive demand or notice, and notice of protest, file and deliver on my behalf any and all federal or state excise, sales, use, partnership, trust, fiduciary, estate, inheritance, intangible, personal property, property, income, gift, generation-skipping, or any other tax returns, including joint returns, estimated taxes, affidavits, declarations, certificates, schedules, statements, claims of abatement, refunds, or credits, protests, requests (including requests for rulings from proper authorities), applications, waivers (including waiver of restrictions on assessment or collection of any deficiency or additional tax), acceptances (including acceptance of any determination or proposed determination of additional tax or overassessment or overpayment of



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tax, including interest and penalties), consents, requests, waivers, or agreements for a later determination and assessment and collection of taxes than is provide by applicable statutes of limitations, offers in compromise, closing agreements (whether in respect of a tax liability or a specific matter or otherwise), petitions, pleadings, motions, stipulations, consents, and any other papers, documents, writing, or things, with or without guarantees, surety obligations, covenants, warranties, indemnifications, representations, powers of substitution, affirmations, and any and all other supporting documents or forms, receive correspondence addressed to me in proceedings involving the above matters at such place as my Agent shall from time to time designate, examine and copy all the Principal's tax returns and records, represent the Principal before any federal, state or local revenue agency or taxing body, and any and all acts relating to taxes of the federal, state or local governments or of any subdivision or municipality (including, but not limited to federal, state or local revenue agency or taxing body), or otherwise for any year or other period of time, including but not limited to any tax period beginning before or after December 31, 1992. To appear and represent me in regard to and to take all actions convenient or appropriate in connection with taxes imposed by an municipal, state, United States, foregoing authority, or government relating to any tax liability or refund, abatement or credit (including interest or penalties), due or alleged to be due from or to me or any other person or organization, association or trust for which I am responsible for preparation, signing, executing, verifying, acknowledging, or paying of any tax due or filing of a return or report, including without limitation, federal or state excise, sales, use, partnership, trust, fiduciary, estate, inheritance, tangible, personal property, income, gift, generation-skipping, or any other tax, for any and all taxable years or periods for any year or other period of time, including but not limited to any tax period beginning before or after December 31, 1992; and for such purposes to inspect or receive copies of any tax returns filed by or for me, reports, other papers or documents, and make compromises or adjustments of any and all claims.

24. UNITED STATES TREASURY BONDS FOR PAYMENT OF FEDERAL ESTATE TAXES. Undertake performance of any and all acts, whether or not otherwise specifically enumerated herein, including the sale of any Property or the borrowing of any funds, which my Agent considers necessary or appropriate in order to purchase United States treasury bonds redeemable at par in payment of federal estate taxes; provided, however, that nothing herein shall be construed as requiring my Agent to acquire any such bonds.

25. DURABILITY OF THIS POWER OF ATTORNEY. Continue to act as my Agent under this Power of Attorney without cessation or revocation during any and all periods of my disability or incompetence, the occurrence of which shall not revoke this grant of authority, it being my express intent that the power granted herein shall con-

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tinue without interruption until my death, unless previously revoked by me or until such time as there is issued a legal order of adjudication of my legal incompetence issued by a court of competent jurisdiction.

26. LAND TRUSTS. Establish and deal with any land trustee under a land trust agreement, pursuant to which I have any right, interest or power to direct, amend, terminate or otherwise modify, as a beneficiary or person having a power of direction, including the right to receive distributions, execute and deliver letters of direction, directions to land trustee, whether for conveyance, mortgage, pledge or otherwise, and with power to my said Agent to do any and all other things with respect to such trusts which I may do as beneficiary, settlor, or the person having the power of direction, amendment or revocation, alone or in conjunction with others.

27. TRUST AND ESTATE ADMINISTRATION. Accept, receipt for, exercise, release, reject, renounce, assign, disclaim, demand, sue for, claim and recover any legacy, bequest, devise, gift or other Property interest or payment due or payable to or for the Principal; assert any interest in and exercise any power over any trust, estate, or Property subject to fiduciary control; establish a revocable trust solely for the use and benefit during my lifetime with remainder to the same beneficiaries provided for in my Will and/or a trust distributable upon my death, created by me, heretofore or hereafter; and, in general, exercise all powers with respect to such estates and trusts; provided, however, that the Agent may not make or change a will and may not revoke or amend a trust revocable or amendable by the Principal without Court approval.

28. CHARITABLE CONTRIBUTIONS. To the extent my Agent thinks I might have done, make, unconditionally or upon such terms and conditions as my Agent shall think fit, such donations or contributions to publicly supported charities, churches, schools, or other charitable organizations, private operating foundations, and private foundations, all as defined in the present Internal Revenue Code or any equivalent statute. My Agent shall have sole discretion in making such donations or contributions, or my Agent may also make subscriptions, for any reason that my Agent determines such donations, contributions, or subscriptions shall be made.

29. FAMILY GIFTS. To the extent my Agent thinks I might have done, make, unconditionally or upon such terms and conditions as my Agent shall think fit, such gifts to any one or more of those persons consisting of my spouse, my descendants, parent of mine and my spouse, brothers and sisters of mine and my spouse, live-in companion, and the spouses of my descendants in my Agent's sole discretion and for any reason my Agent determines.

## GENERAL PROVISIONS

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I further provide:

30. AGENT'S COMPENSATION. My Agent (including any successor) shall be entitled to all reasonable expenses incurred in connection with services hereunder and reasonable compensation for services rendered as Agent under this Power of Attorney.

31. RESIGNATION AND SUCCESSOR AGENTS. Any Agent may resign by giving a written 30 day notice to the remaining successor Agents. Every successor Agent shall have all the rights, powers, discretions, and duties given to or imposed upon the original Agent. A successor Agent shall have no duty to inquire into the acts of any predecessor Agent and shall not be liable for any act or omission of any predecessor Agent. Any person may, without limitation, rely on the written certification of a successor Agent that such Agent has been appointed and has power to act.

32. AGENT'S LIABILITY. My Agent shall be liable only for willful default, not for errors of judgment, and shall have power to bind me or my Property without binding my Agent personally.

33. EMPLOYMENT OF OTHER AGENTS. Temporarily, permanently, completely or partially employ and delegate to any person, firm, brokerage, banking, or investment counseling firm, trust department or corporation of which my Agent may or may not be a member or employee and pay all such persons, firms (or corporations) and my Agent reasonable compensation for services.

34. EXERCISE OR NON-EXERCISE OF AUTHORITY. Exercise or omit to exercise the powers and authorities granted in this Power of Attorney in each case as my Agent in my Agent's own absolute discretion deems desirable or appropriate under then existing circumstances, and ratify and confirm all that my Agent, and any agents and attorneys appointed by my Agent, and their agents, associates, and substitutes, may do by virtue of this instrument. Nothing in this instrument shall be construed as imposing a duty on my Agent to act or assume responsibility for any matters referred to above or other matters even though my Agent may have power or authority to do so.

35. PARTIAL INVALIDITY. If any power or authority conferred upon my Agent shall be invalid or unexercisable for any reason, or not recognized by any person, agency, state, government, governmental unit, other legal entity, or organization dealing with my Agent, the remaining powers and authorities given to my Agent shall continue in full force and effect.

36. RELIANCE. Each person, partnership, corporation, agency, state, government, governmental unit, other legal entity, or organization relying or acting upon this Power of Attorney shall be entitled to assume that this Power of Attorney is in full force and effect unless written notice has been given by me to such person or entity that this power has been revoked. In addition, revocation

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of the appointment of my Agent shall not be effective until my Agent has received actual notice of revocation by delivery to my Agent of such revocation in a writing from me; until such receipt of such notice, my Agent shall not be liable to me or to any person or entity for any action taken by my Agent. No person, partnership, corporation, agency, state, government, governmental unit, other legal entity, or organization relying or acting upon this Power of Attorney shall be required to see to either the application or disposition of any money, stocks, bills, notes, bonds, securities, policies, other proceeds, or other Property paid to or delivered to my Agent, or my Agent's substitute, pursuant to the provisions of this Power of Attorney.

37. TRUST ESTABLISHMENT. At my written direction, or at my oral direction which I subsequently confirm in writing, or in my Agent's discretion, from time to time, my Agent shall have the power to transfer any part or all Property owned by me to a trust for my use and benefit during my lifetime with remainder to the same beneficiaries provided for in my Will and/or a trust distributable upon my death and created by me, heretofore or hereafter. If I become unable to manage my estate or financial affairs, my Agent may transfer all Property owned by me to a trust as described in the foregoing sentence. I shall be deemed unable to manage my estate and financial affairs for the purposes of this paragraph when a physician familiar with my condition certifies that I am so unable, and my Agent may rely on that certification. Any person dealing with my Agent shall be fully protected in assuming that my Agent has received such a written certification in compliance with this paragraph.

38. REPRODUCTIONS. Reproductions of this executed original (with reproduced signatures and the certificate of acknowledgement) shall be deemed to be original counterparts of this Power of Attorney.

39. GENERAL AUTHORITY. Execute (without prejudice to and in enlargement of the authority conferred in this instrument, each and every instrument), to undertake each and every obligation, and to take from time to time any and all action of whatsoever nature and with relation to any matters whatsoever, whether or not specifically mentioned herein, and to exercise all possible powers of the principal with respect to all possible types of Property and interests in Property as full and complete power and discretion as I myself might or could, except to the extent the Principal limits the generality of this category is specifically limited in this Power of Attorney.

40. SINGULAR REFERENCES. For purposes hereof, the singular shall mean and include the plural where the reference in context applies to more than one person, individual or corporate.

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41. APPOINTMENT OF ATTORNEY IN FACT (AGENT). All the foregoing authorities and powers, I hereby give and grant unto the following persons (each to act alone and successively), in the order named:

1. MARY ANN VAN HAZEBROECK
2. SUSAN COLTON
3. THOMAS VAN HAZEBROECK
4. ELOISE LONG
5. American National Bank of Lansing,  
Lansing, Illinois, and its successors.

A successor Agent shall act in the event of a predecessor Agent's death, resignation, refusal to accept the office of Agent, failing or ceasing to act for any reason, or becoming incompetent or disabled as certified by a licensed physician or court determination. I grant to each successor all of the powers and authorities heretofore granted to my first named Agent. Such Agent, and each successor Agent, is hereby excused from giving bond, whether with or without surety or other security, but may, in such Agent's sole discretion, give such bond, surety or other security as the Agent deems appropriate, and if so given the cost of same shall be borne by my estate.

42. DESIGNATION OF GUARDIAN. If at any time hereafter I am adjudged to be a disabled person by determination of a court of competent jurisdiction, I hereby designate and appoint as guardian of my person and estate (my Property) as temporary, limited and full (plenary), the above named persons and the successors thereto provided for herein, in the order named, as such guardian for me, it being my will and belief that such persons designated herein by me will serve my best interests and welfare. I direct that all such guardians be excused from giving surety or other security on such guardian's bond or bonds.

43. REVOCATION OR AMENDMENT. I hereby reserve the absolute right to amend and/or to revoke, from time to time, this Power of Attorney at any time in whole or in part. I am fully informed as to all the contents of this Power of Attorney and understand the full import of this grant of powers to my Agent.

44. EXECUTION. IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this date.

DATED: 2/6/92

*Louis Van Hazebroeck* (SEAL)

LOUIS VAN HAZEBROECK, Principal

Soc. Sec. # 336-10-8675

Address: 17953 Park Ave.

Lansing, IL 60438

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Specimen signatures of my Agent(s):

*Mary Ann Van Hazebroeck*  
MARY ANN VAN HAZEBROECK, Agent  
 Address: 17953 Park Ave.  
 Lansing, IL 60438  
 Soc. Sec. # 323 09 3617

I certify to the correctness of the signatures of my Agents and we execute this Power of Attorney on this date.

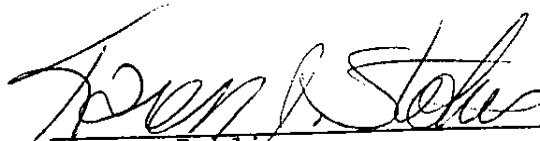
*Louis Van Hazebroeck* (SEAL)  
LOUIS VAN HAZEBROECK, Principal

NOTARIZATION:

STATE OF Indiana )  
 ) SS  
 COUNTY OF Lake )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that LOUIS VAN HAZEBROECK is personally known to me to be the same person whose name is subscribed as Principal to the foregoing Durable Power of Attorney, appeared before me in person and acknowledged signing and delivering the instrument as the free and voluntary act of the Principal, for the uses and purposes therein set forth.

**UNOFFICIAL COPY**DATED: 2-6-92

  
 \_\_\_\_\_  
 Notary Public

Karen J. Stokes, Notary Public  
 Lake County, Indiana  
 My Commission Expires: 2/18/95.

(NOTARY SEAL)

This document was prepared by:  
 Winterhoff & Associates Ltd.  
 3344 Ridge Road  
 Lansing, IL 60438-3199  
 (708) 474-3795  
 Fax (708) 474-9960

We certify that in our presence on the date appearing above the Principal signed the foregoing instrument and acknowledged it to be the Principal's Durable Power of Attorney and Designation of Guardian; that at Principal request and in Principal's presence and in the presence of each other we have signed our names below as witnesses, and that we believe the declarant to be of sound mind and memory.

  
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Residing at 13625 Cedar St.  
 Cedar Lake, IN 46303

  
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Residing at 3344 Ridge Road  
 Lansing, IL 60438