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Doc#: 0423826056 Eugene "Gene" Moore Fee: \$32.00 Cook County Recorder of Deeds Date: 08/25/2004 10:14 AM Pg: 1 of 5

SPECIAL POWER OF ATTORNEY FOR ARMANDO TALANCON

MAIL TO AND

PREPARED BY JOHN ELIAS
10 LASALLE, STE #3310
CHICAGO, IL 60603

58P

er33673

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### SPECIAL POWER OF ATTORNEY

I, Armando Talancon, residing at 41172 Ridgegate Ln., Palmdale, California 93551, hereby appoint John L. Elias of 10 S. LaSalle St. Ste. 3310, Chicago, Illinois 60603, as my attorney-infact ("Agent") to exercise the powers and discretions described below.

I hereby revoke any and all general powers of attorney and special powers of attorney that previously have been signed by me. However, the preceding sentence shall not have the effect of revoking any powers of attorney that are directly related to my health care that previously have been signed by me.

My agent shall nave full power and authority to act on my behalf but only to the extent permitted by this Special Power of Attorney. My Agent's powers shall include the power to:

1. Sell or convey any interest of mine in real estate (whether currently owned or later acquired).

This power shall include the power to (i) sell upon such terms as my Agent shall deem appropriate, subject to the limitations (if any) stated above, (ii) sign any documents (including deeds) that may be required to convey title to such property, and (iii) collect and receive the proceeds from any such sale

2. Mortgage or encumber any interest of muse in real estate (whether currently owned or later acquired).

This power shall include the power to (i) mortgage or encurber on such terms as my Agent shall deem appropriate, subject to the limitations (if any) stated above, (ii) sign any documents (including a mortgage or deed of trust), and (iii) take any other action that may be required to effect such mortgage or encumbrance.

- 3. Manage, insure, improve, repair, collect rents, execute leases, or take any other action that a landlord might take, with respect to any interest of mine in real estate (whether currently owned or later acquired).
- 4. Obtain credit or borrow money as deemed appropriate by my Agent.

This power shall include the power to (i) obtain credit upon such terms as my Agent may deem appropriate, subject to the limitations (if any) stated above, (ii) sign any documents (including notes, credit agreements, security agreements, and financing statements), and (iii) take any other action that may be required to complete the above transactions.

5. Prepare, sign, and file documents with any governmental body or agency, including, but

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not limited to, authorization to:

- a. Obtain information or documents from any government or its agencies, and represent me in all tax matters, including the authority to negotiate, compromise, or settle any matter with such government or agency.
- 6. Act on my behalf with respect to the following matters:

Purchase the property and execute any and all mortgage and closing documents for 1360 N. Sandburg Terrace #406, Chicago IL 60610, with the legal description attached in Exhibit A.

I hereby grant to my Agent the full right, power, and authority to do every act, deed, and thing necessary or advisable to be done regarding the above powers, as fully as I could do if personally present and acting.

Any power or authority granted to my Agent under this document shall be limited to the extent necessary to prevent this Power of Attorney from causing, (i) my income to be taxable to my Agent, (ii) my assets to be subject to a general power of appointment by my Agent, or (iii) my Agent to have any incidents of ownership with respect to any life insurance policies that I may own on the life of my Agent.

My Agent shall not be liable for any io's that results from a judgment error that was made in good faith. However, my Agent shall be liable for willful misconduct or the failure to act in good faith while acting under the authority of this Power of Attorney. A successor Agent shall not be liable for acts of a prior Agent.

No person who relies in good faith on the authority of ray Agent under this instrument shall incur any liability to me, my estate or my personal representative. I authorize my Agent to indemnify and hold harmless any third party who accepts and acts under this document.

If any part of any provision of this instrument shall be invalid or unerforceable 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.

My Agent shall be entitled to reasonable compensation for any services provided as my Agent. My Agent shall be entitled to reimbursement of all reasonable expenses incurred as a result of carrying out any provision of this Power of Attorney.

My Agent shall provide an accounting for all funds handled and all acts performed as my Agent, but only if I so request or if such a request is made by any authorized personal representative or fiduciary acting on my behalf.

This Power of Attorney shall become effective immediately, and shall not be affected by my disability or lack of mental competence, except as may be provided otherwise by an applicable statute. This is a Durable Power of Attorney. This Power of Attorney shall continue effective until August 03, 2004. This Power of Attorney may be revoked by me at any time by providing written notice to my Agent.

## **UNOFFICIAL COPY**

Dated July 22, ,2004, at 2:25	<u>у.м.</u> ,
Armando Talancón	
STATE OF Pennsylvania, COUNTY OF Alla On 1/20/04 before me, JimoThy B. M appeared Arriando Talancon,	Sover, personally
[ ] personally k to wn to me - OR - [ ] proved to me on the basis of satisfactory evidence	NOTARIAL SEAL TIMOTHY M. McGOVERN, Notary Public City of Philadelphia, Phila. County My Commission Expires June 4, 2006

to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same, and that by his/her signature on the instrument the person executed the instrument.

VITNESS my hand and official seal.

BY + MAIL

PREPURE 10:

Uohn L. Elias 10 S. La Salle Stl. 3310 Chicago, 11 40403

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#### LEGAL DESCRIPTION

UNIT NUMBER 406-C IN CARL SANDBURG VILLAGE CONDOMINIUM NUMBER 1, AS DELINEATED ON A SURVEY OF A PORTION OF LOT 9 IN CHICAGO LAND CLEARANCE COMMISSION NUMBER 3, BEING A CONSOLIDATION OF LOTS AND PARTS OF LOTS AND VACATED ALLEYS IN BRONSON'S ADDITION TO CHICAGO AND CERTAIN RESUBDIVISIONS. ALL IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PAINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25032908. TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN 17-04-216 -064-1137 COOK COUNTY PLINOIS

#### MAIL TO:

John L. Elias, Esq. 10 South LaSalle Street Suite 3310 Chicago, Illinois 60603

#### SEND SUBSEQUENT TAX BILLS TO:

Mr. Armando Talancon 1360 North Sandburg Terrace Unit 406 Chicago, Illinois 60610