

# UNOFFICIAL COPY

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## POWER OF ATTORNEY FOR PROPERTY AND HEALTH CARE OF ELEANOR MONDANE

Power of Attorney made this 30 day of July, 1997. *E M*

I, Eleanor Mondane, of 1331 Elmwood, Irwin, Illinois, hereby appoint my son, Frank William Mondane, of 3815 RFD, Long Grove, Illinois, to serve as my sole agent ("Agent") and to exercise the powers and discretion hereinafter set forth and provided. If my son, Frank Mondane, is unable or unwilling to serve as my sole Agent, then in that event, I appoint my grandson, Daniel Frank Mondane, of 1046 Mayfield, Chicago, Illinois, as substitute or successor Agent to serve with the same powers and discretion as hereinafter set forth and provided.

I hereby revoke any and all prior powers of attorney, general and/or limited which may have been previously granted by me. Furthermore, I hereby terminate any and all prior agency relationships created thereunder, including those of all successor Agents named therein, if any, to the extent that any such powers are inconsistent, conflict or interfere with this Power of Attorney.

This power of attorney shall become effective on July 30, 1997. *E M*

### ARTICLE I

#### ILLINOIS SHORT FORM POWER OF ATTORNEY FOR PROPERTY

1. My Agent is authorized to act for me and in my name in any way I could act in person with respect to the following powers, as defined in Section 3-4 of the "Statutory Short Form Power of Attorney for Property Law" (see APPENDIX A attached), including all amendments, but subject to any limitations or additions to the specified powers inserted in paragraph 2 or 3 be

- (a) real estate transactions;
- (b) financial institution transactions;
- (c) stock and bond transactions;
- (d) tangible personal property transactions;
- (e) safe deposit box transactions;
- (f) insurance and annuity transactions;
- (g) retirement plan transactions;
- (h) social security, employment and military service benefits;
- (i) tax matters;
- (j) claims and litigation;
- (k) commodity and option transactions;
- (l) business operations;
- (m) borrowing transactions;
- (n) estate transactions; and
- (o) all other property powers and transactions.



Doc#: 0600349086 Fee: \$122.00  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 01/03/2006 04:16 PM Pg: 1 of 21

Prepared by &  
mail to  
Napoleon Tarnaris  
3701 Algonquin Rd  
Rolling Meadows IL  
60008 *E M*

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(o) all other property powers and transactions.

2. The powers granted above shall neither be limited nor modified by any instrument or in any manner other than as provided in the power of attorney herein.

3. In addition to the powers granted above, I grant my agent the following powers:

Any and all property powers and transactions not included, stated or granted in this Article.

4. My agent shall have the right to delegate any or all of the foregoing powers involving discretionary decision making to any person or persons whom my agent may select. However, such delegation may be amended or revoked by any agent, including any successor named by me who is acting under this power of attorney at the time of reference.

5. My agent shall not be entitled to reasonable compensation for services rendered as agent under this power of attorney.

## ARTICLE II

### POWER OF ATTORNEY FOR HEALTH CARE

My Agent is authorized in his sole and absolute discretion from time to time and at any time, with respect to the control and management of my person, as follows:

1. To do all acts necessary for maintaining my customary standard of living, to provide living quarters by purchase, lease or other arrangement, or by payment of the operating expenses/costs of my existing living quarters, including, without limitation, interest, amortization payments, repairs, improvements and taxes, to provide normal domestic help for the operation of my household, to provide clothing, transportation, medicine, food and incidentals, and, if necessary, to make all arrangements, contractual or otherwise, for me at any hospital, hospice, nursing home, convalescent home or similar establishment, or in my own residence should I desire it, and to assure the provision of all of my essential needs. If in the judgment of my Agent I will never be able to return to my living quarters from a hospital, hospice, nursing home, convalescent home or similar establishment, to lease, sublease or assign my interest as lessee in any lease or protect or sell or otherwise dispose of my living quarters (investing the proceeds of any such sale as my Agent deems appropriate) for such price and upon such terms as my agent shall deem appropriate, and to store and safeguard or sell for such price and upon such terms as my Agent shall deem appropriate or otherwise dispose of any items of personal property remaining in my living quarters which my

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Agent believes I will never need again (and to pay all costs thereof). As an alternative to such storage and safeguarding, to transfer custody and possession (but not title) for such storage and safekeeping of any personal property of mine to the person, if any, named in my will as the recipient of such property entitled to receive such property upon my death.

2. To provide opportunities for me to engage in recreational and sports activities, including travel, as my health permits.

3. To provide for the presence and involvement of religious clergy or spiritual leaders in my care, provide them access to me at all times, maintain or arrange for memberships in religious or spiritual organizations or groups which could enhance my opportunities to derive comfort and spiritual satisfaction.

4. To provide for such companionship for me as will meet my needs and preferences at a time when I am disabled or otherwise unable to arrange for such companionship myself.

5. To make advance arrangements for my funeral and burial, including the purchase of a burial plot and marker, and such other related arrangements as my Agent shall deem appropriate, if I have not made previously arrangements.

6. To make anatomical gifts for the sole purpose of transplantation of any of my organs, blood or body parts, which will take effect at my death to such persons as my Agent shall deem appropriate and to execute such papers and documents and to do such acts as shall be necessary, appropriate incidental or convenient in connection with such gifts.

7. To establish a new residency or domicile for me within or without the United States, from time to time and at any time, for such purposes as my Agent shall deem appropriate.

## ARTICLE II (a)

My Agent is authorized, in his sole and absolute discretion, from time to time and at any time, to exercise the authority described below relating to matters involving my health and medical care. In exercising the authority herein granted to my Agent, I first direct my Agent to attempt to discuss with me the specifics of any proposed decision regarding my medical care and treatment if I am able to communicate in any manner. My Agent is further instructed that if I am unable to give an informed consent to medical treatment, and if my Agent cannot determine the treatment choice I would want made under the circumstances, my Agent shall give, withhold or withdraw such consent for me based upon the aforementioned desire and direction. Accordingly, my Agent is authorized as follows:

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1. To request, receive and review any information, verbal or written, regarding my personal affairs, physical health, or mental health, including medical and hospital records, and to execute any releases or other documents required in order to obtain such information, and to disclose or deny such information to such persons, organizations, firms or corporations as my Agent shall deem appropriate.

2. To employ and discharge medical personnel including physicians, psychiatrists, dentists, nurses, and therapists as my Agent shall deem necessary, for the benefit of my physical, mental and emotional well-being, and to pay them (or cause them to be paid) reasonable compensation.

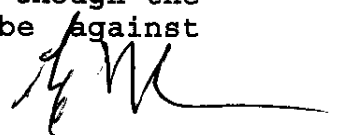
3. To give, withhold, withdraw or modify consent to any medical procedures, tests or treatments, including surgery; to arrange for my hospitalization, convalescent care, hospice or home care; to summon paramedical or other emergency medical personnel and seek emergency treatment for me, as my Agent shall deem appropriate; to give, withhold, withdraw or modify consent to such procedures, tests and treatments, as well as hospitalization, convalescent care, hospice or home care which I or my Agent may have previously allowed or consented to or which may have been implied due to emergency conditions. My Agent's decisions should be guided by taking into account the provisions of this instrument and any information given to my Agent by the physicians treating me as to my medical diagnosis and prognosis and the intrusiveness, pain, risks, and side effects of the treatment.

4. To arrange, upon the execution of a certificate by two independent psychiatrists who have examined me and in whose opinions I am in immediate need of hospitalization because of a mental disorder, alcoholism or drug abuse, for my voluntary admission to an appropriate hospital or institution for treatment of the diagnosed problem or disorder, to arrange for private psychiatric and psychological treatment for me, and to revoke, modify, withdraw or change consent to such hospitalization, institutionalization or private treatment which I or my Agent may have previously given.

5. To take whatever steps are necessary or advisable to enable me to remain in my personal residence as long as it is reasonable under the circumstances. I realize that my health may deteriorate so that it becomes necessary to have round-the-clock nursing care if I am to remain in my own personal residence, and I direct my Agent to obtain such care as is reasonable under the circumstances.

6. To exercise all rights that I may have, including but not limited to my right of privacy to make decisions regarding my liberty interest, in my health care and treatment even though the exercise of my rights might hasten my death or be against

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conventional health advice.

7. To consent to and arrange for the administration of pain-relieving drugs of any kind, or other surgical or medical procedures calculated to relieve my pain, including unconventional pain-relief therapies which my agent believes may be helpful to me, even though such drugs or procedures may lead to permanent physical damage, addiction or even hasten the moment of (but not intentionally cause) my death.

8. To grant, in conjunction with any instructions given under this Article, releases to hospital staff, physicians, nurses and other health care providers who act in reliance on instructions given by my Agent or who rendered written opinions to my Agent in connection with any matter described in this Article, from all liability for damages suffered or to be suffered by me; to sign documents titled or purporting to be a "Refusal to Permit Treatment" and "Leaving Hospital Against Medical Advice" as well as any necessary waivers of or releases from liability required by any hospital or physician to implement my wishes regarding medical treatment or non-treatment.

## ARTICLE II (b)

I wish to live and enjoy life as long as possible. However, I do not wish to receive medical treatment that will only postpone the moment of my death from an incurable and terminal condition or prolong an irreversible coma. For purposes of this instrument, "terminal condition" shall refer to a permanent loss of consciousness from which there is no reasonable possibility that I will return to a cognitive and sapient life and shall include but shall not be limited to a persistent vegetative state.

Therefore, if two licensed, qualified physicians who are familiar with my condition have diagnosed and noted in my medical records that (i) I am unable to give informed consent to medical treatment that is proposed or available for my condition and my condition is terminal as defined above, or (ii) I have been in a coma for at least one day and that the coma is irreversible as defined above, then my Agent is subject to the provisions of Article II (b), authorized to:

i. direct that health care which will only postpone the moment of my death or prolong an irreversible coma (whether or not such treatment is directed toward my terminal condition) be withheld or, if previously begun, to direct that such treatment be withdrawn whether or not such treatment is related to my terminal condition or irreversible coma; and

ii. request, require or consent to the writing of a "No-Code" or "Do Not Resuscitate" order by any attending physician; and

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iii. sign on my behalf any documents necessary to carry out the authorization described in this instrument (including waivers or releases of liability required by any health care provider); and

iv. order whatever is appropriate to keep me as comfortable and free of pain as is reasonably possible, including the administration of pain relieving drugs of any kind or other surgical or medical procedures calculated to relieve my pain, including unconventional pain relief therapies which my Agent believes may be helpful, even though such drugs or procedures may lead to permanent physical damage, addiction or hasten the moment of (but not intentionally cause) my death.

## ARTICLE II (c)

I desire that my wishes be carried out through the authority given to my Agent by this instrument despite any contrary feelings, beliefs or opinions of members of my family, relatives, friends, conservator or guardian.

If no Agent designated in this instrument is available or able to willingly serve as my Agent or to exercise the powers granted in this article, I request that this document be given the same force and effect as any other written expression of intent under applicable law.

It is my intention that this instrument, both as a self-executing document and a delegation of power to my Agent, shall be deemed an exercise of all rights that I may have under the United States Constitution, the constitution of the state of my domicile, state and federal laws, rules, regulations and decisions, judicial and administrative, to refuse medical treatment, artificial nutrition and artificial hydration.

I authorize my Agent to establish a new residency or domicile for me, from time to time and at any time, within or without the state, and within or without the United States, for the purpose of exercising effectively the powers granted to my Agent in this Article.

In addition, if I have been in an irreversible coma (as defined above) for one day or more, or if because of my terminal condition as defined above it is no longer possible to nourish me without severe discomfort, and two physicians, as described above, also conclude that the nourishment will not improve my physical condition and I will not experience pain as a result of the withdrawal of nutrition or hydration, then my Agent may require that the procedures used to provide me with nutrition and hydration be withheld or, if previously instituted, to require that they be withdrawn.

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*[Handwritten signature]*

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## ARTICLE II (d)

In connection with the exercise of the powers and discretion herein granted, my Agent is authorized and empowered to perform any acts and things and to execute and deliver any documents, instruments and papers necessary, appropriate, incident or convenient to such exercise or exercises, including without limitation the following:

1. To seek on my behalf and at my expense:
  - (a) a declaratory judgement from any court of competent jurisdiction interpreting the validity of this instrument and the acts and discretion authorized by this instrument, but such legal action or declaratory judgement shall not be necessary in order for my Agent to perform any act or discretion authorized by this instrument;
  - (b) a mandatory injunction requiring compliance with my Agent's instructions by any person, organization, corporation or other entity obligated to comply with the instructions given by me; and
  - (c) actual and punitive damages against any person, organization, corporation or other entity obligated to comply with instructions given by me who negligently or willfully fails or refuses to follow such instructions.

2. To employ, compensate and discharge such medical and professional personnel including doctors, nurses, physical therapists, medical consultants and employees as my Agent deems appropriate.

## ARTICLE II (e)

In order to induce all persons and entities to act in accordance with the instructions of my Agent as authorized in this instrument, I hereby represent, warrant and agree that:

1. If this instrument is revoked or amended for any reason, I, my estate, my heirs, successors and assigns will hold any and all such persons and/or entities harmless from any loss or liability suffered or incurred by such person or entity in acting in accordance with the instructions of my Agent acting under this instrument prior to the receipt by such person or entity or actual written notice of any such revocation or amendment.

2. 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

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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, my estate, my heirs, assigns, and personal representatives.

3. If this instrument appoints more than one person to act concurrently as my Agent, and under the terms of this instrument, such persons may act only by the consent of all or by the consent of a specified number of such Agents, then:

- (a) upon the death of one or more of such Agents, or
- (b) upon the legal and/or mental incapacity of one or more of such Agents (in the opinion and judgement of the remaining Agents, supported by the written opinion of a licensed physician), or
- (c) if the consent of the required number of Agents cannot be readily obtained within the time reasonably available for emergency action or other action necessary to implement the purposes of this instrument,

actions taken with the consent of less than all or less than the specified number of the surviving Agents, as the case may be, shall be valid and enforceable acts under this instrument. Any party dealing with any person named as Agent (including any person named as an Alternate Agent hereunder) may rely upon as conclusively correct an affidavit or certificate under penalties or perjury of such Agent that if the consent of any other person or persons named as Agent herein is required in order for affiant or declarant to act, that (i) affiant or declarant has been given the requisite number of consents and such consents continue to be effective, or (ii) because of the death, legal or mental incapacity of one or more of such other Agents, affiant or declarant either may act alone or has the consent of such Agents as are not deceased or legally or mentally incapacitated, or (iii) the consent of the other Agents is not required if such consent cannot be readily obtained within the time reasonably available for emergency action or other action necessary to implement the purpose of this instrument.

4. No person or entity who relies in good faith upon the authority of my Agent under this instrument shall incur any liability to me, my estate, my heirs, successors, or assigns. In addition, no person who acts in reliance upon 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, my heirs, successors or assigns for permitting my Agent to exercise any such

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authority, nor shall any person or entity 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 upon 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.

5. Any party dealing with any person named as an Alternate Agent hereunder may rely upon as conclusively correct an affidavit or certificate under penalties of perjury such Agent that those persons named as prior Agents are no longer serving.

6. No person or entity relying upon any affidavit or certificate under penalties of perjury that this instrument specifically authorizes my Agent to execute and deliver to such person or entity shall incur any liability to me, my estate, my heirs, successors or assigns for permitting my Agent to exercise any such authority, nor shall any person or entity dealing with my Agent be responsible to determine or insure the proper application of funds or property by my Agent.

7. All persons or entities, including without limitation all physicians, medical providers, psychiatrists and therapists, from whom my Agent may request information regarding me, including my personal, medical or financial affairs or any other information which I myself 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 estate, my heirs, successors, and assigns for complying with my Agent's requests. I hereby waive all privileges applicable to such information and records to the extent required to effectuate compliance with my Agent's requests where empowered under this instrument. My Agent may also disclose such information to such persons and entities as my Agent shall deem appropriate.

## ARTICLE II (f)

It is my desire, and I hereby direct, that after my death, all decisions concerning the handling and disposition of my body be made by my Agent pursuant to Catholic tradition.

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STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

IN WITNESS WHEREOF, I, ELEANOR MONDANE, have executed this Power of Attorney consisting of 20 pages (including Appendix and Exhibits) on this 30 day of July, 1997, and thereby confirm and certify that I have read the provisions herein contained and provided, including the provisions authorizing my Agent to refuse medical treatment for me under the circumstances specified and that such provisions have been explained to me to my satisfaction and do, in fact, state my wishes and desires under the circumstances described.

SIGNED:

*Eleanor Mondane* *W.A. Lane*  
ELEANOR MONDANE

*Frank William Mondane*  
FRANK WILLIAM MONDANE (AGENT)

*Eleanor Mondane*  
ELEANOR MONDANE (PRINCIPAL)

*Daniel Frank Mondane*  
DANIEL FRANK MONDANE  
(SUCCESSOR AGENT)

*Eleanor Mondane*  
ELEANOR MONDANE (PRINCIPAL)

WITNESSES:

Each of us believes that the person making this advance directive is of sound mind, that she signed or acknowledged this advance directive in our presence, and that she appears not to be acting under any duress or undue influence. Neither of us is related to the person making this advance directive by blood, marriage or adoption, nor, to the best of our knowledge, are either of us named in her will. Nor are we a person appointed in this advance directive, a health care provider or an employee of an health care provider who is now, or has been in the past, responsible for the care of the person making this advance directive.

*James J. Buehler Sr.*

Resides at: *31 E. Country Club Dr.*  
*Northlake IL 60164*

*David C. Labno*

Resides at: *1225 S 59th Ct.*  
*Cicero, IL 60804*

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STATE OF ILLINOIS    )  
                                  )  
COUNTY OF COOK     )

The undersigned, a Notary Public in and for the above county and state, certifies that ELEANOR MONDANE, known to me to be the same person whose name is subscribed as principal to the foregoing 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.

DATED: 7/30/97

SUBSCRIBED AND SWORN to before me this  
30th day of July, 1997.

Alla Ovrutsky  
NOTARY PUBLIC



Property of Cook County Clerk's Office

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**LEGAL DESCRIPTION:**

See attached Group Exhibit A consisting of the following:

One (1) page from Edward J. Rosewell, Cook County Treasurer; and a two (2) page microfich copied deed for 1331 S. Elmwood, Berwyn, Illinois, 604021138.

**STREET ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_

**PERMANENT TAX INDEX NUMBER** 16-19-215-014-0000

THE SPACE ABOVE IS NOT PART OF OFFICIAL STATUTORY FORM. IT IS ONLY FOR THE AGENT'S USE IN RECORDING THIS FORM WHEN NECESSARY FOR REAL ESTATE TRANSACTIONS.

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## APPENDIX A

### Section 3-4 of the Illinois Statutory Short Form Power of Attorney for Property Law

Section 3-4. Explanation of powers granted in the statutory short form power of attorney for property. This Section defines each category of powers listed in the statutory short form power of attorney for property and the effect of granting powers to an agent. When the title of any of the following categories is retained (not struck out) in a statutory property power form, the effect will be to grant the agent all of the principal's rights, powers and discretion with respect to the types of property and transactions covered by the retained category, subject to any limitations on the granted powers that appear on the face of the form. The agent will have authority to exercise each granted power for and in the name of the principal with respect to all of the principal's interests in every type of property or transaction covered by the granted power at the time of exercise, whether the principal's interests are direct or indirect, whole or fractional, legal, equitable or contractual, as a joint tenant in common or held in any other form; but the agent will not have power under any of the statutory categories (a) through (o) to make gifts of the principal's property, to exercise powers to appoint to others or to change any beneficiary whom the principal has designated to take the principal's interests at death under any will, trust, joint tenancy, beneficiary form or contractual arrangement. The agent will be under no duty to exercise granted powers or to assume control of or responsibility for the principal's property or affairs; but when granted powers are exercised, the agent will use due care to act for the benefit of the principal in accordance with the terms of the statutory property power and will be liable for negligent exercise. The agent may act in person or through others reasonably employed by the agent for that purpose and will have authority to sign and deliver all instruments, negotiate and enter into all agreements and do all other acts reasonably necessary to implement the exercise of the powers granted to the agent.

(a) Real estate transactions. The agent is authorized to: buy, sell, exchange, 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); collect all rent, sale proceeds and earnings from real estate; convey, assign and accept title to real estate; grant easements, create conditions and release rights of homestead with respect to real estate; create land trusts and exercise all powers under land trusts; hold, possess, maintain, repair, improve, subdivide, manage, operate and insure real estate; pay, contest, protest and compromise real estate taxes and assessments; and, in general, exercise all powers with respect to real estate which the principal could if present and under no disability.

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*[Handwritten initials]*



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(b) Financial institution transactions. The agent is authorized to: open, close, continue and control all accounts and deposits in any type of financial institution (which term includes, without limitation, banks, trust companies, savings and building and loan associations, credit unions and brokerage firms); deposit in and withdraw from and write checks on any financial institution account or deposit; and, in general, exercise all powers with respect to financial institution transactions which the principal could if present and under no disability.

(c) Stock and bond transactions. The agent is authorized to: 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 which the principal could if present and under no disability.

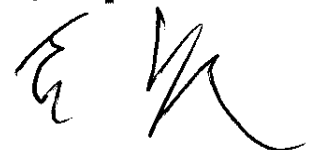
(d) Tangible personal property transactions. The agent is authorized to: buy and sell, lease, exchange, collect, possess and take title to all tangible personal property; move, store, ship, restore, maintain, repair, improve, manage, preserve, insure and safekeep tangible personal property, and, in general, exercise all powers with respect to tangible personal property which the principal could if present and under no disability.

(e) Safe deposit box transactions. The agent is authorized to: open and have access to all safe deposit boxes; sign, renew, release or terminate any safe deposit contract; drill or surrender any safe deposit; and, in general, exercise all powers with respect to safe deposit matters which the principal could if present and under no disability.

(f) Insurance and annuity transactions. The agent is authorized to: procure, acquire, continue, renew, terminate or otherwise deal with any type of insurance or annuity contract (which terms include, without limitation, life, accident, health, disability, automobile casualty, property or liability insurance); pay premiums or assessments on or surrender and collect all distributions, proceeds or benefits payable under any insurance or annuity contract; and, in general, exercise all powers with respect to insurance and annuity contracts which the principal could if present and under no disability.

(g) Retirement plan transactions. The agent is authorized to: contribute to, withdraw from and deposit funds in any type of retirement plan (which term includes, without limitation, any tax

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qualified or non-qualified pension, profit sharing, stock bonus, employee 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 plan; make rollover 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 which the principal could if present and under no disability.

(h) Social Security, unemployment and military service benefits. The agent is authorized to: prepare, sign and file any claim or application for Social Security, unemployment or military service benefits; sue for, settle or abandon any claims to any benefit or assistance under any federal, state, local or foreign statute or regulation; control, deposit to any account, collect, receipt for, and take title to and hold 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 which the principal could if present and under no disability.

(i) Tax matters. The agent is authorized to: sign, verify and file all the principal's federal, state and local income, gift, estate, property and other tax returns, including joint returns and declarations of estimated tax; pay all taxes; claim, sue for and receive all tax refunds; 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 sign and deliver all tax powers of attorney on behalf of the principal that may be necessary for such purposes; waive rights and sign all documents on behalf of the principal as required to settle, pay and determine all tax liabilities; and, in general, exercise all powers with respect to tax matters which the principal could if present and under no disability.

(j) Claims and litigation. The agent is authorized to: institute, prosecute, defend, abandon, compromise, arbitrate, settle and dispose of any claim in favor of or against the principal or any property of the principal; collect and receipt for any claim or settlement proceeds and waive or release all rights of the principal; employ attorneys and others and enter into contingency agreements and other contracts as necessary in connection with litigation; and, in general, exercise all powers with respect to claims and litigation which the principal could if present and under no disability.

(k) Commodity and option transactions. The agent is authorized to: buy, sell, exchange, assign, convey, settle and

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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 which the principal could if present and under no disability.

(l) Business operations. The agent is authorized to: organize or continue and conduct any business (which term includes, without limitation, any farming, manufacturing, service, mining, retailing or other type of business operation) in any form, whether as a proprietorship, joint venture, partnership, corporation, trust or other legal entity; 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; and, in general, exercise all powers with respect to business interests and operations which the principal could if present and under no disability.

(m) Borrowing transactions. The agent is authorized to: borrow money; mortgage or pledge any real estate or tangible or intangible personal property as security for such purposes; sign, renew, extend, pay and satisfy any notes or other forms of obligation; and, in general, exercise all powers with respect to secured and unsecured borrowing which the principal could if present and under no disability.

(n) Estate transactions. The agent is authorized to: accept, receipt for, exercise, release, 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 benefit of the principal that terminates at the death of the principal and is then distributable to the legal representative of the estate of the principal; and, in general, exercise all powers with respect to estates and trusts which the principal could if present and under no disability; 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 or require the trustee of any trust for the benefit of the principal to pay income or principal to the agent unless specific authority to that end is given, and specific reference to the trust is made, in the statutory property power form.

(o) All other property powers and transactions. The agent is authorized to: exercise all possible powers of the principal with respect to all possible types of property and interests in property, except to the extent the principal limits the generality

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*[Handwritten signature]*

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of this category (o) by striking out one or more of categories (a) through (n) or by specifying other limitations in the statutory property power form.

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*[Handwritten initials]*

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EDWARD J. ROSEWELL      COOK COUNTY TREASURER  
07/07/97      Receipt : 1      Employee : GARY      Page : 1

P I N : 16-19-215-014-0000      Volume : 000002

Address : 1331 S ELMWOOD/DERWYN,IL 604021138

Name : MONDANE

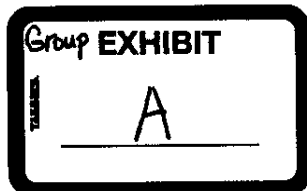
Mailing : 1331 S ELMWOOD/DERWYN,IL 604021138

Legal Description :  
Sub-Division Name : OGDEN ADD TO SOUTH RIDGELAND

Legal : OGDENS ADD TO'S RIDGELAND A SUB OF BLK 32 IN SUB OF SEC 19 SEE A  
REC DATE: 06/23/1977      DOC NO: 23988538

ST-TN-RG	BLOCK	PT	LOT
19-39-13	0000032		0000033

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188720(21)

E. M





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500K57105 PAGE 3006

remaining unpaid on the indebtedness hereby secured: (1) If the said principal money remaining unpaid. The surplus of the proceeds of sale, if any, shall then be paid to the Mortgagor.

If Mortgagor shall pay said note at the time and in the manner aforesaid and shall abide by, comply with and duly perform all the covenants and agreements herein, then this conveyance shall be null and void and Mortgagee will, within thirty (30) days after written demand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagee.

IT IS EXPRESSLY AGREED that no extension of the time for payment of the debt hereby secured given by the Mortgagee to any successor in interest of the Mortgagor shall operate to release, in any manner, the original liability of the Mortgagor.

THE COVENANTS HEREIN CONTAINED shall bind, and the benefits and advantages shall inure, to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the masculine gender shall include the feminine.

WITNESS the hand and seal of the Mortgagor, the day and year first written.

[SEAL] *William T. Merrill* [SEAL]  
[SEAL] *Constance R. Merrill* [SEAL]

STATE OF ILLINOIS  
COUNTY OF COOK

MAURICE J. MERRILL  
Notary Public

That WILLIAM T. MERRILL, a Notary Public, in and for the county and State aforesaid, the his wife, CONSTANCE R. MERRILL, his wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that they signed, sealed, and delivered the said instrument as their free and voluntary act and deed for the purposes therein set forth, including the release and waiver of the right of redemption.

Witness my hand and Notarial Seal this 9th day of February, A. D. 1959

Cook County Clerk's Office

This form may be used as the security instrument in compliance with Section 22.2, Article 22, Chapter 100, Illinois Compiled Statutes (605 ILCS 100/22.2) and to conform with the provisions of Section 22.2 of the Illinois Uniform Gifts to Minors Act.

STATE OF ILLINOIS  
Learly No.

Mortgage

WILLIAM T. MERRILL and  
CONSTANCE R. MERRILL, his wife;

TO

FEDERAL NATIONAL BANK OF JAYCOOD;

Rec. No. \_\_\_\_\_  
Date Rec'd in the Clerk's Office \_\_\_\_\_



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## TICOR TITLE INSURANCE COMPANY

ORDER NUMBER: 2000 000399545 SC  
STREET ADDRESS: 1331 ELMWOOD AVENUE  
CITY: BERWYN COUNTY: COOK COUNTY  
TAX NUMBER: 16-19-215-014-0000

**LEGAL DESCRIPTION:**

LOT 33 IN OGDON'S ADDITION TO SOUTH RIDGELAND, BEING A SUBDIVISION OF BLOCK 32, IN THE SUBDIVISION OF SECTION 19 (EXCEPT THE SOUTH 300 ACRES THEREOF) , TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office