

UNOFFICIAL COPY



0705231096

Doc#: 0705231096 Fee: \$32.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/21/2007 03:37 PM Pg: 1 of 5

3-8-07
POWER OF ATTORNEY
FITTS
14843 LANDINGS LANE
OAK FOREST, IL 60452
PIN# 17-16-405-020-0000
07BAR 07589

Property of Cook County Clerk's Office

54C

5 pages

File #

UNOFFICIAL COPY

ILLINOIS STATUTORY SHORT FORM POWER OF ATTORNEY FOR PROPERTY

(NOTICE: The purpose of this Power of Attorney is to give the person you designate (your "Agent") broad powers to handle your property, which may include powers to pledge, sell or otherwise dispose of any real or personal property without advance notice to you or approval by you. This form does not impose a duty on your agent to exercise granted powers, but when powers are exercised, your agent will have to use due care to act for your benefit and in accordance with this form and keep a record of receipts, disbursements and significant actions taken as an agent. A Court can take away the powers of your agent if it finds the agent is not acting properly. You may name Successor Agents under this form but not Co-Agents. Unless you expressly limit the duration of this power in the manner provided below, until you revoke this power or a Court acting on behalf terminates it, your agent may exercise the powers given here throughout your lifetime, even after you become disabled. The powers you give your agent, your right to revoke those powers and the penalties for violating the law are explained more fully in Section 3-4 of the Illinois "Statutory Short Form Power of Attorney For Property Law" of which this form is a part. Said law expressly permits the use of any different form or Power of Attorney you may desire. If there is anything about this form that you do not understand, you should ask a lawyer to explain it to you.

POWER OF ATTORNEY made this 16th day of FEBRUARY, 2007.

1. I, AMY M. FITTS, of the State of Illinois, hereby appoint, my husband SCOTT J. FITTS, as my Attorney-in-Fact (my "Agent") 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" (including all amendments), but subject to any limitations on or additions to the specified powers inserted in Paragraph 2 or 3 below:

(You must strike out any one or more of the following categories of powers you do not want your Agent to have. Failure to strike the title of any category will cause the powers described in that category to be granted to the Agent. To strike out a category you must draw a line through the title of that category.)

(a) Real estate transactions

(Limitations on and additions to the Agent's powers may be included in this Power of Attorney if they are specifically described below.)

2. The powers granted above shall not include the following powers or shall be modified or limited in the following particulars (here you may include any specific limitations you deem appropriate, such as a prohibition or conditions on the sale of particular stock or real estate or special rules on borrowing by the Agent):

None.

UNOFFICIAL COPY

3. In addition to the powers granted above, I grant my Agent the following powers (here you may add other delegable powers including, without limitation, power to make gifts, exercise powers of appointment, name or change beneficiaries or joint tenants or revoke or amend any trust specifically referred to below):

None.

(Your Agent will have authority to employ other persons as necessary to enable the Agent to properly exercise the powers granted in this form, but your Agent will have to make all discretionary decisions. If you want to give your Agent the right to delegate discretionary decision-making powers to other, you should keep the next sentence, otherwise it should be stricken.)

4. My Agent shall have the right by written instrument to delegate any and all of the foregoing powers involving discretionary decision-making to any person or persons whom my Agent may select, but such delegations may be amended or revoked by and Agent (including any successor) named by me who is acting under this power of attorney at the time of reference.

(Your Agent will be entitled to reimbursement for all reasonable expenses incurred in acting under this Power of Attorney. Strike out the next sentence if you do not want your Agent to also be entitled to reasonable compensation for services as Agent.)

5. My Agent shall be entitled to reasonable compensation for services rendered as Agent under this Power of Attorney.

(This Power of Attorney may be amended or revoked by you at any time and in any manner. Absent amendment or revocation, the authority granted in this Power of Attorney will become effective at the time this Power is signed and will continue until your death unless a limitation on the beginning date or duration is made by initialing and completing either (or both) of the following):

6. This Power of Attorney shall become effective on the 16th day of FEBRUARY, 2007, for the sole purpose of executing any and all documents necessary to accomplish the sale of the real estate located at 780 S. Federal Street #202, Chicago IL, and shall terminate upon completion of the same.

(If you wish to name Successor Agent, insert the name(s) and address(es) of such successor(s) in the following paragraph.)

7. If any Agent named by me shall die, become legally disabled, resign or refuse to act, I name the following (each to act alone, and successively, in order named) as successor(s) to such Agent:

None.

UNOFFICIAL COPY

(If you wish to name a Guardian of your person or a Guardian of your estate, or both, in the event a Court decides that one should be appointed, you may, but are not required to, do so by inserting the name(s) of such Guardian(s) in the following Paragraphs. The Court will appoint the person nominated by you if the Court finds that such appointment will serve your best interests and welfare. You may, but are not required to, nominate as your Guardian(s) the same person named in this form as your Agent.)

8. If a Guardian of my person is to be appointed, I nominate the following to serve as such Guardian:

None

9. If a Guardian of my estate (my property) is to be appointed, I nominate the following to serve as such Guardian:

None

10. I am fully informed as to all the contents of this form and understand the full import of this grant of powers to my Agent.

Signed: _____

Amy M. Fitts (Principal)

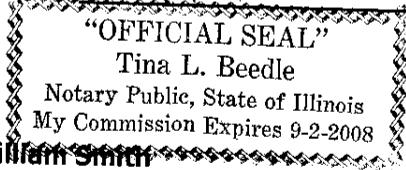
Witness: _____

J. E. Grant

STATE OF ILLINOIS)
COUNTY OF Kankakee) ss.

The undersigned, a notary public in and for the above county and state, certifies that Amy M. Fitts, 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, (and certified to the correctness of the signature(s) of the Agent(s).

DATED: 2/16/07



Tina L. Beedle
NOTARY PUBLIC

William Smith
3 Diversatech Drive, Manteno IL 60950
(815) 468-6504

UNOFFICIAL COPY

PARCEL A: Unit 780-202 in the Printers Square Condominium as delineated on a plat of survey of Printers Square Condominium which is a plat of part of the following described real estate:

Parcel 1: Lots 17 to 32, both inclusive, in Brand's Subdivision of Block 125 in the School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Lots 2, 5 (except the West 5.64 feet of the North 1/2 of said Lot 5) 8, 11, 14, 17 and 20 (except that part of Lots 2, 5, 8, 11, 14, 17 and 20 lying West of the East line of alley running North and South across the rear of said Lots as located on July 1, 1969) in Goodhue's Subdivision of Block 126 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, and is attached as Exhibit "B" to the Declaration of Condominium recorded January 31, 2006 as Document Number 0603134126, as amended from time to time, together with such units undivided percentage interest in the common elements.

PARCEL B: Non-exclusive easement for ingress and egress appurtenant to and for the benefit of that part of Parcel A lying in Parcel 2 of the tract of which Parcel A is a part, as aforesaid, as set forth in Agreement recorded as Document 5550380 and in Agreement recorded as Document 13016949 over and upon the North and South private alley running across the rear or Westerly portion of Lots 2, 5, 8, 11, 14 and 17 in Goodhue's Subdivision of Block 126 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL C: Exclusive and non-exclusive easements appurtenant to and for the benefit of Parcel A contained, and more particularly defined and described in Reciprocal Easement and Operating Agreement, dated July 8, 2005 and recorded July 13, 2005 as Document 0519432173, made among Waterton Printers' Square, L.L.C., a Delaware limited liability company, Federal Street, LLC, a Delaware limited liability company, and Printers Square Garage, LLC, an Illinois limited liability company, over and across the Commercial Parcel defined and described therein.

FOR INFORMATIONAL PURPOSES ONLY:

Common Address: 780 South Federal Street, Unit 202, Chicago, IL 60605
PIN: 17-16-405-020-0000 (Underlying PIN)