## **UNOFFICIAL COPY**



Doc#: 0731033131 Fee: \$30.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 11/06/2007 02:14 PM Pg: 1 of 4

POWER OF ATTORNEY

LOT 39 (EXCEPT THE SOUTH 5 FEET THEREOF) IN BLOCK 10 IN MILLS & VESEY'S GLADSTONE PARK ADDITION, BEING A SUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE CENTER OF MILWAUKEE AVENUE, AND A RESUPDIVISION OF THAT PART OF CARPENTER'S SUBDIVISION IN THE SOUTHEAST FRACTIONAL QUARTER OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BETWEEN THE CENTER OF MILWAUKEE AVENUE AND ELSTON AVENUE IN COOK COUNTY, ILLINOIS.

PIN # 13 -05-429-023

P.M.Z.M.

Prepared by & Mail to:

Gerald Prendergast Prendergast & DelPrincipe 3540 W 95th St Evergreen Park, IL 60805

yob

### SPECIFIC POWER OF ATTORNEY TO PURCHASE REAL PROPERTY

THE STATE OF ILLINOIS

KNOW ALL MEN BY THESE

PRESENTS: COUNTY OF COOK

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

1. To acquire, purchase or execute any contract to purchase, on such terms and for such consideration as my said agent shall deem proper, the hereinafter described real property (hereinafter referred to as the "Property") together with all improvements and personal property situated thereon, to-wit:

#### 5636 N. Menard Chicago, II 60646

- 2. To pay all cost, expenses or other claims; to make, sign, execute, acknowledge and deliver a Note and Deed of Trust/Murtgage covering the Property to or for my benefit and to bind me pursuant thereto, on such form or forms and pursuant to such terms as provided by the lender;
- 3. To accept a Deed to the Property in my place and stead, said Deed retaining a Vendor's Lien additionally securing the above Note and Deed of Trust/Mortgage;
- 4. For me and in my place and stead to execute any and all instruments pursuant to such Loan. Note and Deed of Trust, including, but not him ted to, closing statements, disclosure statements, water district notices, waivers as may be required incident to or pursuant to such loan;
- To take, hold, possess, convey, lease, let, or otherwise manage any or all of my real, personal, or mixed property, or any interest in it or pertaining to it; to spect, remove, or relieve tenants or others persons from, and recover possession of, this Frenerty by all lawful means; to maintain, protect, preserve, insure, remove, store, transport, repair rebuild, modify, or improve the same or any part of it; and to dedicate easements;
- 6. To make, endorse, guarantee, accept, receive, sign, seal, execute, acknowledge and deliver assignments, agreements, certificates, hypothecations, checks, notes mortgages, deeds of trust, bonds, vouchers, receipts, releases, and such other instruments in writing of whatever kind or nature, as may be proper;
- 7. To make deposits or investments in or withdrawals from any account, holding or interest which I may now or in the future have, or be entitled to, in any banking, trust, or investment institution, including postal savings depository offices, credit unions, savings and loan associations, and similar institutions; to exercise any right, option, or privilege pertaining to it or them, including, but not limited to, the authority to borrow money; and to open or establish accounts, holdings, or interest of whatever kind or nature, with any of these institutions, in my name or in the name of my attorney-in-fact or in our names jointly, either with or without right of survivorship;

Office

## 10/01/2007 MON 19:15 FAX 708 424 8922 Prendergast&DelPrincipe

- To engage and dismiss agents, counsels, attorneys, accountants, and employees, and to appoint and remove at pleasure any substitute for, or any agent of, my attorney-in-fact in respect to all or any of the matters or things mentioned in this document and upon any terms that my attorney-in-fact shall think fit, in connection with the Property;
- To do any and all other acts as may be necessary to complete the purchase of 9.

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

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

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

> Lender: First Horizon Home, Loans Address: 1555 W. Walnut Hill Lane

Suite 200

Irving Texas 75018

Attn:

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

Signed this 15 day of October, 2007

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# **UNOFFICIAL COPY**

STATE OF //LINOIS
COUNTY OF Cao K
I, Donald J. McKirdie, A NOTARY PUBLIC IN AND FOR SAI COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT
ROCCO WISTAFKE
PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME /S
SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS
DAY IN PERSON AND ACKNOWLEDGED THAT HE SIGNED, SEALED,
AND DELIVERED THE SAID INSTRUMENT AS HIS FREE AND VOLUNTAR
ACT, FOR THE USES AND PURPOSES HEREIN SET FORTH.
GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS 200 DAY OF
October. 30 07.
OFFICIAL SEAL"
NOTARY PUBLIC  Notary Public, State of Illinois My Commission Exp. 12/06/2007