UNOFFICIAL COPY
COOK COUNTY

10935934

ILLINOIS DURABLE!

POWER OF

ATTORNEY FOR

PROPERTY

MAIL TO:

Garr & DeMaertelaere, Ltd

30 Turner Ave.

Elk Grove Village, IL 60007

RECORDER
IMPRINT
CORRECTION
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08038231



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COOK COUNTY RECORDER

RECORDER'S STAMP

POWER OF ATTORNEY made this 4th day of APAIL 1998.

1. I (we), Gerald Moultry and Vickie Moultry, his wife, hereby appoint LEE D. GARR OR RAY J. DE MAERTELAERE of the Law Firm of GARR & DE MAERTELAERE, LTD., Cendant Mobility Services Corporation, a Delaware Corporation'S AUTHORIZED REPRESENTATIVE, OR a duly authorized OFFICER OF Cendant Mobility Services Corporation, a Delaware Corporation, as our attorney-in-fact (our "Agent") to act for us and in our name (in any way we could act in person) with respect to transactions relating to Real Property commonly known as 654 Dogley Lane, Bartlett, Illinois, (the "Property") and legally described as:

(SEE EXHIBIT "A", ATTACHED HERETUI

- 2. I (we) grant our agent the following specific powers with respect to the Property:
- (a) to make, execute and deliver any deed, mortgage or lease, whether with or without covenants or warranties, relating to the Property, to insert the name or names of the grantees who will purchase the property and to make any and all necessary changes or additions to any such deed, mortgage or lease;
 - (h) to execute a listing and/or sale agreement for the Property;
- (c) to enter upon and take possession of the premises, including, but not limited to, any buildings or other structures located on the Property;
- (d) to obtain insurance of any kind, nature or description whatsoever on any of the Property and/or in connection with the management, use or occupation thereof and/or on any personal property belonging to me (us) on such Property and/or relating to the rents, issues and profits arising therefrom, and to make, execute and file claims and/or proof(s) of all loss(es) sustained or claimable thereunder, and all other related instruments, and to make, execute and deliver receipts, releases or other discharges therefor, under seal or otherwise;

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- (e) to demand, sue for, collect, recover and receive all goods, claims, debts, monies, interests and demands whatsoever now due, or that may hereafter be due or belong to me (us) (including the right to institute any action, suit or legal proceeding at law or in equity for the recovery of any such Property or any portion thereof which I (we) may be entitled to possess), and to make, execute and deliver receipts, releases or other discharges therefor, under seal or otherwise;
- (f) to defend, settle, adjust, submit to arbitration and compromise all actions, suits, accounts, claims and demands whatsoever with respect to the Property which now are, or hereafter may be, pending between me (us) and any person, firm, association, corporation or other entity in such manner and in all respects as my (our) attorney shall think fit:
- (g) to bire accountants, attorneys at law, clerks, inspectors, appraisers, brokers, workmen and others, and to remove them, and to pay and allow to the persons so employed such salaries, wages or other remuneration as my (our) attorney shall think fit with respect to the Property;
- (h) to constitute and appoint one or more attorneys for me (us) with full power of revocation; and
- (i) without in any way limiting the foregoing, generally to do all other things reasonably necessary to maintain the Property and ultimately to convey it, or to lease said Property if necessary or do any other necessary act relating to the Property.
- 3. I (we) specifically authorize our agent to direct the title insurance company, if any, involved in any sale transaction relating to the Property to pay proceeds to the Law Firm of GARR & DE MAERTELAERE, LTD., and, moreover, I (we) specifically assign and set over unto Cendant Mobility Services Corporation, a Delaware Corporation all of my/our right, title and interest in and to any mortgage escrew impound fund account with any lender with which we may have or had a mortgage, any mortgage payments made by Cendant Mobility Services Corporation, a Delaware Corporation on my/our hehalf, and any future refund or adjustment payments. By reason of the foregoing, Cendant Mobility Services Corporation, a Delaware Corporation is the real party in interest as seller of the freperty for all purposes, including, but not limited to any federal, state or local tax and information reporting requirements.

I (we) do hereby ratify and confirm all acts whatsoever that my (our) attorney shall do or cause to be done relating to the Property by virtue of this Power of Attorney. To induce any third party to act hereunder, I (we) hereby agree that any third party receiving a duly executed copy or facsimile of this instrument may act hereunder, and that revocation or termination hereof shall be ineffective as to such third party unless and until actual notice or knowledge of such revocation or termination shall have been received by such third party, and I (we), for myself (ourselves) and for my (our) heirs, executors, legal representatives and assigns, hereby agree to indemnify and hold hermless any such third party from and against any and all claims that may arise against such third party by reason of such third party having relied upon the provisions of this Power of Attorney.

- 4. My (our) Agent shall have the right hy written instrument to delegate any or all of the foregoing powers involving discretionary decision-making to any person or persons whom our Agent may select, but such delegation may be amended or revoked by any Agent (including any successor) named by us who is acting under this Power of Attorney at the time of reference.
- 5. (x) This Power of Attorney shall become effective upon my (our) signing of the same.
- 6. I (we) are fully informed as to all the contents of this form and understand the full import of this grant of powers to our Agent.

6	Signed: Levald Mouth Gerald Mouth	
0,	Gerald Moultry	
3	Signed John Mouth Vickie Moultry	
C	Vickie Moultry	

(THIS POWER OF ATTURNEY WILL NOT BE EFFECTIVE UNLESS IT IS NOTARIZED.)

State of <u>ILLINOIS</u>) SS County of <u>Cook</u>) OFFICIAL SEAL ANNA I CITRO

NO ARY PUBLIC, STATE OF ILLINOIS MY JOMMISSION EXPIRES:09/08/01

The undersigned, a Notary Public 17 and for the above County and State, certifies that Gerald Moultry and Vickie Moultry, his wife, known to me to be the same person(s) whose name(s) is/are subscribed as Principal(s) 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(s), for the uses and purposes therein set forth.

Dated: _	4-4	, 199 <u>8</u> .	O _x
		ann 9	Citro
		Notary Public	
My commiss	sion expires:	9/8/01	
This docum	ment was prepared	l by:	

GARR & DE MAERTELAERE, LTD. Attorneys at Law 50 Turner Avenue Elk Grove Village, Illinois 60007 (847) 593-8777

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EXHIBIT A

Parcel 1:

Lot 53 in Bartlett on the Greens Subdivision and P.U.D. Plat of Phase One, being a subdivision of part of the Northeast Quarter and part of the Southeast Quarter of Section 29, Township 41 North, Range 9, East of the Third Principal Meridian, according to the plat thereof recorded January 8, 1988 as Document 88010837, in Cook County, Illinois.

Parcel 2:

Nonexclusive perpetual easement appurtenant to and for the henefit of parcel 1 afcresaid as created by agreement dated November 5, 1987 and recorded December 3, 1987 as Document 87640493 for ingress and egress over and upon the inflowing described parcel of land:

That part of the Northeast Quarter of Section 29, Township 41 North, Range 9, East of the Third Principal Meridian, described as follows:

Commencing at the East Quarter corner of said Section 29; thence South 87 degrees 40 minutes 20 seconds West along the South line of the Northeast Quarter of said Section 29, a distance of 129.36 feet; thence North 19 Degrees 38 Minutes 58 Seconds West 295.13 feet; thence North 4 Degrees 08 Minutes 58 Seconds West 143.55 feet; thence North 35 Degrees 40 Minutes 06 Seconds West 103.91 feet; thence North 89 Degrees 59 Minutes 30 Seconds West 241.97 feet to the point of beginning; thence North 44 Degrees 10 Minutes 28 Seconds West 394.85 feet: thence Northerly 506.21 feet along the arc of a circle, tangent to the last described course, convex Westerly having a radius of 500.00 feet and whose chord bears North 15 Degrees 10 Minutes 15 Seconds West, a distance of 484.85 feet; thence North 13 Degrees 49 Minutes 58 Seconds East, Tangent to the last described course, 933.55 feet; thence North 56 Degrees 50 Minutes 08 Seconds East 19.01 feet to a point on the Southerly line of U.S. Route 20 (lake Street); thence Westerly 109.09 feet along the last mentioned Southerly line, being the arc of a circle, convex Southerly having a radius of 2,253 87 feet and whose chord hears North 78 Degrees 58 Minutes 24 Seconds West, a distance of 109.08 feet; thence South 32 Degrees 03 Minutes 03 Seconds East 41.77 feet; thence South 13 Degrees 49 Minutes 58 Seconds West 913.11 feet; thence Southerly 573.03 feet along the arc of a circle, tangent to the last described course, convex Westerly having a radius of 566.00 feet and whose chord hears South 15 Degrees 10 Minutes 15 Seconds East, a distance of 548.87 feet; thence South 44 Degrees 10 Minutes 28 Seconds East 445.18 feet; thence North 45 Degrees 49 Minutes 32 Seconds East 66.00 feet; thence North 44 Degrees 10 Minutes 28 Seconds West 51.33 feet to the point of heginning, in Cook County, Illinois.

Permanent Index Number: 06-29-402-015-0000

Common Address: 654 Dogleg Lane, Bartlett, Illinois