



Doc#: 0826247069 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/18/2008 11:36 AM Pg: 1 of 5

4388657 3/4

(9/15)

Property of Cook County Clerk's Office

SPECIFIC DURABLE POWER OF ATTORNEY

[Space Above This Line For Recording Data]

After Recording Return To: EMIL ROSEK, 1060 LAKE ST
HAWOVER PK IL 60133

Prepared By: EMIL ROSEK
1060 LAKE ST
HAWOVER PK IL 60133

NOTICE: IF YOU HAVE ANY QUESTIONS ABOUT THE POWERS YOU ARE GRANTING TO YOUR AGENT AND ATTORNEY-IN-FACT IN THIS DOCUMENT, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH-CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.

Section: _____ Lot: _____
Block: _____ Unit: _____

Specific Durable Power of Attorney
1U015-XX (12/07)(d/l)

UNOFFICIAL COPY

I, Kevin Diestel,
 whose address is 540 San Vicente, #19, Santa Monica, CA 90402,
 appoint James Diestel,
 whose address is 921 N. Kingsbury, Chicago, IL 60610,
 as my agent and attorney-in-fact ("Agent") to act for me in any lawful way with respect to applying for and consummating financial transactions involving the Property (described below).

1. PROPERTY

The Property is described as:

See Attached Legal Description

Permanent Index Numbers 11-04-305-031 and 17-04-307-030

and has an address of 437 W. Division, #01-815 & P01-5, Chicago, IL

KD
~~60602~~
 60610

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2. AGENT'S AUTHORITY

(YOU MUST CROSS OUT ALL POWERS YOU WISH TO WITHHOLD FROM YOUR AGENT)

I hereby authorize my Agent to do all acts necessary to obtain financing and pledge the Property as security on my behalf for the following purposes:

- Purchase the Property
- Refinance to pay off existing liens on the Property
- Construct a new dwelling on the Property
- Improve, alter or repair the Property
- Withdraw cash equity from the Property
- Establish a line of credit with the equity in the Property

3. SPECIAL INSTRUCTIONS

VA Loan: In the event my Agent applies for a loan on my behalf that is guaranteed by the Department of Veterans Affairs: (1) all or a portion of my entitlement may be used; (2) if this is a purchase transaction, the price of the Property is \$ _____; (3) the amount of the loan to be secured by the Property is \$ _____; and (4) I intend to use and occupy the Property as my home. My Agent is authorized to sign the loan application, receive federal-, state- and investor-required disclosures, and sign all documents necessary to consummate the loan on my behalf.

FHA Loan: I intend to use and occupy the Property as my home. My Agent is authorized to sign the loan application (only if I am incapacitated), receive federal-, state- and investor-required disclosures, and sign all documents necessary to consummate the loan on my behalf.

Conventional Loan: My Agent is authorized to sign the loan application, receive federal-, state- and investor-required disclosures, and sign all documents necessary to consummate the loan on my behalf.

4. GENERAL PROVISIONS

THIS POWER OF ATTORNEY IS EFFECTIVE IMMEDIATELY AND WILL CONTINUE UNTIL IT IS REVOKED BY ME. Any third party who receives a copy of this Power of Attorney may act under it. Revocation of this Power of Attorney is not effective as to a third party until the third party receives actual notice of the revocation. I agree to indemnify the third party for any claims that arise against the third party due to reliance on this Power of Attorney.

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THIS POWER OF ATTORNEY IS NOT AFFECTED BY MY SUBSEQUENT DISABILITY OR INCAPACITY.

I HEREBY RATIFY AND CONFIRM ALL THAT MY AGENT MAY LAWFULLY DO OR CAUSE TO BE DONE BY VIRTUE OF THIS POWER OF ATTORNEY AND THE RIGHTS, POWERS AND AUTHORITY GRANTED HEREIN.

Kevin Diestel 8/18/08
Principal Date

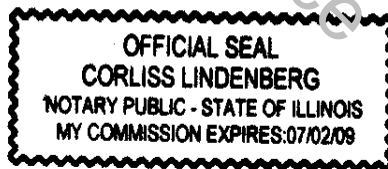
Earl J. Roloff 8/18/08
Witness Earl J. Roloff Date
Joy Weslo
Witness Joy Weslo Date

WARNING TO AGENT: THE AGENT AND ATTORNEY-IN-FACT, BY ACCEPTING OR ACTING UNDER THE APPOINTMENT, ASSUMES THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN AGENT.

Notary Public must ensure the acknowledgment is in correct form.

STATE OF Illinois
COUNTY OF DuPage
The foregoing instrument was acknowledged before me this 8/18/08 by Kevin Diestel
Corliss Lindenberg
Notary Public

Specific Durable Power of Attorney
1U015-XX (12/07)



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PARCEL 1: UNIT 01-815 AND P01-008 IN THE PARKSIDE OF OLD TOWN MIDRISE LEASEHOLD CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

CERTAIN LOTS IN PARKSIDE OF OLD TOWN BEING A RESUBDIVISION AND CONSOLIDATION OF PARTS OF BLOCKS 2 AND 3, AND ALL OF BLOCKS 4 AND 5, AND PARTS OF VACATED ALLEYS LYING WITHIN BLOCK 2 AFORESAID, AND VACATED ALLEYS LYING WITHIN BLOCKS 3, 4 AND 5 AFORESAID, TOGETHER WITH THAT PART OF VACATED ELM STREET LYING SOUTH OF AND ADJOINING BLOCKS 2, 3 AND 5 AFORESAID, AND LYING NORTH OF AND ADJOINING BLOCKS 9, 7 AND 6, AND THAT PART OF VACATED NORTH HUDSON AVENUE LYING WEST OF AND ADJOINING BLOCK 2 AFORESAID, AND LYING EAST OF AND ADJOINING BLOCK 3 AFORESAID, AND LYING NORTH OF THE SOUTH LINE OF WEST ELM STREET, AND LYING SOUTH OF THE SOUTH LINE OF WEST DIVISION STREET AS WIDENED, ALL IN ROGERS' SUBDIVISION OF THAT PART WEST OF THE EAST LINE OF SEDGWICK STREET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR PARKSIDE OF OLD TOWN MIDRISE LEASEHOLD CONDOMINIUM RECORDED AS DOCUMENT NO. 0818345111, AS AMENDED FROM TIME TO TIME (THE "DECLARATION"), TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2: A LEASEHOLD ESTATE CREATED BY GROUND LEASE FOR A PORTION OF THE PARKSIDE PHASE I DEVELOPMENT BETWEEN CHICAGO HOUSING AUTHORITY, LANDLORD, AND PARKSIDE OLD TOWN I, LLC, TENANT RECORDED OCTOBER 13, 2006 AS DOCUMENT NUMBER 0628602043 FOR A TERM OF NINETY-NINE YEARS COMMENCING ON SEPTEMBER 1, 2006. PARTIALLY ASSIGNED IN THE AMOUNT OF GRANTEE'S UNDIVIDED INTEREST HEREIN TO GRANTEE PURSUANT TO THE "UNIT LEASE ASSIGNMENT" AS DEFINED IN SECTION 6.3 OF THE GROUND LEASE OVER THE PROPERTY DESCRIBED ABOVE AS PARCEL 1.

PARCEL 3: NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 FOR INGRESS AND EGRESS OVER THE COMMUNITY AREA FOR ACCESS, INGRESS AND EGRESS TO AND FROM PARCELS 1 AND 2 OVER THE COMMUNITY AREA AS CREATED IN SECTION 2.04 OF THE COMMUNITY DECLARATION RECORDED OCTOBER 5, 2007 AS DOCUMENT NO. 0727815136 AND CREATED BY THIS SPECIAL WARRANTY DEED.