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1999-10-29 09:56:42  
Cook County Recorder 29.50



MAIL TO:

Return to:  
Philip A. Nicolosi & Assoc.  
190 Buckley Drive  
Rockford, IL 61107

Seller: WEINER  
Order No.: 908880/68262672

Data ID: 21045

**IRREVOCABLE LIMITED POWER OF ATTORNEY**

THAT the undersigned, MICHAEL E. WEINER, A SINGLE PERSON, 2737A NORTH JANSSEN AVENUE, CHICAGO, ILLINOIS 60614 ("Seller" whether one or more), makes, constitutes and appoints Prudential Residential Services, Limited Partnership, 1300 Parkwood Circle, Suite 200, Atlanta, Georgia 30339 ("Attorney-in-Fact"), Seller's true and lawful Attorney-in-Fact for Seller and in Seller's name, place and stead, to do any and all things necessary or desirable in connection with the sale and conveyance of the following described property and any improvements and fixtures located thereon (the "Property"), located in Cook County, Illinois, commonly known as:

2737A NORTH JANSSEN AVENUE, CHICAGO, ILLINOIS 60614, and being more particularly described as follows:

SEE EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

The powers conferred by this Limited Power of Attorney are limited to the Property and shall include, but not be limited to, the following:

1. To enter into a contract of sale or exchange (the "Contract") covering the Property at such price and upon such terms as Attorney-in-Fact deems necessary or desirable, and to amend, modify, extend or terminate the Contract as Attorney-in-Fact deems necessary or desirable

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2. To attend the closing of the Contract on Seller's behalf, and to complete, sign, execute, seal, acknowledge and deliver a warranty deed, bill of sale, closing statement, property disclosure statement, tax and utility notices and disclosures, escrow agreement and such other instruments and documents as the title company, any lender or any other interested parties might require or that might be required by law in connection with the sale and conveyance of the Property or the closing of the Contract.
3. To pay, settle, compromise and deliver, and to ask, demand, sue for, recover, collect and receive all sums of money, debts and demands of whatever kind which have or may become due and owing by Seller or to Seller, arising out of such sale of the Property or the closing of the Contract, and to release, assign, satisfy and enforce by litigation, court action or otherwise any mortgage, deed of trust, encumbrance, lien or other claim that exists or is claimed to exist with respect to the Property, or otherwise settle any dispute and compromise any and all claims in connection with title to the Property as Attorney-in-Fact may deem necessary or desirable.
4. To exchange the Property for such other real or personal property as Attorney-in-Fact shall deem necessary or desirable, or in satisfaction of any debt owed by Seller, and to execute and deliver the necessary instruments of transfer and conveyance necessary or desirable to consummate such exchange.
5. To lease, let, mortgage, convey in trust and hypothecate the Property upon such terms and conditions and under such covenants as Attorney-in-Fact shall deem necessary or desirable, and to execute and deliver subordination agreements subordinating any lien, encumbrance or right in the Property.
6. To take such other actions in connection with the Property as Attorney-in-Fact may deem necessary or desirable.

Seller hereby revokes any and all powers of attorney heretofore made by Seller authorizing any person or entity to do any act relative to the Property or any part thereof.

Seller hereby gives and grants to Attorney-in-Fact full power and authority to do and perform all and every act and thing whatsoever requisite, necessary and proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as Seller might or could do if personally present, hereby ratifying and confirming all that Attorney-in-Fact shall lawfully do or cause to be done by virtue of this Limited Power of Attorney and the rights and powers granted by it.

Seller further gives to Attorney-in-Fact full power and authority to appoint a substitute to perform any of the acts that Attorney-in-Fact is empowered to perform by this Limited Power of Attorney, with the right to revoke such appointment of such substitute at the pleasure of Attorney-in-Fact.

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Attorney-in-Fact shall not be obligated to furnish bond or other security and Seller agrees that any third party that receives a copy or otherwise has knowledge of this Limited Power of Attorney may act in reliance upon it. Seller further agrees to indemnify and hold harmless any third party, and give to Attorney-in-Fact full power and authority to indemnify and hold harmless any third party, for any claims that arise because of reliance upon this Limited Power of Attorney.

This Limited Power of Attorney is a durable power of attorney coupled with an interest and is being executed and delivered in connection with an agreement Seller has entered into with Attorney-in-Fact regarding the sale of the Property. This Limited Power of Attorney shall be effective immediately upon execution and shall continue and shall not be affected by Seller's death, disability, divorce, incompetency or incapacity.

IN WITNESS WHEREOF, the undersigned has executed this Irrevocable Limited Power of Attorney this 21 day of September, 1999.

\_\_\_\_\_  
Witness' Signature  
Witness' Printed Name:

Michael E. Weiner (Seal)  
MICHAEL E. WEINER—Seller

\_\_\_\_\_  
Witness' Signature  
Witness' Printed Name:

Drafted by:  
Jay A. LaJone, Esquire  
15670 N. Central Expressway, Ste 200  
Dallas, TX 75231

\_\_\_\_\_  
Witness' Signature  
Witness' Printed Name:

\_\_\_\_\_  
Witness' Signature  
Witness' Printed Name:

[Acknowledgments Continued]

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STATE OF *WASHINGTON*  
COUNTY OF *KING*

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of SEPTEMBER,  
19 99, by MICHAEL E. WEINER.



Witness my hand and official seal,

*Claudia P. Goczieski*

Notary Public **CLAUDIA P. GOCZIESKI**

My commission expires 5-16-2002

of Cook County Clerk's Office

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## EXHIBIT "A"

### LEGAL DESCRIPTION

UNIT 2737A IN PARK LANE TOWNHOME CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: THAT PART OF THE FOLLOWING DESCRIBED LAND: LOTS 1, 2 AND 3 IN SUPERIOR COURT PARTITION OF THE EAST 1/2 OF LOTS 2 AND 3 (EXCEPT THE WEST 33 FEET THEREOF DEDICATED FOR PUBLIC STREET) IN JOSEPH E. SHEFFIELDS SUBDIVISION OF BLOCK 45 IN SHEFFIELDS ADDITION TO CHICAGO IN THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 ALSO LOT 4 IN JOSEPH E. SHEFFIELDS SUBDIVISION OF BLOCK 45 AFORESAID, ALSO LOTS 16 THROUGH 19 IN LEMBECKE'S SUBDIVISION OF LOT 5 IN BLOCK 45 IN SHEFFIELDS ADDITION TO CHICAGO AFORESAID, ALSO LOTS 14 THROUGH 18 AND THE NORTH/SOUTH VACATED ALLEY LYING BETWEEN SAID LOTS 14 AND 15 IN SUBDIVISION OF LOT 1 IN LEMBECKE'S SUBDIVISION OF LOT 5 IN BLOCK 45 IN SHEFFIELDS ADDITION TO CHICAGO AFORESAID, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 88248725 AND AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.