

Doc#: 0909134057 Fee: \$80.25

Eugene "Gene" Moore

Cook County Recorder of Deeds
Date: 04/01/2009 09:13 AM Pg: 1 of 7

After recording return to:

H. Stephen Merlin, Esq. Cohen Pollock Merlin & Small, P.C. 3350 Riverwood Parkway Suite 1600 Atlanta, Georgia 30339

# DURABLE FOWER OF ATTORNEY: GENERAL POWER

County of BROWARD

DOOR OF

State of FLORIAA

I, MARA BLUMENTHAL (hereinafter "Principal"), a resident of Cook County, Illinois, do hereby constitute and appoint ANITA GALSTER my true and lawful attorney-in-fact (hereinafter sometimes referred to as my "Agent") for me and give such persons the power specified below to act in my name, place, and stead in any way which I, myself, could do if I were personally present with respect to the following matters:

1. Bank and Credit Union Transactions: To make, receive, sign, endorse, execute, acknowledge, deliver, and posses checks, drafts, bills of exchange, letters of credit, notes, stock certificates, withdrawal receipts and deposit instruments relating to accounts or deposits in, or certificates of deposit of banks, savings and loans, credit unions, or other institutions or associations.

JUNIL

Payment Transactions: To pay all sums of money, at any time or times, that may hereafter be owing by me upon any account, bill or exchange, check, draft, purchase, contract, note, or trade acceptance made, executed, endorsed, accepted, and delivered by me or for me in my name, by my Agent.

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- Real Property Transactions: To lease, sell, mortgage, purchase, exchange, 3. and acquire, and to agree, bargain, and contract for the lease, sale, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any interest in real property whatsoever, on such terms and conditions, and under such covenants, as my Agent shall deem proper; and to maintain, repair, tear down, alter, rebuild, improve, manage, insure, move, rent, lease, sell, convey, subject to liens, mortgages, and security deeds, and in any way or manner deal with all or any part of any interest in real property whatsoever, including specifically, but without limitation, real property lying and being situate in the State of Illinois, under such terms and conditions, and under such covenants, as my Agent shall deem proper and may for all defened payments accept purchase money notes payable to me and secured by mortgages or deeds to secure debt, and may from time to time collect and cancel any of said notes, mortgages, security interests, or deeds to secure debt.
- Personal Property Transactions: To lease, sell, mortgage, purchase, exchange, and acquire, and to agree, bargain, and contract for the lease, sale, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any personal property whatsoever, tangible or intangible, or interest thereto, on such terms and conditions, and under such covenants, as my Agent shall deem proper; and to maintain, repair, improve, manage, insure, rent, lease, sell, convey, subject to liens or mortgages, or to take any other security interests in said property which are recognized under the Uniform Commercial Code as adopted at that time under the laws of Illinois or any applicable state, or otherwise hypothecate, and in any way or manner deal with all or any part of any real or personal property whatsoever, tangible or intangible, or any interest therein, that I own at the time of execution or may thereafter acquire, under such terms and conditions, and under such covenants, as my Agent shall deem proper.
- 5. <u>Stock and Bond Transactions</u>: To purchase, sell, exchange, surrender, assign, redeem, vote at any meeting, or otherwise transfer any and all shares of stock, bonds, or other securities in any business, association, corporation, partnership, or other legal entity, whether private or public, now or hereafter belonging to me.
- 6. <u>Safe Deposits</u>: To have free access at any time or times to any safe deposit box or vault to which I might have access.
- 7. <u>Borrowing</u>: To borrow from time to time such sums of money as my Agent may deem proper and execute promissory notes, security deeds or

agreements, financing statements, or other security instruments in such form as the lender may request and renew said notes and security instruments from time to time in whole or in part.

- 8. <u>Business Operating Transactions</u>: To conduct, engage in, and otherwise transact the affairs of any and all lawful business ventures of whatever nature or kind that I may now or hereafter be involved in.
- 9. Insurance Transactions: To exercise or perform any act, power, duty, right, or obligation, in regard to any contract of life, accident, health, disability, liability, or other type of insurance or any combination of insurance; and to procure new or additional contracts of insurance for me and to designate the beneficiary of same; provided, however, that my Agent cannot designate himself or herself as beneficiary of any such insurance contracts.
- Disputes and Proceedings: To commence, prosecute, discontinue, or defend all actions or other legal proceedings touching my property, real or personal, or any part thereof, or rouching any matter in which I or my property, real or personal, may be in any way concerned. To defend, settle, adjust, make allowances, compound, subrait to arbitration, and compromise all accounts, reckonings, claims, and demands whatsoever that now are, or hereafter shall be, pending between me and any person, firm, corporation, or other legal entity, in such manner and in all respects as my Agent shall deem proper.
- Hiring Representatives: To hire accountants, attorneys at law, consultants, clerks, physicians, nurses, agents, servants, workmen, and others and to remove them, and to appoint others in their place, and to pay and allow the persons so employed such salaries, wages, or other remunerations, as my Agent shall deem proper.
- 12. Tax, Social Security, and Unemployment: To prepare, to make elections, to execute and to file all tax, social security, unemployment insurance, and informational returns required by the laws of the United States, or of any state or subdivision thereof, or of any foreign government; to prepare, to execute, and to file all other papers and instruments which the Agent shall think to be desirable or necessary for safeguarding of me against excess or illegal taxation or against penalties imposed for claimed violation of any law or other governmental regulation; and to pay, to compromise, or to contest or to apply for refunds in connection with any taxes or assessments for which I am or may be liable.

- degree (including my Agent if my Agent is a spouse or descendant of mine), spouses of my descendants (including the spouse of my Agent if said Agent is a descendant of mine and spouses of any descendants of mine who shall have predeceased me) and any other person who my Agent deems the natural object of my bounty, in such amounts and at such times as my Agent shall determine in my Agent's sole discretion. To make gifts to such charities, from time to time, as my Agent shall determine as being consistent with my own charitable intentions, in such amounts and at such times as my Agent shall determine in my Agent's sole discretion. To disclaim gifts, of vises and bequests in accordance with state and Federal law, even if such disc'ai'ner shall directly or indirectly benefit my Agent.
- Broad Powers: Without, in any way, limiting the foregoing, generally to do, execute, and perform any other act, deed, matter, or thing whatsoever, that should be done, executed, or performed, or that in the opinion of my Agent, should be done, executed, or performed, for my benefit or the benefit of my property, real or personal, and in my name of every nature and kind whatsoever, as fully and offectually as I could do if personally present.
- 15. <u>Effective Date</u>: This document shall become effective upon the date of the Principal's signature. This instrument shall remain effective until written revocation by me or my death, whichever occurs first.
- 16. Subsequent Events: It is my desire and intention that this power of attorney shall not be affected by my subsequent disability, incapacity, or mental incompetence. Any and all acts done by the Agent pursuant to the powers conveyed herein during any period of my disability or incapacity shall have the same force and effect as if I were competent and not disabled.
- 17. Revocations: This power of attorney is being recorded in the office of the Cook County Recorder of Deeds and shall remain effective unless and until a revocation is also recorded in said Recorder's office. Absent the recording of such a revocation, no person dealing with my said Agent shall be obligated to inquire as to the powers of my Agent or the validity of this power of attorney.
- 18. Ratification: I do hereby ratify and confirm all acts whatsoever which my Agent shall do, or cause to be done, in or about the premises, by virtue of this power of attorney.

- 19. <u>Reliance:</u> All parties dealing in good faith with my Agent may fully rely upon the power of and authority of my Agent to act for me on my behalf and in my name, and may accept and rely on agreements and other instruments entered into or executed by my Agent pursuant to this power of attorney.
- 20. <u>Compensation of Agent</u>. My Agent shall receive no compensation for services rendered as Agent.
- 21. Paramount Provision. I expressly grant to my Agent the authority to receive my behalf any "protected health information" as such term is defined in the Health Insurance Portability and Accountability Act of 1996 (as from time to time amended), or any statute from time to time in effect and corresponding thereto, and consistent therewith my Agent shall be deemed to be my "personal representative" under said Act for all purposes whatsoever.

|   | nto set my hand and seal on this <u>/</u> b day of                                   |
|---|--|
| Lebruary, 2009.   | la a blust lal   |
| MAR   | BLUMENTHAL, Principal  |
| Witness:<br>Address:  | And E Sent<br>1130 Buttonwood<br>Hollywood, FL 33019                                 |
| Witness:<br>Address:  | Margaret 1 Juger)<br>1000 W. 15th St/1045246<br>Chicago, 12 60608                    |
| MARA BLUMENTHAL personally appeared be  | , a Notary Public, do hereby certify that fore me this date and acknowledged the due |
| execution of the foregoing Power of Attorney.   | Holling .  |
| LOREINE GHANI  MY COMMISSION # DD 445684  EXPIRES: Jurie 28, 2009  1-800-3-NOTARY  L Notary Discount Assoc. Co. | Notan Public   |

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## **UNOFFICIAL COPY**

State of <u>Florida</u>

County of <u>Bround</u>

#### ACCEPTANCE OF APPOINTMENT

I, ANITA GALSTER, have read the foregoing Power of Attorney and am the person identified therein as Agent for MARA BILLIMENTHAL, the Principal named therein. I hereby acknowledge the following:

I owe a duty of loyalty and good faith (c) the Principal, and must use the powers granted to me only for the benefit of the Principal. I must keep the Principal's funds and other assets separate and apart from my funds and other assets and titled in the name of the Principal. I must not transfer title to any of the Principal's funds or other assets into my name alone. My name must not be added to the title of any funds or other assets of the Principal, unless I am specifically designated as Agent for the Principal in the title.

I must protect and conserve, and exercise prudence and caution in my dealings with, the Principal's funds and other assets.

I must keep a full and accurate record of my acts, receipts, and dispursements on behalf of the Principal, and be ready to account to the Principal for such acts, receipts, and disbursements at all times. I must provide an annual accounting to the Principal of my acts, receipts, and disbursements, and must furnish an accounting of such acts, receipts, and disbursements to the personal representative of the Principal's estate within 90 days after the date of death of the Principal.

I have read the <u>Compensation of Agent</u> paragraph in the Power of Attorney and agree to abide by it.

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# **UNOFFICIAL COPY**

I acknowledge my authority to act on behalf of the Principal ceases at the death of the Principal.

I hereby accept the foregoing appointment as Agent for the Principal with full knowledge of the responsibilities imposed on me, and I will faithfully carry out my duties to the best of my ability.

Dated: Felow 16, 2009.

ANITA GALSTER, Agent

1145 Chestnut Lane Hollywood, FL 33019

I, LORETNE GILLNI, a Notary Public, do hereby certify that ANITA GALSTER personally appeared before me this date and acknowledged the due execution of the foregoing Acceptance of Appointment.

LOREINE GHANI
MY COMMISSION # DD 445684
EXPIRES: June 28, 2009
1-900-3-NOTARY

LONDRY Discount Assoc. Co.

Notary Public

(Doc#137765v2/File#18965)