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ORDER # 1973434



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Cook County Recorder of Deeds
Date: 09/21/2009 12:54 PM Pg: 1 of 9

THIS DOCUMENT PREPARED BY:

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DURABLE POWER OF ATTORNEY
FOR PROPERTY AND NOMINATION OF GUARDIAN 9✓

I, **RONALD D. HINTON**, hereby appoint **HOLLY C. HINTON** as my attorney-in-fact ("my Agent"), my true and lawful Agent and attorney, for me and in my name with reference to any interest from time to time owned by me in any property, real or personal, wherever located ("property"), or other matters in which I from time to time may have a personal or financial interest and I hereby grant to my Agent the following powers:

1. **General Grant of Powers.** Without prejudice to and in enlargement of the authority conferred in this instrument, to execute each and every instrument, to undertake each and every obligation, and to take from time to time any and all action of whatsoever nature and with relation to any matters whatsoever, whether or not specifically mentioned herein, and to exercise in respect thereto as full and complete power and discretion as I myself might or could do, if I were personally present.

2. **Financial Institution Transactions; Social Security.** To deposit in or withdraw from any bank, trust company, savings association, savings bank, safe deposit company, broker, and other depository or agent any money or other property and to examine or receive related records, including canceled checks. To close accounts. To receive, receipt for, transfer or otherwise deal in all Social Security and pension benefits which may come due me. To prepare, sign and file any claim or application for social security, unemployment or military service benefits; sue for, settle or abandon any claims to any benefit or assistance under any federal, state, local or foreign statute or regulation; control, deposit to any account, collect, receipt for, and take title to and hold all benefits under any social security, unemployment, military service or other state, federal, local or foreign statute or regulation; and, in general, to exercise all powers

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with respect to social security, unemployment, military service and governmental benefits which my Agent deems appropriate.

3. **Safe Deposit Boxes.** To open and enter on my behalf any safe deposit box rented or held by me alone or jointly with others, at any time to deposit in such box and to remove from such box any part or all of the contents thereof, including any security or tangible personal property, as often and as freely as I could do if personally present, to cancel or modify the lease under which such box is rented, to surrender or exchange the same, and to enter such box after my death to locate my will or burial documents.

4. **Household and Medical Expenses.** To pay my ordinary household expenses, to arrange for and pay the costs of the services of a companion for me, medical, nursing, hospital, convalescent, and other health care and treatment, and to make application for insurance, pension, or employee benefits related to such health care and treatment.

5. **General Property Powers.** To retain, invest in, acquire by purchase, subscription, lease, or otherwise, manage, sell, contract to purchase or sell, grant, obtain or exercise options to purchase, options to sell or conversion rights, assign, transfer, replace, convey, deliver, endorse, exchange, pledge, mortgage, abandon, improve, repair, maintain, insure, lease for any term, and otherwise deal with all property, and to release and waive any right of homestead or any rights as a spouse therein.

6. **Real Estate.** To buy, sell, trade, rent, enter upon and demand possession of, maintain, manage, improve, subdivide, resubdivide, raze, alter, dedicate, vacate, partition, release, lease, renew, amend, or extend leases for any term, contract to make leases, grant options to lease or to purchase the whole or any part of any interest in real estate whether in fee, a reversion, a remainder, a life estate, a term of years, or otherwise, contract regarding the manner of fixing present or future rentals, grant easements or charges of any kind on or with respect to, and cultivate, irrigate, and operate, all interests in real estate now or hereafter owned by me, including beneficial interests in any trust and leasehold interests, and related improvements, equipment and supplies, alone or with others, by general or limited partnerships, trust agreements, joint ventures, corporations, associations, sharecrop agreements, leases, management or agency agreements, participation in government programs or otherwise.

7. **Borrowing.** To borrow from any source for any purpose and mortgage or pledge any property to any lender, including my Agent individually.

8. **Litigation.** To demand, sue for, receive, and otherwise take steps to collect or recover all debts, rents, proceeds, interest, dividends, annuities, securities, money, goods, chattels, legacies, income from property, damages, and all other property to which I may be entitled or which are or may become due me from any person, agency, state, government, governmental

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unit, or entity; to commence, prosecute, or enforce, or to defend, answer, or oppose, contest, and abandon all legal proceedings in which I am or may hereafter be interested; and to settle, compromise, or submit to arbitration any accounts, debts, claims, disputes, and matters now existing or which may hereafter arise between me and any other person, organization, agency, state, government, governmental unit, or entity and to grant an extension of time for the payment or satisfaction thereof on any terms, with or without security.

9. **Insurance; Annuities.** To procure, acquire, continue, renew, terminate or otherwise deal with any type of insurance or annuity contract (which terms include, without limitation, life, accident, health disability, automobile casualty, property or liability insurance); to pay premiums or assessments on, or surrender and collect all distributions, proceeds or benefits payable under any insurance or annuity contract; and to change the beneficiary designations on such instruments in a manner consistent with my estate plan. Anyone dealing with my Agent shall be under no duty to determine whether such beneficiary designation is properly changed in such manner, and may rely upon the representations of my Agent concerning same.

10. **Securities.** To vote and give proxies to vote securities and approve or oppose mergers, consolidations, foreclosures, liquidations, reorganizations, or changes in the financial structure of any organization, and all other matters which may come before the shareholders; and to enter into voting trusts and other agreements restricting the voting, transfer, or other use or disposition of interests in any organization. To collect, hold and safekeep all dividends, interest, earnings, proceeds of sale, distributions, shares, certificates and other evidences of ownership paid or distributed with respect to securities.

11. **Business Entities.** To retain, continue, operate, manage, organize, acquire, invest in, terminate, and dispose of, alone or with others, proprietorships, corporations, limited or general partnerships, joint ventures, land trusts, or other business or property-holding organizations under the laws of any jurisdiction; to lease, sell, purchase, or otherwise transfer any property to or from, make further investments in or advance or loan funds to, with or without security, and incur obligations on account of or for the benefit of, any such organization; and to employ any persons for such purposes and delegate to them such powers and discretions as my Agent considers advisable.

12. **Tax Matters.** To appear and represent me in regard to and to take all actions convenient or appropriate in connection with taxes imposed by any municipal, state, United States, foreign authority, or government relating to any tax liability or refund, abatement or credit (including interest or penalties), due or alleged to be due from or to me or any other person or organization, association, or trust for which I am responsible for the preparation, signing, executing, verifying, acknowledging, or paying of any tax due or filing of a return or report, including without limitation federal or state excise, sales, use, estate, inheritance, intangible, personal property, income, gift, generation-skipping, or any other tax, for any and all taxable

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years or periods for any year or other period of time, including but not limited to any tax period beginning before or after the date of this Power of Attorney; and for such purposes to inspect or receive copies of any tax returns filed by or for me, reports, other papers or documents, and make compromises or adjustments of any and all claims; and, in general, to exercise all powers with respect to tax matters which I could if I were present and under no disability.

13. **Tangible Personal Property.** To buy and sell, lease, exchange, collect, possess and take title to all tangible personal property; to move, store, ship, restore, maintain, repair, improve, manage, preserve, insure and safekeep tangible personal property.

14. **Retirement Plan Transactions.** To contribute to, withdraw from, and deposit funds in any type of retirement plan (which term includes, without limitation, any tax or qualified or non-qualified pension, profit-sharing, stock bonus, employee savings and other retirement plan, individual retirement account, deferred compensation plan and any other type of employee benefit plan); to select and change payment options for the principal under any retirement plan; to make rollover contributions for any retirement plan to other retirement plans or individual retirement accounts; exercise all investment powers available under any type of self-directed retirement plan; to change beneficiary designations in a manner consistent with my estate plan, and, in general, to exercise all powers with respect to retirement plans and retirement plan account balances which I could if present and under no disability.

15. **Employment of Consultants.** To appoint and employ, with or without compensation, any accountants, attorneys at law, investment counsel, agents, servants, or other persons, including their agents and associates, and to dismiss or discharge any one or more of them and to appoint or employ any others as my true and lawful agents, to appear and represent me as to all matters covered by this Power of Attorney, or for any other purpose, including, but not limited to, appearances before the Treasury Department of the United States, the Tax Court of the United States, the United States Claims Court or any other court of the United States or the District of Columbia, or any state, municipal, or foreign court, and any department or official of the United States government or any state, municipal, or foreign government, with full power and authority to such agents and attorneys to do any and all acts convenient or appropriate in connection with such matters, including the specific acts described in this instrument, and to substitute attorneys and agents subsequent to the date of such appointment and prior to any revocation thereof, and to delegate or revoke the authority so granted to them for any year or other period of time, including but not limited to any tax period beginning before or after the date of this Power of Attorney.

16. **Miscellaneous Expenses.** To pay, as my Agent shall think fit, any debts, or interest, payable by me, or taxes, assessments, and expenses due and payable or to become due and payable for my use and benefit, or for the use and benefit of any person for whom I have a legal obligation of support.

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17. **Charitable Gifts.** To the extent my Agent thinks I might have done, to make, unconditionally or upon such terms and conditions as my Agent shall think fit, such donations or contributions to publicly supported charities, private operating foundations, and private foundations, all as defined in present Internal Revenue Code Sec. 170 or any equivalent statute. My Agent shall have sole discretion in making such donations or contributions, or my Agent may also make subscriptions, for any reason that my Agent determines such donations, contributions, or subscriptions shall be made.

18. **Gifts.** To the extent my Agent thinks I might have done, to make, unconditionally or upon such terms and conditions as my Agent shall think fit, such gifts to any one or more of those persons consisting of the potential beneficiaries of those estate planning documents of which my Agent has knowledge, in such shares as my Agent may deem appropriate in my Agent's sole discretion, and for any reason my Agent determines, in amounts which may exceed the federal gift tax annual exclusion in effect from time to time. If a gift is to be made to my Agent, my Agent shall obtain the written consent of the next successor Agent to any such gifts. If there is no successor Agent available, then any such gifts shall require the written consent of all of my legally competent adult descendants. In making gifts hereunder, I ask my Agent to consider my dispositive intent as reflected in my will and/or living trusts, if any.

19. **Disclaimers.** To disclaim without court approval any interest that I may have in the estate of any other person.

20. **Delegation of Authority.** To substitute and appoint in my Agent's place and stead (on such terms and at such salary or compensation as my Agent shall think fit), one or more Agent or Agents to exercise for me as my Agent or Agents any or all of the powers and authorities conferred in this instrument, and to revoke any such appointment from time to time, and to substitute or appoint any other or others in the place of such Agent or Agents, as my Agent shall, from time to time, think fit.

21. **Agent's Duties.** My Agent shall exercise or omit to exercise the powers and authorities granted in this Power of Attorney in each case as my Agent in my Agent's own absolute discretion deems desirable or appropriate under existing circumstances. I ratify and confirm all that my Agent, and any agents appointed by my Agent, and their agents, associates, and substitutes, may do by virtue of this instrument. Nothing in this instrument shall be construed as imposing a duty on my Agent to act or assume responsibility for any matters referred to above or other matters even though my Agent may have power or authority to do so.

22. **Partial Invalidity.** If any power or authority conferred upon my Agent shall be invalid or unexercisable for any reason, or not recognized by any person, agency, state, government, governmental unit, other legal entity, or organization dealing with my Agent, the remaining powers and authorities given to my Agent shall continue in full force and effect.

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23. **Protection of Parties Dealing with Agent.** Each person, partnership, corporation, agency, state, government, governmental unit, other legal entity, or organization relying or acting upon this Power of Attorney shall be entitled to assume that this Power of Attorney is in full force and effect unless written notice has been given by me to such person or entity that this power has been revoked. In addition, revocation of the appointment of my Agent shall not be effective until my Agent has received actual notice of revocation by delivery to my Agent of such revocation in a writing from me; until such receipt of such notice, my Agent shall not be liable to me or to any person or entity for any action taken by my Agent. No person, partnership, corporation, agency, state, government, governmental unit, or other legal entity relying upon this Power of Attorney shall be required to see to either the application or disposition of any money, stocks, bills, notes, bonds, securities, policies, other proceeds, or other property paid to or delivered to my Agent, or my Agent's substitute, pursuant to the provisions of this Power of Attorney.

24. **Durable Power of Attorney.** It is my intent that this Power of Attorney shall remain in full force and effect, and that the power granted herein shall continue without interruption until my death (and thereafter as to entry into any safe deposit box of mine regardless of the method of ownership), unless previously revoked by me. This is a Durable Power of Attorney and the authority of my Agent shall not terminate if I become disabled or incapacitated.

25. **Transfers to Living Trusts.** At my written direction, or at my oral direction which I subsequently confirm in writing, or in my Agent's discretion from time to time, my Agent shall have the power to transfer any part or all property owned by me to the trustee of any trust I may have established alone or with any other person.

26. **Compensation; Rights of Successors.** My Agent shall be reimbursed for all reasonable expenses incurred in connection with services hereunder and may charge reasonable compensation for services. Every successor Agent shall have all the rights, powers, discretions, and duties given to or imposed upon the original Agent. A successor Agent shall have no duty to inquire into the acts of any predecessor Agent and shall not be liable for any act or omission of any predecessor Agent. Any person may, without liability, rely on the written certification of a successor Agent that such successor has been appointed and has power to act.

27. **Agent Standard of Care.** My Agent shall not be liable for any actions undertaken in good faith. My Agent shall be liable only for wilful and wanton wrongdoing, not for errors of judgment, and shall have power to bind me or my property without binding my Agent personally.

28. **Waiver of Conflict of Interest.** My Agent may employ any legal, accounting, brokerage, banking, or investment counseling firm or corporation of which my Agent may be a member or employee and pay both such firm (or corporation) and my Agent reasonable compensation for services.

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29. **Exclusion of My Assets from Agent's Estate.** My Agent shall not exercise any powers which I may have received from such Agent in a fiduciary capacity, and my Agent shall have no authority to exercise any powers which would cause my assets to be considered as taxable in my Agent's estate for federal estate tax purposes.

30. **Effective Date.** This Power of Attorney shall become effective immediately.

31. **Termination Date.** This Power of Attorney shall terminate on my death unless sooner revoked by me. My disability or incompetency shall not affect the validity of this Power of Attorney.

32. **Successor.** If HOLLY C. HINTON fails or ceases to act as my Agent, I name MARC R. HINTON as Agent. If he fails or ceases to act as my Agent, I name SHERRI K. SCHNEIDER as Agent.

33. **Guardian of Estate.** If a guardian of my estate is to be appointed, I nominate those individuals named herein as my Agent or successor in the same order of priority. I excuse my guardian from giving bond or security.

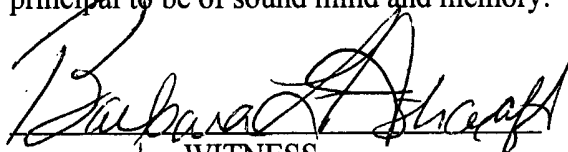
34. **Ratification.** I am fully informed as to the contents of this document and understand the full import of this grant of powers to my Agent.


35. **Captions.** Captions in this document are for convenience only and shall not be construed to define or limit the contents of the respective paragraph.

DATE: 3 July 2007


RONALD D. HINTON

The undersigned witnesses certify that RONALD D. HINTON, known to us to be the same person whose name is subscribed as principal to the foregoing Power of Attorney, appeared before us and the Notary Public and acknowledged signing and delivering the instrument as the free and voluntary act of the principal, for the uses and purposes therein set forth. We believe the principal to be of sound mind and memory.


WITNESS


WITNESS

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EXHIBIT A

LEGAL DESCRIPTION

Legal Description: LOT 7 AND THE SOUTH 1/3 OF LOT 6 IN BLOCK 1 IN A. T. SNOW'S SUBDIVISION OF THE SOUTH 5 ACRES OF LOT 2 IN COUNTY CLERKS DIVISION OF THAT PART OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 13, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF MILWAUKEE AVENUE, IN COOK COUNTY, ILLINOIS.

Permanent Index #'s: 13-22-427-037-0000 Vol. 0350

Property Address: 3308 North Karlov Avenue, Chicago, Illinois 60641

Property of Cook County Clerk's Office