

# UNOFFICIAL COPY



Doc#: 1028722002 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 10/14/2010 08:26 AM Pg: 1 of 5

Prepared by, recording requested by and  
return to:

Mark Crocenelli  
ServiceLink  
4000 Industrial Blvd.  
Aliquippa, PA 15001  
800-439-5451, Ext: 7658  
Application #: 7995586  
#21103833 (5)

-----Above this Line for Official Use Only-----

## LIMITED POWER OF ATTORNEY

CAUTION: THIS IS AN IMPORTANT DOCUMENT. IT GIVES THE PERSON(S) WHOM YOU DESIGNATE (YOUR "ATTORNEY-IN-FACT", ALSO CALLED "AGENT") BROAD POWERS FOR A SPECIFIC LOAN AND REAL ESTATE TRANSACTION, AND TO HANDLE YOUR REAL PROPERTY DURING A CERTAIN PERIOD OF TIME. THESE POWERS MAY INCLUDE MORTGAGING OR TRANSFERRING YOUR REAL PROPERTY WITH ADVANCE NOTICE TO YOU BY INTERNET BASED CLOSING. THESE POWERS WILL CONTINUE TO EXIST EVEN AFTER YOU HAVE BECOME DISABLED OR INCOMPETENT. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL OR OTHER HEALTH CARE DECISIONS. YOU MAY EXECUTE A DIFFERENT DOCUMENT FOR MEDICAL OR HEALTH CARE DECISIONS. IF YOU HAVE ANY QUESTIONS OR THERE IS ANYTHING THAT YOU DO NOT UNDERSTAND ABOUT THIS DOCUMENT, YOU SHOULD ASK AN ATTORNEY TO EXPLAIN IT TO YOU.

BE IT KNOWN, that JAMES J. CLEARY AND JULIE D. CLEARY,

whose address is 211 ERIC AVE, MOUNT PROSPECT, IL 60056-2690,

by these presents does/do hereby make and appoint the following persons, who are employees of ServiceLink, namely Mark Crocenelli, Erinn Leiser, Christina Trimble, Andrea Saville, Bryan Bingham, Ramona Edwards, Cari Giardina, Janet Tanner, whose business address is C/O ServiceLink, 4000 Industrial Boulevard, Aliquippa, PA 15001, each of whom may act separately and independent of the other, my/our true and lawful Attorney-in-Fact (also called Agent) with full power and authority for me/us and in my/our name, place and stead to sign, seal, execute, acknowledge, deliver and accept any and all documents including, but not limited to, those described below, and to do all other things necessary for the following specific and limited purposes:

1. Refinancing of the real property located at 211 ERIC AVE, MOUNT PROSPECT, IL 60056-2690, the legal description of said real property is as follows: See Exhibit A attached hereto and make a part hereof, to be refinanced with ING Bank, FSB;

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2. To mortgage, finance, refinance, encumber, hypothecate, assign, transfer, and in any manner deal with the said real property to effectuate the above referenced refinancing (which may also be called "banking transactions"); To sign, execute, acknowledge, and deliver any and all closing documents including, but not limited to, notes, negotiable instruments, deeds, mortgages, deeds of trust, security deeds, subordinations, security instruments, riders, attachments and addenda, escrow instructions, any documents necessary or requested as part of this transaction by a title insurer, lender or other parties to the transaction, those documents requested or required by governmental and taxing authorities, covenants, agreements, assignments of agreements, assignments of mortgages, assignments of deeds of trust, lien waivers, encumbrances or waiver of homestead and any marital rights, settlement or closing statements, including the HUD-1, truth in lending disclosures, loan applications, and other written instruments of whatever kind and nature, all upon such terms and conditions as said Attorney-in-Fact shall approve.

Further giving and granting said Attorney-in-Fact full power and authority to do and perform all and every act and thing whatsoever necessary to be done in and about the specific and limited premises, set out herein, as fully to all intents and purposes, as might or could be done if I/we was/were personally present, with full power of substitution and revocation. I/we hereby ratify and confirm all that said Attorney-in-Fact shall lawfully do or cause to be done by virtue this Limited Power of Attorney and the rights and powers granted herein.

This Limited Power of Attorney shall become effective immediately upon execution by the undersigned, and shall not be affected by my subsequent disability, incapacity or lack of mental competence, except as may be otherwise provided by an applicable state statute. This is a Durable Power of Attorney. This Limited Power of Attorney shall continue in full force and effect until the mortgage, deed of trust or other encumbrance document is recorded in the appropriate governmental recording or registration office. I/we may revoke this Limited Power of Attorney at any time by providing written notice to my/our Attorney-in-Fact, however such revocation shall not be effective as to third parties acting in reliance upon this Limited Power of Attorney, if recorded, unless and until the revocation is similarly recorded in the same county and state registry or other established records for the recording of powers of attorney. This Limited Power of Attorney is limited to the specific refinance transaction described herein, and the powers noted herein shall continue only through and including any post closing corrections, amendments and follow up procedures, but shall cease when the refinance and all post closing corrections, amendments and follow up procedures are fully accomplished.

TO INDUCE ANY THIRD PARTY TO ACT IN RELIANCE HEREON OR ON THE ACTIONS OF MY/OUR ATTORNEY-IN-FACT APPOINTED HEREIN, EACH OF THE UNDERSIGNED HEREBY AGREES THAT ANY THIRD PARTY RECEIVING A COPY OR FACSIMILE OF THIS DULY EXECUTED LIMITED POWER OF ATTORNEY MAY ACT AND RELY HEREON AND THAT REVOCATION OR TERMINATION OF THIS LIMITED POWER OF ATTORNEY SHALL BE INEFFECTIVE AS TO SUCH THIRD PARTY UNLESS AND UNTIL SUCH THIRD PARTY RECEIVES ACTUAL NOTICE OR KNOWLEDGE OF SUCH REVOCATION OR TERMINATION. EACH OF THE UNDERSIGNED FOR HIMSELF OR HERSELF AND FOR HIS OR HER HEIRS, EXECUTORS, LEGAL REPRESENTATIVES AND ASSIGNS, HEREBY INDEMNIFIES AND AGREES TO HOLD HARMLESS ANY SUCH THIRD PARTY FROM AND AGAINST ANY LOSS SUFFERED AND/OR

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ALL CLAIMS THAT MAY ARISE AGAINST SUCH THIRD PARTY BY REASON OF SUCH THIRD PARTY HAVING RELIED ON THE PROVISIONS OF THIS LIMITED POWER OF ATTORNEY.

Disclosure of Conflict of Interest. This Disclosure of Conflict of Interest is given to advise you that each Attorney In Fact you name in this Limited Power of Attorney is an employee of ServiceLink, a division of Chicago Title Insurance Company ("ServiceLink"). ServiceLink will receive fees, which will be detailed on your Settlement Statement, for settlement services for this loan transaction from the Lender named in Paragraph 1, above. Each Attorney In Fact must act individually on your behalf as your agent with no independent financial or employment motivations to complete this loan transaction. Each Attorney In Fact is bound by his or her fiduciary duty to you as set forth in the attached Acceptance of Appointment of Attorney-In-Fact.

Signed this 16<sup>th</sup> day of September, 2010

  
\_\_\_\_\_  
JAMES J. CLEARY

  
\_\_\_\_\_  
JULIE D. CLEARY

STATE OF ILLINOIS  
COUNTY OF Cook

The foregoing instrument was acknowledged before me this 16 day of Sept, 2010 by  
JAMES J. CLEARY AND JULIE D. CLEARY (name of person(s) acknowledged.)

  
\_\_\_\_\_  
Notary Public

Printed Name: Phyllis Bixby

My Commission Expires: 9-9-2012



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## ACCEPTANCE OF APPOINTMENT OF ATTORNEY IN FACT

I am the person named in the foregoing Limited Power of Attorney as Attorney In Fact for the Principal(s).  
I have read the Limited Power of Attorney and I hereby acknowledge the following:

1. I owe a duty of loyalty and good faith to the Principal(s) and must use the powers granted to me only for the benefit of the Principal(s).
2. I must keep the assets of the Principal(s) separate and apart from my assets and titled in the name of the Principal(s).
3. I must not transfer title to any of the assets of the Principal(s) into my name alone.
4. I must protect, conserve and exercise prudence and caution in my dealings with the assets of the Principal(s).
5. I must keep a full and accurate record of my acts, receipts and disbursements on behalf of the Principal(s) and be ready to account to the Principal(s) for such acts, receipts and disbursements at all times.
6. I acknowledge my authority to act on behalf of the Principal(s) ceases at the death of the Principal(s).

I hereby accept appointment as Agent and Attorney In Fact for the Principal(s) with full knowledge of the responsibilities imposed on me and I will faithfully carry out my duties to the best of my ability.

Dated: 9-28-10

By: 

Signature of Attorney In Fact

Print Name: Mark J Crocenelli

Property of Cook County Clerk's Office

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## Exhibit "A" Legal Description

ALL THAT PARCEL OF LAND IN COOK COUNTY, STATE OF ILLINOIS, BEING KNOWN AND DESIGNATED AS LOT 22 IN HARVEST HEIGHTS OF MOUNT PROSPECT, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 88147393, RECORDED 04/08/1988, IN COOK COUNTY, STAT OF ILLINOIS.

COMMONLY KNOWN AS: 211 ERIC AVE, MOUNT PROSPECT, IL-60056.

BY FEE SIMPLE DEED FROM JAMES G. MCCARRICK, SINGLE AS SET FORTH IN DOC # 0512947141 DATED 04/29/2005 AND RECORDED 05/09/2005, COOK COUNTY RECORDS, STATE OF ILLINOIS

Tax ID: 03-35-311-004