UNOFFICIAL COPY



Doc#: 1033645047 Fee: \$48.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 12/02/2010 11:34 AM Pg: 1 of 7

Prepared by
LSI
700 Cherrington Pkwy.
Coraopolis, PA 15108
412-299-4000
9760975

POWER OF ATTORNEY

Grantor/Mortgagor: Mohamed Mahmoud Samy and Nagwa Ali El Bassiouni

Grantee/Mortgagee: Casey Dill, Greg Periziola, James Greene, Kristin Peattie, Rolanda Lee, Ryan Flaherty, Shannon Obringer, Stacey Franciscus, William Leonard

Property Address: 228 Southwicke Dr Unit B

Streamwood, IL 60107

1033645047 Page: 2 of 7

UNOFFICIAL COPY

RECORDING REQUESTED BY:

LSI

700 Cherrington Parkway Coraopolis, PA 15108

WHEN RECORDED MAIL TO:

LSI

700 Cherrington Parkway Coraopolis, PA 15108 eLS Order # 9760975

NON DURABLE POWER OF ATTORNEY

CAUTION: THIS IS AN IMPORTANT DOCUMENT. IT GIVES THE PERSON WHOM YOU DESIGNATE (YOUR "ACENT" OR "ATTORNEY IN FACT" HEREINAFTER CALLED "AGENT/AIF") BROAD POWERS TO ACT ON YOUR BEHALF FOR A SPECIFIC TRANSACTION DURING A CERTAIN PERIOD OF TIME, WHICH INCLUDE POWERS TO PROMISE TO REPAY A DEBT WITH INTEREST AND MORTGAGE YOUR REAL PROPERTY FOLLOWING YOUR REVIEW OF YOUR LOAN DOCUMENTATION DURING A LOAN CLOSING TO BE CONDUCTED ON THE INTERNET. WITH RESPECT TO ANY LOSS OF, MISPLACEMENT OF, INACCURACY IN, OR FAILURE TO SIGN ANY LOAN DOCUMENTATION, YOUR AGENT/AIF WILL CONTINUE TO HAVE THESE POWERS AFTER THE LOAN CLOSING, FOR THE LIMITED PURPOSE TO REPLACE OR CORRECT SUCH LOAN DOCUMENTATION: IF THE ATTORNEY IN FACT HAS ACTUAL KNOWLEDGE OF ANY INCOMPETENCE BEFORE DURING OR AFTER CLOSING, THE POWERS CONTAINED HEREIN WILL CEASE TO EXIST. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL OR OTHER HEALTH CARE DECISIONS FOR YOU. SIGNING THIS LIMITED POWER OF ATTORNEY IS OPTIONAL. ALTHOUGH USING A LIMITED POWER OF ATTORNEY DESIGNATING YOUR AGENT/AIF SHOULD MAKE YOUR LOAN CLOSING MORE CONVENIENT, YOU ARE NOT REQUIRED TO SIGN THIS DOCUMENT IN ORDER TO OBTAIN YOUR LOAN. BEFORE YOU DECIDE WHETHER TO SIGN OR IF YOU DO NOT UNDERSTAND THE PURPOSE OR EFFECT OF THIS FORM, YOU SHOULD CONSULT AN ATTORNEY.

BE IT KNOWN, that I, Mohamed Mahmoud Samy, Nagwa Ali El Bassious, Whose residence address is: 228 SOUTHWICKE DR UNIT B STREAMWOOD, IL 60107

Make and appoint the following persons who are employees of LSI, namely: Casey Dill. Greg Perdziola, James Greene, Kristin Beattie, Rolanda Lee, Ryan Flaherty, Shannon Obringer, Stacey Franciscus, William Leonard, whose addresses are C/O LSI, at 700 Cherrington Parkway, Carapolis, PA 15108. Each of my agents may exercise the powers conferred in this power of attorney separately, without the consent of the other agent. My agents may delegate the powers, tasks and duties to one of the other agents but to no other person. My Agents/AIFs may exercise the powers to accomplish the following specific and limited purposes:

- (A) Refinancing and/or home equity financing of the Real Estate located at 228 SOUTHWICKE DR UNIT B, STREAMWOOD, IL 60107 and legally described as (the "Property"):
- (B) To mortgage, finance, refinance, assign, transfer and in any manner deal with Property located at : 228 SOUTHWICKE DR UNIT B, STREAMWOOD, IL 60107 to effectuate the above referenced refinancing and banking transactions with U.S. Bank National Association (hereinafter called "Lender"). See attached Exhibit A for full legal description.
- (C) To execute, acknowledge receipt of, approve, and deliver all documents including but not limited to:

1033645047 Page: 3 of 7

UNOFFICIAL COPY

- a. Notes, Deeds, Mortgages/Deeds of Trust, Subordinations, security instruments, riders, attachments and addenda, including any documents necessary or requested as part of this transaction by the title insurer, lender or other parties to the transaction;
- b. those documents needed by governmental and taxing authorities;
- c. lien waivers, subordination/waiver of homestead and any marital rights necessary to obtain the financing; and
- d. escrow instructions, closing or settlement statements, truth in lending disclosures (including notice of my right to rescind the credit extension, if applicable), loan applications, HUD-1 and other written instruments relating to the transaction.
- (D) All other powers which I myself may have concerning the real estate transaction and refinancing of the same 'saled at 228 SOUTHWICKE DR UNIT B, STREAMWOOD, IL 60107. ELS Order # \$760975.

Further giving and granting said Agent/AIF, 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 (setout herein) as fully, to all intents and purposes, as might or could be done if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that said attorney in fact (also called agent) should lawfully do or cruss to be done by virtue hereof.

This Power of Attorney is effective immediately and is limited to the specific transaction described above. This Power of Attorney shall not be effective in the event of my disability or incapacity. I may revoke this Power of Attorney at any time by providing written notice to my Agent/AIF at Closing Stream Department C/O LSI, 700 Cherrington ParkwayCoraopolis, PA 15108. When the Power of Attorney is recorded, any revocation will not be effective as to third parties until the revocation is recorded in the same county or other established governmental authority for the recording of Powers of Attorney. This Power of Attorney will terminate upon the proper recording of all documents necessary or requested as part of this transaction by the title insurer, lender or other parties to the transaction, except with respect to any loss of, misplacement of, inaccuracy in, or failure to sign any closing or loan documentation. With respect to any loss of, misplacement of, inaccuracy in, or failure to sign any closing or loan documentation, these powers will continue to exist for the limited purpose to replace or correct such documentation.

Conflict of Interest Disclosure. My Agent/AIF can enter into transactions with me or on my behalf in which my Agent/AIF is personally interested as long as the terms of the transaction are rair to me and I have agreed to such an action. I also understand that LSI receives fees for escrow and title services from the closing. I further understand that these fees will be detailed on my Settlement Statement that accompanies my loan documents.

I understand that this Power of Attorney is not an approval of my loan application request or a commitment by Lender to make a mortgage loan. Should my loan application request not be approved by Lender, this Power of Attorney will be null and void.

TO INDUCE ANY THIRD PARTY TO ACT, I AGREE THAT ANY THIRD PARTY RECEIVING AN EXECUTED COPY OR FACSIMILE OF THIS INSTRUMENT MAY ACT ON THIS INSTRUMENT. ANY REVOCATION OR TERMINATION OF THIS INSTRUMENT WILL BE INEFFECTIVE AS TO SUCH THIRD PARTY UNTIL SUCH THIRD PARTY HAS ACTUAL OR CONSTRUCTIVE NOTICE OF SUCH REVOCATION OR TERMINATION. I, FOR MYSELF AND FOR MY HEIRS, EXECUTORS, LEGAL REPRESENTATIVES AND ASSIGNS, AGREE TO INDEMNIFY AND HOLD HARMLESS ANY SUCH THIRD PARTY FROM AND AGAINST ANY AND ALL CLAIMS THAT MAY ARISE AGAINST SUCH THIRD PARTY BY REASON OF SUCH THIRD PARTY HAVING REASONABLY RELIED ON THE PROVISIONS OF THIS INSTRUMENT.

1033645047 Page: 4 of 7

UNOFFICIAL COPY

I, Mohamed Mahmoud Samy, Nagwa Ali El Bas	siouni, the principal, sign my name to this power of
undersigned authority that I sign and execute th	20, and, being first duly sworn, do declare to the is instrument as my power of attorney for a refinance
and that I sign it willingly, or willingly direct anoth	her to sign for me, that I execute it as my free and
	power of attorney and that I am eighteen years of age
or older, of sound mind and under no constraint	or undue influence.
	Thene I want
Dated: 1/ /15/2016, 2010	Whated M. Smul
· 1 / 1	Mohamed Mahmoud Samy
Dated: 11/15/20/0.20	
Dated	Nagun St Class
	Nagwa Ali El Bassiouni
Dated:, 20	Nagwa Ali El Bassiouni
0.	
Dated:, 20	
0.0	
State of TUINOIS	
	·
County of <u>Ceoh</u>	
Subscribed, sworn to and/or acknowledged befo	reins John Miller by
Mohamed Mahmoud Samy, Nagwa Ali El Bassic	ouni, the principal(s), this 1/5 day of
Whose name(s) is/are subscribed to the within in	basis of sociafactory evidence to be the person(s) strument and acknowledged to me that he/she/they
executed the same in his/her/their authorized cap	pacity(les), and that by his/her/their signatures(s) on
he instrument the person(s), or the entity upon b	pehalf of which the person(s) acted, executed the
nstrument.	
	T
	0,
	$O_{\mathcal{E}}$
	C ₂
WITNE	SS my hand and official seal.
	11 - 10/11
	Moure F Miller
	SIGNATURE OF NOTARY
COMMISSION EXPIRES	5/29/2012
	7, ,
	
	OFFICIAL OFFI
	OFFICIAL SEAL JOSHUA F MILLER
	NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES ASSET

1033645047 Page: 5 of 7

UNOFFICIAL COPY

ACKNOWLEDGMENT OF ATTORNEY-IN-FACT

I,	AGENT,	have	read	the	attached	power	of	attorney	and	am	the	person	identi	ified
as the a	ittorney-in-	fact (th	ne "ag	ent")	for the pri	incipal.	i he	reby ackn	owled	lge tl	hat in	the abs	ence	of a
specific	provision t	to the c	contrar	y in t	he power (of attorn	ey o	or in state	law.,	wher	1 lac	t as agei	nt:	

I shall exercise the powers for the benefit of the principal.

I shall keep the assets of the principal separate from my assets.

I shall exercise reasonable caution and prudence.

I shall keep a full and accurate record of all actions, receipts and disbursements on behalf of the principal.

AGENT

Signature of Attorney-ir -Fact

113710

Date

1033645047 Page: 6 of 7

UNOFFICIAL COPY

Ðη
State of TA
County of ALLEGHENY)
On this, the
WITNESS m/h and official seal
Notary Public Facey
My Commission Expires:
NOTARIAL SEAL STACEY FRANCISCUS Notary Public MOON TWP, ALLEGHENY COUNTY My Commission Expires Apr 12, 2011
NOTARIAL SEAL STACEY FRANCISCUS Notary Public MOON TWP. ALLEGHENY COUNTY My Commission Expires Apr 12, 2011

1033645047 Page: 7 of 7

UNOFFICIAL COPY

Order No.:

9760975

Loan No.:

2300030634

Exhibit A

The following described property:

Unit 4105-E ir. Southwicke on Sutton Condominium, as delineated on a Survey of the following described parcel of Real Estate: part of certain lots in Southwicke on Sutton, being a Subdivision in the South Half of the Northwest Quarter of Section 28, Township 41 North, Range 9, East of the Third Principal Meridian, according to the Plat thereof recorded November 16, 1999 as Document 09072908, which Survey is attached as Exhibit "A" to the Declaration of Condominium recorded November 24, 1999 as Document 09108422, as amended from time to time, together with its undivided percentage interest in the common elements, in Cook County, Illinois.

Assessor's Parcel No:

06-28-203-067-1224