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DURABLE POWER OF ATTORNEY

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Doc#: 1125242090 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/09/2011 11:33 AM Pg: 1 of 4

Property of Cook County Clerk's Office

PROPERTY ADDRESS: 3026 W. 183rd Street, Homewood, IL 60430

P.I.N. No.: 28-36-304-045-0000

LEGAL DESCRIPTION:

LOT 3 (EXCEPT THE EAST 6 1/2 FEET THEREOF) IN COWING BROTHERS FIRST ADDITION TO HOMEWOOD, BEING A SUBDIVISION OF THE EAST 1/4 OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Prepared by + Return To:
James H. Himmel
6500 College Drive
Palos Heights, IL 60463

Attorneys' Title Guaranty Fund, Inc.
1 S. Wacker Rd., STE 2400
Chicago, IL 60606
Attn: Search Department

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DURABLE POWER OF ATTORNEY

I, David McDaniel, Jr., of Cook County, Illinois, as principal, hereby appoint my daughter, Donna M. McDaniel, as my agent and attorney-in-fact ("Agent") to exercise the following powers in my name and on my behalf with respect to any interest from time to time owned by me in property, real or personal, wherever located ("property"), or other matters in which I from time to time may have a personal or financial interest:

1. **Banking.** To deposit in, or withdraw property from, any account in my name (or jointly with others) at any bank, trust company, savings association, credit union, safe deposit company, broker, or other financial institution, or agency; to draw, endorse and deliver checks, drafts, certificates of deposit, notes or other instruments for the payment of money; and to examine or receive related records, including canceled checks.

2. **Pension Plan.** To have access to, maintain, and make changes as necessary to any and all pension plans in my name (or jointly with others), including but not limited to Automobile Mechanic's Local 701 Union and Industry Pension Fund.

3. **Payment of expenses.** To pay all bills for household and other expenses incurred for my support and medical care; to pay or provide for the costs of medical, nursing, hospital, convalescent and other health care and treatment, including giving hospitals or other treatment facilities any financial information necessary to secure my medical treatment; to make application for insurance, pension or employee benefits related to such health care and treatment and to have access to any medical records or communications, oral or written, pertaining to my physical or mental condition. No medical professional or provider shall have any liability in relying on this Durable Power of Attorney in divulging information as to my physical or mental condition.

4. **Sale and management of property.** To sell, lease, mortgage, improve, repair and in all other respects manage and deal with my property, real or personal, and to employ brokers and agents in connection therewith; to invest and reinvest in any stocks, bonds or other securities or property of any kind or nature, real or personal; to exercise any option to purchase property, including stock options; to vote stock or other securities and sign proxies; to collect rents and to collect the proceeds of any sale or mortgage of real property, and to execute and deliver any and all instruments which my Agent may deem advisable in connection therewith, including contracts, leases, deeds of trust, deeds of general warranty, releases of homestead, restrictive covenants, mortgages and assignments of rent; and in all other respects manage and deal with my property as fully as I myself could do.

5. **Collection of assets.** To demand, sue for, receive, and otherwise take steps to collect or recover all debts, rents, proceeds, interest, dividends, annuities, securities for money,

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goods, chattels, bequests, 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 or organization; 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 or organization and to grant an extension of time for the payment or satisfaction thereof on any terms, with or without security.

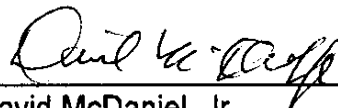
6. **Insurance.** To maintain, purchase, cancel or dispose of fire, casualty, property or income protection, medical, hospital, disability, life, liability or other insurance and to pay any premiums thereon.

7. **Taxes.** To execute and to file my income tax return, gift tax return or declaration of estimated tax for any period, or any other tax return or report; to represent me before any office of the Internal Revenue Service, the taxing authority of any jurisdiction, or in any administrative agency or court with respect to any tax matters; to receive confidential information; to receive checks in payment of any refund of income or other taxes, penalties or interest; to execute waivers or restrictions on assessment or collection of taxes; to execute closing agreements in respect to a tax liability for a specific matter; to execute protests to a determination of taxes by a district director; to file petitions in the Tax Court of the United States or suits for refund of taxes in any United States District Court or in the Court of Claims; and in general to represent me with respect to any income, property, excise or other tax matters, federal, state or local.

My Agent shall exercise or fail to exercise the powers and authorities granted herein in each case as my Agent in my Agent's absolute discretion, deems desirable or appropriate under existing circumstances. However, despite the above provisions, nothing herein shall be construed as imposing a duty on any person to act or assume responsibility for any matters referred to above, or other matters, even though my Agent may have the power or the authority to do so.

If any power or authority hereby sought to be conferred upon my Agent is invalid or unexercisable for any reason, or is not recognized by any person or organization dealing with my Agent, the remaining powers and authorities given to my Agent shall nevertheless continue in full force and effect.

IN WITNESS WHEREOF, I have set my hand to the foregoing Durable Power of Attorney this 3rd day of March, 2009.



 David McDaniel, Jr.

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^{We}
 We, DAVID M. McDANIEL the witnesses and TAIN PERRY, Notary Public, sign our names to this instrument being first duly sworn and do declare to the undersigned authority that David McDaniel, Jr, signs and executes this instrument as his Durable Power of Attorney and that he signs it willingly, or willingly directs another to sign for him, and that each of us, in his presence and hearing, signs this Durable Power of Attorney as witness to his signing and that to the best of our knowledge he is eighteen years of age or older, of sound mind and under no constraint or undue influence.

[Signature]
 Signature of Witness

DAVID M. McDANIEL
 Printed name of witness

1658 N. Milwaukee #115 CHICAGO IL
60647

Address of Witness

STATE OF Illinois)
) ss.
 County of Cook)

Subscribed, sworn to and acknowledge I before me by David McDaniel, Jr, the principal, and subscribed and sworn to before me by, witnesses, this 3rd day of March, 2009.

6-6-09
 Commission Expiration

[Signature]
 Notary Public

