

# UNOFFICIAL COPY

Prepared By And

RECORDING REQUESTED BY:

LSI

700 Cherrington Parkway  
Coraopolis, PA 15108



Doc#: 1135544011 Fee: \$52.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/21/2011 10:43 AM Pg: 1 of 9

WHEN RECORDED MAIL TO:

LSI

700 Cherrington Parkway  
Coraopolis, PA 15108  
eLS Order # 12562583

## ILLINOIS NON DURABLE POWER OF ATTORNEY

### NOTICE TO PRINCIPAL

**PLEASE READ THIS NOTICE CAREFULLY:** THIS IS AN IMPORTANT DOCUMENT. IT IS GOVERNED BY THE ILLINOIS POWER OF ATTORNEY ACT. IT GIVES THE PERSON WHOM YOU DESIGNATE (YOUR "AGENT" 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. IT IS IMPORTANT TO SELECT AN AGENT/AIF WHOM YOU TRUST, SINCE YOU ARE GIVING THAT AGENT/AIF CONTROL OVER YOUR FINANCIAL ASSETS AND PROPERTY FOR THE LIMITED PURPOSES DESCRIBED HEREIN. ANY AGENT/AIF WHO DOES ACT FOR YOU HAS A DUTY TO ACT IN GOOD FAITH FOR YOUR BENEFIT AND TO USE DUE CARE, COMPETENCE, AND DILIGENCE. HE OR SHE MUST ALSO ACT IN ACCORDANCE WITH THE LAW AND WITH THE DIRECTIONS IN THIS FORM. YOUR AGENT/AIF MUST KEEP A RECORD OF ALL RECEIPTS, DISBURSEMENTS, AND SIGNIFICANT ACTIONS TAKEN AS YOUR AGENT/AIF. 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. THIS POWER OF ATTORNEY DOES NOT AUTHORIZE YOUR AGENT/AIF TO APPEAR IN COURT FOR YOU AS AN ATTORNEY-AT-LAW OR OTHERWISE TO ENGAGE IN THE PRACTICE OF LAW UNLESS HE OR SHE IS A LICENSED ATTORNEY WHO IS AUTHORIZED TO PRACTICE LAW IN ILLINOIS. SIGNING THIS LIMITED POWER OF ATTORNEY IS OPTIONAL. YOU ARE NOT REQUIRED TO SIGN THIS LIMITED POWER OF ATTORNEY, BUT IT WILL NOT TAKE EFFECT WITHOUT YOUR SIGNATURE. 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.

Please place your initials on the following line indicating that you have read this Notice:

*Richard G. Black*

RICHARD G BLACK

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BE IT KNOWN, that I, RICHARD G BLACK

Whose residence address is: 501 N CLINTON ST UNIT 1402  
CHICAGO, IL 60654

Make and appoint the following persons who are employees of LSI, namely: Casey Dill, Greg Perdziola, Rolanda Lee, Ryan Flaherty, Shannon Obringer, Stacey Franciscus, William Leonard, whose addresses are C/O LSI, at 700 Cherrington Parkway, Coraopolis, 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:

Principal's Initials      Witnesses' Initials

*RB*

*mcfr*

(A) Refinancing and/or home equity financing of the Real Estate located at 501 N CLINTON ST UNIT 1402, CHICAGO, IL 60654 and legally described as (the "Property"):

*RB*

*mcfr*

(B) To mortgage, finance, refinance, assign, transfer and in any manner deal with Property located at: 501 N CLINTON ST UNIT 1402, CHICAGO, IL 60654 to effectuate the above referenced refinancing and banking transactions with Wells Fargo Bank, N.A. (hereinafter called "Lender"). See attached Exhibit A for full legal description.

*RB*

*mcfr*

(C) To execute, acknowledge receipt of, approve, and deliver all documents including but not limited to:

- 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.

*RB*

*mcfr*

(D) All other powers which I myself may have concerning the real estate transaction and refinancing of the same located at 501 N CLINTON ST UNIT 1402, CHICAGO, IL 60654.  
ELS Order # 12562583.

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 (set out 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 cause 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 Parkway Coraopolis, 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.

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**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 fair 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.

### ACKNOWLEDGEMENT BY PRINCIPAL

I, RICHARD G BLACK, the principal(s), sign my name to this power of attorney this 26<sup>th</sup> day of SEPTEMBER, 2011, and, being first duly sworn, do declare to the undersigned authority that I sign and execute this instrument as my power of attorney for a refinance and that I sign it willingly, or willingly direct another to sign for me, that I execute it as my free and voluntary act for the purposes expressed in the power of attorney and that I am eighteen years of age or older, of sound mind and under no constraint or undue influence.

Dated: SEPTEMBER 26, 2011

Richard G Black  
RICHARD G BLACK

Dated: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_

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State of IL

County of COOK

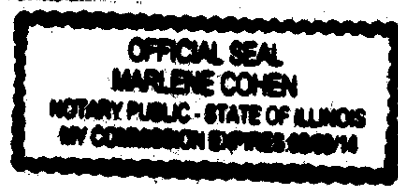
Subscribed, sworn to and/or acknowledged before me by RICHARD BLACK, the principal this 21<sup>st</sup> day of SEPT, 2011 and proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Evidence of identification was STATE LICENSE. I certify under PENALTY OF PERJURY under the laws of the state where the property is located that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Marlene Cohen  
SIGNATURE OF NOTARY

My Commission Expires: 8/9/14



Property of Cook County Clerk's Office

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## ACKNOWLEDGMENT BY WITNESSES

We MARLENE COHEN, JIM KARTHAN, the witnesses, sign our names to the foregoing Power of Attorney being first duly sworn and do declare to the undersigned authority that the principal who is personally known to me, declared to me that this instrument is his/her power of attorney granting to the named agents/attorneys-in-fact the power and authority specified herein, and that he/she was free from duress at the time this Power of Attorney was signed, and that the principal affirmed that he or she was aware of the nature of the document and signs and executes it freely, voluntarily and willingly, or willingly directs another to sign for him/her as his/her power of attorney and that I/we, in the presence and hearing of the principal, sign this Power of Attorney as witness to the principal's signing and that to the best of my knowledge the principal is eighteen years of age or older, of sound mind and under no constraint or undue influence. Each undersigned witness individually certifies that he/she is not: (a) the attending physician or mental health service provider or a relative of the physician or provider; (b) an owner, operator, or relative of an owner or operator of a health care facility in which the principal is a patient or resident; (c) a parent, sibling, descendant, or any spouse of such parent, sibling, or descendant of either the principal or any agent or successor agent under the foregoing power of attorney, whether such relationship is by blood, marriage, or adoption; (d) an agent or successor agent under the foregoing power of attorney or (e) the notary for this transaction. I am eighteen years of age or older and am not disabled.

Witness: Marlene Cohen

Witness: Jim Karthan

Printed Name: MARLENE COHEN

Printed Name: JIM KARTHAN

State of IL

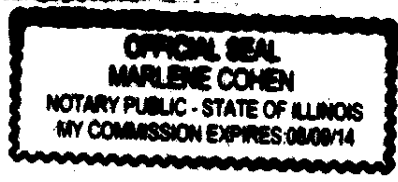
County of COOK

On the 26<sup>th</sup> day of SEPT in the year 2011 before me, the undersigned, personally appeared MARLENE COHEN and JIM KARTHAN, witnesses, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. Evidence of identification was DRIVERS LICENSE.

WITNESS my hand and official seal in the county and state aforesaid this 26<sup>th</sup> day of SEPT, 20 11. I certify under PENALTY OF PERJURY under the laws of the state where the property is located that the foregoing paragraph is true and correct.

Marlene Cohen  
SIGNATURE OF NOTARY

My Commission Expires: 8/9/14



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## NOTICE TO EACH AGENT/AIF

When you accept the authority granted under this Power of Attorney a special legal relationship, known as agency, is created between you and the principal. Agency imposes upon you duties that continue until you resign or the Power of Attorney is terminated or revoked. As agent/attorney-in-fact you must:

- (1) do what you know the principal reasonably expects you to do with the principal's property;
- (2) act in good faith for the best interest of the principal, using due care, competence, and diligence;
- (3) keep a complete and detailed record of all receipts, disbursements, and significant actions conducted for the principal;

As agent/attorney-in-fact you must not do any of the following:

- (1) act so as to create a conflict of interest that is inconsistent with the other principles in this Notice to Agent;
- (2) do any act beyond the authority granted in this power of attorney;
- (3) commingle the principal's funds with your funds;
- (4) borrow funds or other property from the principal, unless otherwise authorized;
- (5) continue acting on behalf of the principal if you learn of any event that terminates this Power of Attorney or your authority under this Power of Attorney, such as the death of the principal.

If you have special skills or expertise, you must use those special skills and expertise when acting for the principal. You must disclose your identity as an agent/attorney-in-fact whenever you act for the principal by writing or printing the name of the principal and signing your own name "as Agent/AIF" in the following manner:

"(Principal's Name) by (Your Name) as Agent/Attorney-in-Fact"

The meaning of the powers granted to you is contained in Section 3-4 of the Illinois Power of Attorney Act, which is incorporated by reference into the body of the Power of Attorney for property document.

If you violate your duties as agent/attorney-in-fact or act outside the authority granted to you, you may be liable for any damages, including attorney's fees and costs, caused by your violation.

If there is anything about this document or your duties that you do not understand, you should seek legal advice from an attorney.

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## ACKNOWLEDGMENT BY AGENTS/ATTORNEYS IN FACT

We, Shannon Obinger Casadill and STACEY FRANCISCU have read the attached Power of Attorney and are the persons identified as the Agents/AIFs for the Principal. We hereby acknowledge that when we act as Agents/AIFs, we are given power under this Power of Attorney to make decisions about refinancing the Property belonging to the Principal, on the Principal's behalf, in accordance with the terms of this Power of Attorney. This Power of Attorney is valid only if the Principal is of sound mind when the Principal signs it. When acting in the capacity of Agent, we are under a duty (called a "fiduciary duty") to observe the standards observed by a prudent person, which means the use of those powers that is reasonable in view of the interests of the Principal and in view of the way in which a person of ordinary judgment would act in carrying out that person's own affairs. If the exercise of our acts is called into question, the burden will be upon each of us to prove that we acted under the standards of a fiduciary. As the Agents, we are not entitled to use the money or property for our own benefit or to make gifts to ourselves or others. As the Agents, our authority under this Power of Attorney will end when the Principal dies or becomes incompetent and we will not have authority to manage or dispose of any property or administer the estate. If we violate our fiduciary duty under this Power of Attorney, we may be liable for damages and may be subject to criminal prosecution. If there is anything about this Power of Attorney, or our duties under it, that we do not understand, we understand that we should seek professional advice.

Each of us hereby individually acknowledges that in the absence of a specific provision to the contrary in the power of attorney or in state law, when we act as an agent:  
 We shall exercise the powers for the benefit of the principal.  
 We shall keep the assets of the principal separate from our assets.  
 We shall exercise reasonable caution and prudence.  
 We shall keep a full and accurate record of all actions, receipts and disbursements on behalf of the principal.  
 We will follow any instructions of the principal provided to us prior to or at the time of the loan closing to be conducted on the internet.  
 We will follow any closing instructions provided by LSI, the title insurer, lender, or other parties to the transaction related to the loan closing to be conducted on the internet

Specimen signature of Agent/Attorney in Fact: Shannon Obinger

Specimen signature of Agent/Attorney in Fact: Stacey Franciscu

Specimen signature of Agent/Attorney in Fact: Stacey Franciscu

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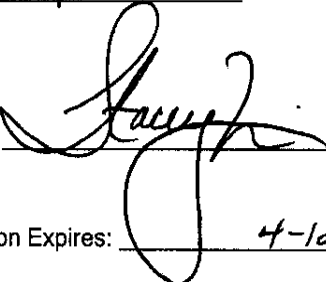
State of PA)

SS:

County of ALLEGHENY)

On this, the 9 day of DECEMBER, 2011, before me, the undersigned, personally appeared SHANNON OSRINGER, CASEY DILL and STACEY FRANCISCUS Agents/Attorneys in Fact, who proved to me on the basis of satisfactory evidence (Evidence of identification was \_\_\_\_\_) to be the individual(s) whose name is (are) subscribed to the within Power of Attorney in their respective capacities, and all of said persons being by me duly sworn, the Agent/Attorney in Fact declared to me that they were (each) eighteen (18) years of age or over, and that they are not (neither of them is) related to the principal by blood or marriage, are employees of LSI and that such individual made their acknowledgment and such appearance before the undersigned in the city/township of MOON, County of ALLEGHENY, State/Commonwealth of PENNSYLVANIA.

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



My Commission Expires: \_\_\_\_\_

4-12-15





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Order ID: 12562583

Loan Number: 0288507981

## EXHIBIT A LEGAL DESCRIPTION

The following described property:

Parcel 1: Unit Number 1402 and Parking Space P-B19 in the Kinzie Park Tower Condominium, as delineated on a Survey of the following described Tract of Land: Lot 22 in Kinzie Park Subdivision, being a resubdivision of Lots, Blocks and Vacated Streets and Alley's in Wabansia, in the East 1/2 of the Northwest 1/4 of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Which Survey is Attached as Exhibit "A" to the Declaration of Condominium Recorded as Document Number 09930340 as amended from time to time; together with its undivided percentage interest in the common elements in Cook County, Illinois.

Parcel 2:

Easement for ingress and egress for the benefit of Parcel 1 aforesaid as set forth in the declaration of easements, restrictions, easements and by-laws for Kinzie Park Homeowners Association Recorded May 27, 1999 as Document Number 99514088.

Assessor's Parcel Number: 17-09-112-107-1067

Property of Cook County Clerk's Office