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Illinois Statutory Short Form Power of Attorney for Property (Illinois Power of Attorney Act 755 ILCS 45/3-3)

POWER OF ATTORNEY made this **22nd** day of the month of **November, 2011**

1. We, **Ignacio Arias Rivera and Adela Arias** currently living at 1488 Willow Avenue, Des Plaines, Illinois 60016, appoint: Our DAUGHTER, Martha Arias, currently living at 1177 Webster Lane, Des Plaines, Illinois 60016; as our attorney-in-fact (my "agents") to act for us and in our name (in any way we could act in person) with respect to the following powers, as defined in Section 3-4 of the "Statutory Short Form Power of Attorney for Property Law" (including all amendments) ' or
additions to the specified powers inserted in paragraph 2 or 3 below:



- a. Real estate transactions to sell or rent
- b. Any bank transactions, loans or accounts
- c. Tax matters

Doc#: 1308549001 Fee: \$68.00
RHSP Fee: \$10.00 Affidavit Fee:
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 03/26/2013 10:51 AM Pg: 1 of 4

2. The powers granted above shall not include the following powers or shall be modified or limited in the following particulars (here you may include any specific limitations you deem appropriate, such as a prohibition or conditions on the sale of particular stock or real estate or special rules on borrowing by the agent):

N/A

3. In addition to the powers granted above, we grant our agent the following powers (here you may add any other delegable powers including, without limitation, power to make gifts, exercise powers of appointment, name or change beneficiaries or joint tenants or revoke or amend any trust specifically referred to below):

N/A

4. Our agent shall have the right by written instrument to delegate any or all of the foregoing powers involving discretionary decision-making to any person or persons whom my agent may select, but such delegation may be amended or revoked by any agent (including any successor) named by me who is acting under this power of attorney at the time of reference.

5. Our agent shall be entitled to reasonable compensation for services rendered as agent under this power of attorney.

6. This power of attorney shall become effective on **November 22, 2011**

7. (X) This power of attorney does not have an expiration date.

8. If any agent named by me shall die, become incompetent, resign or refuse to accept the office of agent, I name the following (each to act alone and successively, in the order named) as successor(s) to such agent:

None

For purposes of this paragraph 8, a person shall be considered to be incompetent if and while the person is a minor or an adjudicated incompetent or disabled person or the person is unable to give prompt and intelligent consideration to business matters, as certified by a licensed physician.

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9. If a guardian of my estate (my property) is to be appointed, we nominate the agent acting under this power of attorney as such guardian, to serve without bond or security.

10. We are fully informed as to all the contents of this form and understand the full import of this grant of powers to my agent.

Signed Ignacio Arias Rivera
Ignacio Arias Rivera

Signed Adela Arias
Adela Arias

State of ILLINOIS

County of COOK

The undersigned, a notary public in and for the above county and state, certifies that **Ignacio Arias Rivera** known to me to be the same person whose name is subscribed as principal to the foregoing power of attorney, appeared before me and the additional witness in person and acknowledged signing and delivering the instrument as the free and voluntary act of the principal, for the uses and purposes therein set forth (, and certified to the correctness of the signature(s) of the agent(s)).

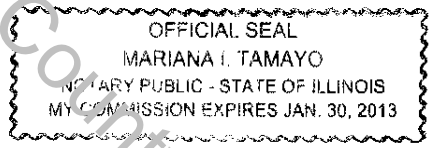
Dated: November 22, 2011

Notary's Signature: _____

Notary's Name: Mariana I. Tamayo, MBA

My commission expires: January 30, 2013

Notary's Seal:



The undersigned witness certifies that **Ignacio Arias Rivera and Adela Arias**, known to me to be the same persons whose names is subscribed as principals to the foregoing power of attorney, appeared before me and the notary public and acknowledged signing and delivering the instrument as the free and voluntary act of the principals, for the uses and purposes therein set forth. I believe him and her to be of sound mind and memory.

Dated: November 22, 2011

Witness _____

This document was prepared by:

Mariana I. Tamayo, MBA

J & I Professional Services, Inc.

1365 Prospect Avenue

Des Plaines, Illinois 60018

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§ 755 ILCS 45/3-4. Explanation of powers granted in the statutory short form power of attorney for property

(Sec. 3-4.) Explanation of powers granted in the statutory short form power of attorney for property.

This section defines each category of powers listed in the statutory short form power of attorney for property and the effect of granting powers to an agent. When the title of any of the following categories is retained (not struck out) in a statutory property power form, the effect will be to grant the agent all of the principal's rights, powers and discretions with respect to the types of property and transactions covered by the retained category, subject to any limitations on the granted powers that appear on the face of the form. The agent will have authority to exercise each granted power for and in the name of the principal with respect to all of the principal's interests in every type of property or transaction covered by the granted power at the time of exercise, whether the principal's interests are direct or indirect, whole or fractional, legal, equitable or contractual, as a joint tenant or tenant in common or held in any other form; but the agent will not have power under any of the statutory categories (a) through (o) to make gifts of the principal's property, to exercise powers to appoint to others or to change any beneficiary whom the principal has designated to take the principal's interests at death under any will, trust, joint tenancy, beneficiary form or contractual arrangement. The agent will be under no duty to exercise granted powers or to assume control of or responsibility for the principal's property or affairs; but when granted powers are exercised, the agent will be required to use due care to act for the benefit of the principal in accordance with the terms of the statutory property power and will be liable for negligent exercise. The agent may act in person or through others reasonably employed by the agent for that purpose and will have authority to sign and deliver all instruments, negotiate and enter into all agreements and do all other acts reasonably necessary to implement the exercise of the powers granted to the agent.

(a) Real estate transactions. The agent is authorized to: buy, sell, exchange, rent and lease real estate (which term includes, without limitation, real estate subject to a land trust and all beneficial interests in and powers of direction under any land trust); collect all rent, sale proceeds and earnings from real estate; convey, assign and accept title to real estate; grant easements, create conditions and release rights of homestead with respect to real estate; create land trusts and exercise all powers under land trusts; hold, possess, maintain, repair, improve, subdivide, manage, operate and insure real estate; pay, contest, protest and compromise real estate taxes and assessments; and, in general, exercise all powers with respect to real estate which the principal could if present and under no disability.

(b) Any bank transactions, loans or accounts. To open or close accounts; to inquire the status of any loan; to modify change or end any loan.

(c) Tax matters. The agent is authorized to: sign, verify and file all the principal's federal, state and local income, gift, estate, property and other tax returns, including joint returns and declarations of estimated tax; pay all taxes; claim, sue for and receive all tax refunds; examine and copy all the principal's tax returns and records; represent the principal before any federal, state or local revenue agency or taxing body and sign and deliver all tax powers of attorney on behalf of the principal that may be necessary for such purposes; waive rights and sign all documents on behalf of the principal as required to settle, pay and determine all tax liabilities; and, in general, exercise all powers with respect to tax matters which the principal could if present and under no disability.

UNOFFICIAL COPY**RECORDATION REQUESTED BY:**

FIRST MIDWEST BANK
 DES PLAINES
 ONE PIERCE PLACE
 SUITE 1500
 ITASCA, IL 60143

WHEN RECORDED MAIL TO:

First Midwest Bank
 Gurnee Branch
 P.O. Box 9003
 Gurnee, IL 60031-2502

FOR RECORDER'S USE ONLY

This Mortgage prepared by:

FIRST MIDWEST BANK
 300 NORTH HUNT CLUB ROAD
 GURNEE, IL 60031

MORTGAGE

MAXIMUM LIEN. At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$100,000.00.

THIS MORTGAGE dated July 8, 2005, is made and executed between IGNACIO ARIAS and ADELA ARIAS, HIS WIFE, IN JOINT TENANCY, whose address is 1488 WILLOW AVENUE, DES PLAINES, IL 60016 (referred to below as "Grantor") and FIRST MIDWEST BANK, whose address is ONE PIERCE PLACE, SUITE 1500, ITASCA, IL 60143 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in COOK County, State of Illinois:

THE NORTHEASTERLY 19 FEET OF THE SOUTHWESTERLY 84.33 FEET OF THE SOUTHEASTERLY 59.50 FEET OF THE NORTHWESTERLY 476 FEET AND THE SOUTHEASTERLY 9.50 FEET OF THE NORTHWESTERLY 439.5 FEET (EXCEPT THE SOUTHWESTERLY 103.66 FEET THEREOF) ALL BEING OF LOTS 45 TO 61 INCLUSIVE TAKEN AS A TRACT IN BLOCK 8 IN DESPLAINES CENTER BEING A SUBDIVISION IN SECTION 17, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1488 WILLOW AVENUE, DES PLAINES, IL 60016.
 The Real Property tax identification number is 09-17-205-092-0000

REVOLVING LINE OF CREDIT. This Mortgage secures the Indebtedness including, without limitation, a revolving line of credit and shall secure not only the amount which Lender has presently advanced to Grantor under the Credit Agreement, but also any future amounts which Lender may advance to Grantor under the