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Date: 05/07/2013 01:31 PM Pg. 1 of 15  
Cook County Recorder of Deeds  
\*RHSP FEE \$10.00 Applied

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Recording Requested By & Return To:  
Chicago Title ServiceLink Division  
4000 Industrial Blvd  
Aliquippa, PA 15001

**Power of Attorney**

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Property of Cook County Clerk's Office

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## NOTICE TO THE INDIVIDUAL SIGNING THE ILLINOIS STATUTORY SHORT FORM POWER OF ATTORNEY FOR PROPERTY

PLEASE READ THIS NOTICE CAREFULLY. The form that you will be signing is a legal document. It is governed by the Illinois Power of Attorney Act. If there is anything about this form that you do not understand, you should ask a lawyer to explain it to you.

The purpose of this Power of Attorney is to give your designated "agent" broad powers to handle your financial affairs, which may include the power to pledge, sell, or dispose of any of your real or personal property, even without your consent or any advance notice to you. When using the Statutory Short Form, you may name successor agents, but you may not name co-agents.

This form does not impose a duty upon your agent to handle your financial affairs, so it is important that you select an agent who will agree to do this for you. It is also important to select an agent whom you trust, since you are giving that agent control over your financial assets and property. Any agent 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 must keep a record of all receipts, disbursements, and significant actions taken as your agent.

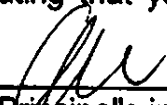
Unless you specifically limit the period of time that this Power of Attorney will be in effect, your agent may exercise the powers given to him or her throughout your lifetime, both before and after you become incapacitated. A court, however, can take away the powers of your agent if it finds that the agent is not acting properly. You may also revoke this Power of Attorney if you wish.

This Power of Attorney does not authorize your agent 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.

The powers you give your agent are explained more fully in Section 3-4 of the Illinois Power of Attorney Act. This form is a part of that law. The "NOTE" paragraphs throughout this form are instructions.

You are not required to sign this Power of Attorney, but it will not take effect without your signature. You should not sign this Power of Attorney if you do not understand everything in it, and what your agent will be able to do if you do sign it.

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

  
Principal's initials

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## **ILLINOIS STATUTORY SHORT FORM POWER OF ATTORNEY FOR PROPERTY**

**POWER OF ATTORNEY** made this 14th day of December, 2012.

1. I, **ANDRAS RACE**, 1400 North Yarmouth Place, Unit 112, Mount Prospect, Illinois 60056, principal, hereby revoke all prior powers of attorney for property executed by me and appoint: **JANINA W. RACE**, 1400 North Yarmouth Place, Unit 112, Mount Prospect, Illinois 60056 (NOTE: You may not name co-agents using this form) as my attorney-in-fact (my "agent") to act for me and in my name (in any way I 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), but subject to any limitations on or additions to the specified powers inserted in paragraph 2 or 3 below:

**(NOTE: You must strike out any one or more of the following categories of powers you do not want your agent to have. Failure to strike the title of any category will cause the powers described in that category to be granted to the agent. To strike out a category you must draw a line through the title of that category.)**

- (a) Real estate transactions.
- (b) Financial institution transactions.
- (c) Stock and bond transactions.
- (d) Tangible personal property transactions.
- (e) Safe deposit box transactions.
- (f) Insurance and annuity transactions.
- (g) Retirement plan transactions.
- (h) Social Security, employment and military service benefits.
- (i) Tax matters.
- (j) Claims and litigation.
- (k) Commodity and option transactions.
- (l) Business operations.
- (m) Borrowing transactions.
- (n) Estate transactions.
- (o) All other property transactions.

**(NOTE: Limitations on and additions to the agent's powers may be included in this power of attorney if they are specifically described below.)**

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2. The powers granted above shall not include the following powers or shall be modified or limited in the following particulars:

**(NOTE: 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.)**

NO LIMITATIONS

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3. In addition to the powers granted above, I grant my agent the following powers:

**(NOTE: 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.)**

(a) Gifts. To make Annual Exclusion Gifts and Tuition and Medical Exclusion Gifts to any one or more of my descendants and their spouses in such amounts as the agent considers appropriate. "Annual Exclusion Gifts" are gifts that qualify for the federal gift tax "annual exclusion" under Code §2503(b). Annual Exclusion Gifts to each person in any calendar year shall not exceed the maximum allowable amount of such annual exclusion for an unmarried donor, or twice that amount if I am married at the time of such gift, taking into account any election that maybe made under §529(c)(2)(B) of the Code. "Tuition and Medical Exclusion Gifts" are gifts that qualify for the federal gift tax exclusion under Code §2503(e). Gifts permitted under this paragraph to an individual may be made to any trust established for such individual (provided that gifts to such trust qualify for the gift tax exclusion under §2503(b) of the Code), to a Uniform Transfers to Minors Act account for such individual (regardless of who is the custodian), to a tuition savings account or prepaid tuition plan as defined under §529 of the Code (a "529 Account") for the benefit of such individual (without regard to who is the account owner or responsible person for such account), or to a Coverdell Education Savings Account for the benefit of such individual. The "spouse" of any person means the individual legally married to, and not legally separated from, such person on the date of the gift then in question or on the date of the prior death of such person. References to sections of the "Code" refer to the Internal Revenue Code of 1986, as amended from time to time, and include corresponding provisions of subsequent federal tax laws.

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(b) My agent may make decisions regarding all financial accounts, all investment accounts, and all other assets that I own, including, but not limited to the following:

(1) TOD – transfer on death accounts (where I have one or more named beneficiaries on such accounts);

(2) POD – payable on death accounts (where I have one or more named beneficiaries on such accounts);

(3) Totten trusts – payable on death accounts (where I have one or more named beneficiaries on such accounts); and

(4) Other accounts that I have in my individual name or that I have with other individuals listed jointly on such accounts.

(c) My agent may make gifts to my spouse without needing anyone's approval.

However, as to gifts to other persons, my agent may make gifts up to \$1,000 per person in any calendar year without needing the approval of any other person

(d) I give my agent the power to make gifts of my assets to the following for

(1) Estate planning purposes;

(2) Medicaid planning purposes; or

(3) Just to help that designated loved one:

my spouse;

charitable organizations to which I have previously donated;

other beneficiaries named in my will (and any trusts I have signed).

(e) Gifts made need not be made to all possible gift recipients. Gifts made need not be in equal amounts. My agent may take into consideration the following:

My estate planning documents (my will and any trusts I have signed);

The help and care that my loved ones have provided to me;

Other factors that my agent believes I would think are important (including prior gifts that I have made to my loved ones).

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(f) Gifts may be made in any way my agent chooses (including, but not limited to the following):

Directly to the gift recipient;  
 Forgiveness of debt/loans by a written document signed by my agent;  
 Put into a custodial account for a young gift recipient;  
 Put into a 529 plan (for the educational expenses of the person); or  
 Put into trust for the gift recipient (my agent may choose the trust terms).  
 My agent may also agree to gift-splitting for gifts made by my spouse.

(g) If my agent is a possible gift recipient and makes a gift to him/herself, then in any one calendar year the maximum allowable gifts shall be:

The annual exclusion amount – which is presently \$13,000 per calendar year (if the gift recipient isn't my spouse);  
 No limitations as to gifts to my spouse;  
 The gifting of my principal residence as stated below;  
 Unlimited gifts if a doctor has determined that I'm not competent to make good financial decisions.

(h) If my agent makes a gift to someone other than him/herself, the maximum allowable gift shall be:

The annual exclusion amount in any one calendar year, which is presently \$13,000 (without any limitation as to gifts to my spouse);  
 The gifting of my principal residence as stated below;  
 Unlimited gifts if a doctor has determined that I'm not competent to make good financial decisions.

(i) If I'm residing in a nursing home or an assisted living facility and any of my relatives qualify to receive my home as an allowable transfer (meaning a gift of my home that won't disqualify me for Medicaid benefits) under applicable laws/regulations, then my agent may make such allowable gift of my home.

If my agent decides to make a gift of my home (to someone other than my spouse), then before such gift is made, it is my desire that my agent take reasonable steps to inform any beneficiary of my will in writing of the planned transfer, and the reason for such transfer, before such actual transfer is made.

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(j) It's my desire that if I must enter a nursing home, as much of my assets as possible be saved and given to the persons I have listed as possible gift recipients and that I be allowed to qualify for Medicaid benefits as soon as possible.

(k) Before gifting, I ask that my agent consult with a knowledgeable lawyer to determine what is allowable and advisable under the law at such time.

(l) Advice from my lawyer to my agent: My attorney may give advice to my agent in regards to the gifting of my assets for estate planning and/or Medicaid planning purposes.

(m) If a doctor has determined in writing that I'm not competent, then my agent may direct my lawyer, or other persons holding any of the originals or copies of my estate planning documents or other important documents (insurance policies, financial statements, beneficiary forms, annuity documents, tax returns, etc.) to give my agent such documents.

(n) My agent may change ownership of my assets into any trusts I have, or that have been established on my behalf. My agent may direct the trustees of any revocable trusts I have established to remove assets from such trusts and title the assets in my individual name or joint accounts I have with others (possibly so my agent may gift such assets per the authorization and directions as stated above).

(o) My agent may change the manner in which I own real estate (for example, changing joint tenancy property to property held as tenants in common, or changing joint tenancy property to property held as tenants by the entireties).

(p) My agent may change beneficiaries on any beneficiary forms (life insurance, IRAs, annuities, and other assets) if :

The person being deleted as a beneficiary is residing in a nursing home or assisted living facility;

The person being deleted is receiving any of the following government benefits (Medicaid or SSI: supplemental security income);

The person being deleted as a beneficiary has had a guardian or conservator appointed for such person by a court; or

My acting agent and at least one backup agent agree in writing to make such beneficiary change.

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(q) **529 Accounts.** If I am the account owner or responsible person (the "account owner") for a 529 Account, or if my agent is the account owner of a 529 Account to which I or my agent on my behalf has made gifts, to exercise all rights granted to an account owner of a 529 Account, including but not limited to any right to refund the account to me; to approve or disapprove a distribution to the beneficiary; to change the beneficiary provided the new beneficiary of the account or plan is one of my descendants, the spouse of one of my descendants, or a sibling or cousin of the old beneficiary; to change the account owner provided the new account owner is my spouse, one of my descendants, the spouse of one of my descendants, the beneficiary, a sibling, parent, or guardian of the beneficiary, or the trustee of a trust of which the beneficiary is a beneficiary; to change investment options; and to roll over the account to another account under the same program or a program in another state.

(r) **Other Compensation.** To compensate separately any brokers, attorneys, auditors, depositories, real estate managers, investment advisors, and other persons (including my agent and any firm with which my agent is associated without reducing compensation in any capacity).

(s) **Funding Trust.** To transfer any part or all of my assets to the trustee of any revocable trust of which I am the grantor.

(t) **Trust, Trustee, or Custodian Accounts.** To withdraw, deposit, open, close, continue, and control all accounts and deposits in a Trust, Trustee, or Custodian Account at any financial institution (which term includes, without limitation, banks, trust companies, savings and building and loan associations, credit unions and brokerage firms); deposit in and withdraw from and write checks on any such account; and, in general, exercise all powers with respect to such accounts which I could if present.

(u) To authorize and execute any Transfer on Death Instruments for Real Estate, including the revocation of any Transfer on Death Instruments

**(NOTE: Your agent will have authority to employ other persons as necessary to enable the agent to properly exercise the powers granted in this form, but your agent will have to make all discretionary decisions. If you want to give your agent the right to delegate discretionary decision-making powers to others, you should keep paragraph 4, otherwise it should be struck out.)**



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4. My 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.

**(NOTE: Your agent will be entitled to reimbursement for all reasonable expenses incurred in acting under this power of attorney. Strike out paragraph 5 if you do not want your agent to also be entitled to reasonable compensation for services as agent.)**

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

**(NOTE: This power of attorney may be amended or revoked by you at any time and in any manner. Absent amendment or revocation, the authority granted in this power of attorney will become effective at the time this power is signed and will continue until your death, unless a limitation on the beginning date or duration is made by initialing and completing one or both of paragraphs 6 and 7.)**

6. This power of attorney shall become effective upon its execution unless otherwise initialed and stated below.

( ) \_\_\_\_\_.

**(NOTE: Insert a future date or event during your lifetime, such as a court determination of your disability or a written determination by your physician that you are incapacitated, when you want this power to first take effect.)**

7. This power of attorney shall terminate on death, or written amendment or revocation unless otherwise initialed and stated below.

( ) \_\_\_\_\_.

**(NOTE: Insert a future date or event, such as a court determination that you are not under a legal disability or a written determination by your physician that you are not incapacitated, if you want this power to terminate prior to your death.)**

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**(NOTE: If you wish to name one or more successor agents, insert the name and address of each successor agent in paragraph 8.)**

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:

- (a) **MARIA KOT**, my spouse's sister;  
1623 North Oneida Lane, Mount Prospect, Illinois 60056
- (b) **IRENA PONIEWIERSKI**, my spouse's sister;  
114 Memory Lane, Lake Marian, Illinois 60110

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.

**(NOTE: If you wish to, you may name your agent as guardian of your estate if a court decides that one should be appointed. To do this, retain paragraph 9, and the court will appoint your agent if the court finds that this appointment will serve your best interests and welfare. Strike out paragraph 9 if you do not want your agent to act as guardian.)**

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

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

**(NOTE: This form does not authorize your agent 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.)**

11. The Notice to Agent is incorporated by reference and included as part of this form.



\_\_\_\_\_  
Principal

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**(NOTE: This power of attorney will not be effective unless it is signed by at least one witness and your signature is notarized, using the form below. The notary may not also sign as a witness.)**

The undersigned witness certifies that **ANDRAS RACE**, 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 notary public and acknowledged signing and delivering the instrument as the free and voluntary act of the principal, for the uses and purposes therein set forth. I believe him or her to be of sound mind and memory. The undersigned witness also certifies that the witness 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; or (d) an agent or successor agent under the foregoing power of attorney.

Dated: December 14, 2012

  
 Witness BRENDAN KRAHL

**(NOTE: Illinois requires only one witness, but other jurisdictions may require more than one witness. If you wish to have a second witness, have him or her certify and sign here:)**

(Second witness) The undersigned witness certifies that **ANDRAS RACE**, 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 notary public and acknowledged signing and delivering the instrument as the free and voluntary act of the principal, for the uses and purposes therein set forth. I believe him or her to be of sound mind and memory. The undersigned witness also certifies that the witness 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; or (d) an agent or successor agent under the foregoing power of attorney.

Dated: December 14, 2012

  
 Witness Maise Castaldi



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## **NOTICE TO AGENT**

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 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;

(4) attempt to preserve the principal's estate plan, to the extent actually known by the agent, if preserving the plan is consistent with the principal's best interest; and

(5) cooperate with a person who has authority to make health care decisions for the principal to carry out the principal's reasonable expectations to the extent actually in the principal's best interest.

As agent 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, your legal separation from the principal, or the dissolution of your marriage to the principal.

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## NOTICE TO AGENT CONTINUED..

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 whenever you act for the principal by writing or printing the name of the principal and signing your own name "as Agent" in the following manner:

**"ANDRAS RACE (Principal) by JANINA W. RACE as Agent"**

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 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.

The requirement of the signature of a witness in addition to the principal and the notary, imposed by Public Act 91-790, applies only to instruments executed on or after June 9, 2000 (the effective date of that Public Act).

**(NOTE: This amendatory Act of the 96th General Assembly deletes provisions that referred to the one required witness as an "additional witness", and it also provides for the signature of an optional "second witness".) (Source: P.A. 96-1195, eff. 7-1-11.)**

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Commitment No: 25089576

## LEGAL DESCRIPTION

### EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS AND IS DESCRIBED AS FOLLOWS:

ALL THAT PARCEL OF LAND IN COOK COUNTY, STATE OF ILLINOIS, AS DESCRIBED IN DEED DOC # 0610240079, ID# 03-27-100-022-1012, BEING KNOWN AND DESIGNATED AS:

PARCEL 1: UNIT 112 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COLONY COUNTRY APARTMENT HOMES CONDOMINIUM BUILDING NO. 1, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 22667207, AS AMENDED FROM TIME TO TIME, IN THE NORTHWEST ¼ OF SECTION 27 AND THE NORTHEAST ¼ OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN GRANT DATED JUNE 6, 1972 AND RECORDED JUNE 6, 1972 AS DOCUMENT 21927659, ALL IN COOK COUNTY, ILLINOIS.

MORE COMMONLY KNOWN AS 1400 N. YARMOUTH PL., UNIT 112, MOUNT PROSPECT, IL 60056.

Clerk of Cook County Clerk's Office