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This instrument prepared by
and please return to:

Polsinelli PC
161 N. Clark Street
Suite 4200
Chicago, IL 60601
Attention: Kathryn M. Stalmack, Esq.



1319644089

Doc#: 1319644089 Fee: \$112.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/15/2013 04:10 PM Pg: 1 of 15

HOME SALE PROCEEDS AGREEMENT/ASSIGNMENT

Address: 9146 W. Grand Avenue, Unit 2NE, Franklin Park, IL 60131

P.I.N.: 12-27-222-051-1005

Property of Cook County Clerk's Office

UNOFFICIAL COPY**HOME SALE PROCEEDS AGREEMENT/ASSIGNMENT****Property Address: 9146 W. Grand Ave. Unit 2NE, Franklin Park, IL 60131****Permanent Parcel Number: 12-27-222-051-1005**

THIS HOME SALE PROCEEDS AGREEMENT/ASSIGNMENT (the "Agreement") entered into as of the 28th day of June, 2013, by and between Central Baptist Village ("Central Baptist Village"), and Janet Halawith ("Resident's Representative, Individually and as Trustee of Trust").

RECITALS:

A. Whereas Resident acknowledges that he/she has entered into a Residency Agreement to reside in The Commons at Central Baptist Village, located at 4747 North Canfield Avenue, Norridge, Illinois 60706.

B. Whereas Resident acknowledges that the Agreement requires monthly payments to be made to Central Baptist Village in the amount of \$ 1,980/month + 2,000/month for services Resident receives as outlined in the Residency Agreement. Resident hereby acknowledges that he/she may incur additional expenses that are not included in the basic daily rate that Resident will be responsible for paying. Resident further acknowledges that he/she is able to pay up to \$1,000 per month from benefits Resident is currently receiving, but not the entire monthly fee.

C. Whereas Resident owns property located at 9146 W. Grand Ave., Unit 2NE, Franklin Park, IL 60131 (the "Property"). As of the date of this Agreement, the Property has not sold; however, Resident hereby represents and warrants that he/she shall actively market the Property for sale and shall use his/her good faith best efforts to sell the property in a diligent and timely manner for a fair market value sales price, and that said property must remain an active listing on the real estate market. Resident further represents that he/she owns the Property in its entirety, that he/she has not promised the proceeds from the sale of the Property to any third party, and that there are not any liens on the Property that would prevent the full amount owed to Central Baptist Village from being paid. Resident also represents that the Property is not being held in Trust and/or that the proceeds from the sale of said Property are not subject to distribution to other individuals upon its sale pursuant to any Trust or other legal document.

D. Whereas, Resident acknowledges that he/she has 90 days from 6/28/13 to sell the Property. If the Property is not sold on or before September 28, 2013 ("said date"), Resident must request an extension in writing for approval by Central Baptist Village, who in its sole discretion has the power to terminate this Agreement with Resident if property is not sold by said date.

E. Central Baptist Village is allowing Resident to move-in or remain in The Nursing Pavilion with the understanding that as soon as the Property has sold, the total amount due and

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owing to Central Baptist Village for the basic daily rate for services and any non-covered services rendered will be paid from the proceeds of the sale of the Property within five (5) business days upon receipt.

F. In no event will Central Baptist Village allow Resident's indebtedness to exceed \$100,000. Resident hereby acknowledges that if the outstanding amount owed by Resident exceeds \$100,000, Resident will be subject to immediate discharge from Central Baptist Village, and hereby waives any right to appeal said discharge pursuant to any State regulations or otherwise. Resident further acknowledges that said discharge does not release Resident from any obligation and/or liability to pay the outstanding amount owed by Resident, and that the terms of the Residency Agreement will dictate the collection of said charges;

G. As a condition of allowing the Resident to reside at Central Baptist Village and avoiding filing a complaint for breach of contract against Resident for the total amount due, Resident hereby agrees to assign all proceeds of the sale of the Property necessary to satisfy the total amount due and owing to Central Baptist Village exclusively;

H. Whereas Resident hereby agrees to pay a 12% annual interest rate on the outstanding balance due to Central Baptist Village;

I. Whereas Resident acknowledges that this Agreement is merely an addendum to the Residency Agreement, attached hereto as Exhibit A, and that all terms in said Residency Agreement shall stand, including but not limited to the Termination Provisions;

J. (OPTIONAL) Whereas Resident's Power of Attorney, Janet Halawith is also the Responsible Party to the Residency Agreement, attached hereto as Exhibit "A" between Central Baptist Village and Resident executed on 6/28/2013, and therefore, is personally liable for the total amount due and owing to Central Baptist Village at the time the property is sold. A copy of Resident's Financial Power of Attorney attached hereto as Exhibit "B".

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Recitals. The recitals made above are an integral part of this Agreement and are hereby incorporated herein and made a part hereof as though fully set forth in this Section.

2. Assignment. Resident hereby assigns, transfers, sets over and conveys all of his rights, title and interest in the proceeds from the sale of the Property to Central Baptist Village to be used to satisfy the outstanding balance due and owing to Central Baptist Village. (OPTIONAL) Janet Halawith hereby represents and warrants that he/she is Resident's Power of Attorney for property and has the authority to make this assignment on behalf of Resident, and that there is no other person who has an interest in this property.

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3. Expenses. Resident shall pay all reasonable costs and expenses, including reasonable attorneys' fees and expenses, incurred by Central Baptist Village in enforcing its rights under this Agreement.

4. Counterparts. This Agreement may be executed in two or more counterparts, whether by original, photocopy or facsimile, each of which shall have the same force and effect as the other(s), and all of which together shall constitute one and the same instrument.

5. Governing Law. This Agreement shall be governed by the laws of the State of Illinois.

6. Successors and Assigns; Entire Agreement. The provisions hereof shall inure to the benefit of and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto. This Agreement and the agreements referred to herein constitute the full and entire understanding and agreements between parties with regard to the subject matter hereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the date first written above.

James A. Halawit June 28, 2013
Responsible Family Member/Power of Attorney/Trustee of Trust Date

Central Baptist Village

By: *Lori Altman* 7/2/13
Print Name: Lori Altman Date
Title: CFo

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LEGAL DESCRIPTION

UNIT 2-NE TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN WILLOWS CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 22793491, IN THE FRACTIONAL SECTIONS 27 AND 34, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 9146 W. Grand Avenue, Unit 2NE, Franklin Park, IL 60131

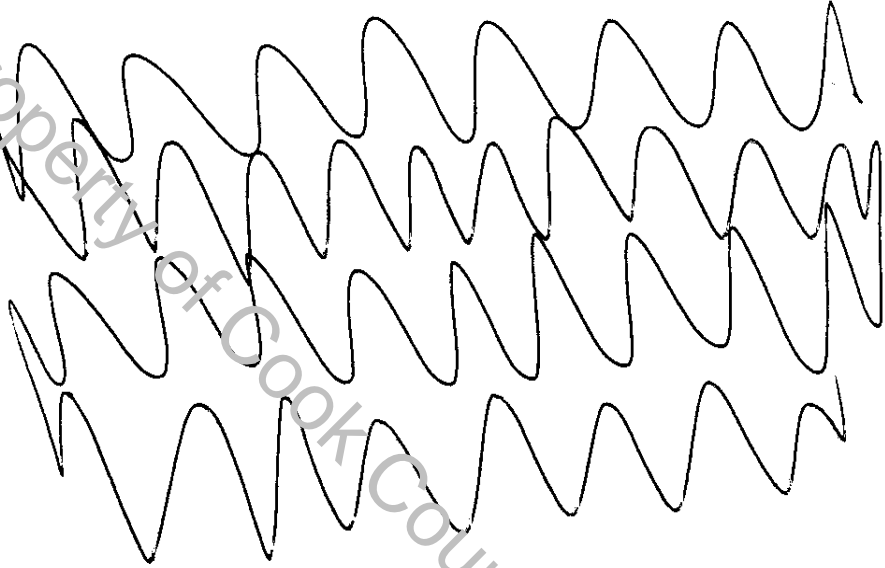
P.I.N.: 12-27-222-051-1005

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EXHIBIT "A" FINANCIAL POWER OF ATTORNEY FORM

Property of Cook County Clerk's Office



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ILLINOIS STATUTORY SHORT FORM POWER OF ATTORNEY FOR PROPERTY

1. I, **Josephine V. Gaber**
10448 W. Palmer
Melrose Park, IL 60164

hereby revoke all prior powers of attorney for property executed by me and appoint:

Janet E. Halawith
9146 W. Grand #2NE
Franklin Park, IL 60131

(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: _____

NO LIMITATIONS

(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.)

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.)

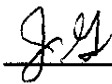
(NOTE: Your agent will have authority to employ other persons as necessary to enable the agent to properly exercise the powers granted in this form, but your agent will have to make all discretionary decisions. If you want to give your agent the right to delegate discretionary decision-making powers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

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.

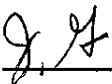
(NOTE: Your agent will be entitled to reimbursement for all reasonable expenses incurred in acting under this power of attorney. Strike out paragraph 5 if you do not want your agent to also be entitled to reasonable compensation for services as agent.)

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 execution of this document.

(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 upon my death.

(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:

Barbara L. Handley
2940 Baldwin Lane
Lake in the Hills, IL 60156

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.

Dated: 6-19, 2012

Josephine Gaber
Josephine V. Gaber

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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 **Josephine V. Gaber** 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: June 19, 2012, 2012

Jennifer M. Foley
Witness

(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 **Josephine V. Gaber** 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: _____, 2012

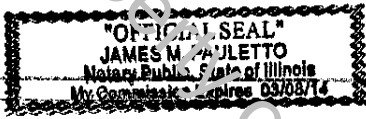
Witness

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State of Illinois)
County of Cook)^{SS}

The undersigned, a notary public in and for the above county and state, certifies that **Josephine V. Gaber** 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 witness(es) James Foley (and _____) 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: 6/19/12, 2012



[Signature]
Notary Public
My commission expires _____

(NOTE: You may, but are not required to, request your agent and successor agents to provide specimen signatures below. If you include specimen signatures in this power of attorney, you must complete the certification opposite the signatures of the agents.)

Specimen signatures of my agent
(and successors)

I certify that the signatures of my agent
(and successors) are genuine

[Signature]
(Agent)

[Signature]
(Principal)

(Successor Agent)

(Principal)

(Successor Agent)

(Principal)

(NOTE: The name, address, and phone number of the person preparing this form or who assisted the principal in completing this form should be inserted below.)

This Instrument Was Prepared By:
James M. Pauletto, Atty. At Law
220 East North Avenue ♦ Northlake, IL 60164
708-531-0101 ♦ 708-531-0591 Fax

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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.

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:

"(Principal's Name) by (Your Name) 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.

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AGENT'S CERTIFICATION AND ACCEPTANCE OF AUTHORITY

I, **Janet E. Halawith**, certify that the attached is a true copy of a Power of Attorney naming the undersigned as Agent or Successor Agent for **Josephine V. Gaber**.

I certify that to the best of my knowledge the principal had the capacity to execute the Power of Attorney, is alive, and has not revoked the Power of Attorney; that my powers as Agent have not been altered or terminated; and that the Power of Attorney remains in full force and effect.

I accept appointment as Agent under this Power of Attorney.

This certification and acceptance is made under penalty of perjury.*

Dated: _____

Janet E. Halawith

Agent's Address

**(NOTE: Perjury is defined in Section 32-2 of the Criminal Code of 1961, and is a Class 3 felony.)*

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SUCCESSOR AGENT'S CERTIFICATION AND ACCEPTANCE OF AUTHORITY

I certify that the attached is a true copy of a Power of Attorney naming the undersigned as Agent or Successor Agent for **Josephine V. Gaber**.

I certify that to the best of my knowledge the principal had the capacity to execute the Power of Attorney, is alive, and has not revoked the Power of Attorney; that my powers as Agent have not been altered or terminated; and that the Power of Attorney remains in full force and effect.

I certify that to the best of my knowledge, _____ (insert name of unavailable agent) is unavailable due to _____ (specify death, resignation, absence, illness, or other temporary incapacity).

I accept appointment as Agent under this Power of Attorney.

This certification and acceptance is made under penalty of perjury.*

Dated: _____

Agent's Signature

Print Agent's Name

Agent's Address

***(NOTE: Perjury is defined in Section 32-2 of the Criminal Code of 1961, and is a Class 3 felony.)**