### **UNOFFICIAL COPY**



Doc#: 1332656026 Fee: \$50.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A.Yarbrough

Cook County Recorder of Deeds Date: 11/22/2013 01:50 PM Pg: 1 of 7

#### **Power of Attorney**

File #:

Address:

Maywood, IL 60153

Pin #: 15-10-313-002-0000

Legal Description:

H COUNTY LOT 20 IN BLOCK 20 IN THE SUBDIVISION OF BLOCKS 19 AND 20 IN THE PROVISO LAND ASSOCIATION'S ADDITION TO MAYWOOD IN SECTION 10, TO VINSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, V'LINOIS

AFTER RECORDING, MAIL TO: SATURN TITLE, LLC 1030 W. HIGGINS RD. SUITE 365 PARK RIDGE, IL 60068

1332656026 Page: 2 of 7

#### UNOFFICIAL COPY

# GENERAL DURABLE POWER OF ATTORNEY OF JANET BENJAMIN

KNOW ALL MEN BY THESE PRESENTS: That I, JANET BENJAMIN, with DOB of June 20, 1943, referred to herein as Principal, residing at 4517 Dalmahoy Court, Apartment #102, Fort Myers Florida 33916, appoint either my niece, TELISSA K. LINDSEY, ESQUIRE, residing at 11622 Stevens Road, Philadelphia, Pennsylvania 19116, or my sister-in-law, DORIS A. LANE, residing at 2441 Madrid Drive, Augusta, Georgia 30906, or either of them individual to act as my attorney-in-fact and my agent (hereinafter called "Agent") in my name and for my benefit:

#### INITIAI.

- A Real property transactions. To lease, sell, mortgage, purchase, exchange, and acquire, and to agree, bargain, and contract for the lease, sale, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any interest in real property whatsoever, on such terms and conditions, and under such covenants, as my Agent shall deem proper; and to maintain, repair, tear down, alter, rebuild, improve manage, insure, move, rent, lease, sell, convey, subject to liens, mortgages, and security deeds, and in any way or manner deal with all or any part of any interest in real property whatsoever, including specifically, but without limitation, real property lying and being situated in any applicable state, under such terms and conditions, and under such covenants, as my Agent thall deem proper and may for all deferred payments accept purchase money notes payable to me and secured by mortgages or deeds to secure debt, and may from time to time collect and cancel any of said notes, mortgages, security interests, or deeds to secure debt.
- Exchange, and acquire, and to agree, bargain, and contract for the lease, sale, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any personal property whatsoever, tangible or intangible, or interest thereto, on such terms and conditions, and under such covenants, as my Agent shall deem proper; and to maintain, repair, improve, manage, insure, rent, lease, sell, convey, subject to liens or mortgages, or to take any other secrety interests in said property which are recognized under the Uniform Commercial Code as accopted at that time under the laws of any applicable state, or otherwise hypothecate (pledge), and in any way or manner deal with all or any part of any real or personal property whatsoever, tangible or intangible, or any interest therein, that I own at the time of execution or may thereafter acquire, under such terms and conditions, and under such covenants, as my Agent shall deem proper.
- redeem, vote at any meeting, or otherwise transfer any and all shares of stock, bonds, or other securities in any business, association, corporation, partnership, or other legal entity, whether private or public, now or hereafter belonging to me.
- business which term includes, without limitation, any farming, manufacturing, service, mining, retailing or other type of business operation in any form, whether as a proprietorship, joint venture, partnership, corporation, trust or other legal entity; operate, buy, sell, expand, contract, terminate or liquidate any business; direct, control, supervise, manage or participate in the operation of any business and engage, compensate and discharge business managers, employees, agents, attorneys, accountants and consultants; and, in general, exercise all powers with respect to

1332656026 Page: 3 of 7

#### **UNOFFICIAL COPY**

business interests and operations which the principal could if present and under no disability.

- endorse, execute, acknowledge, deliver and possess checks, drafts, bills of exchange, letters of credit, notes, stock certificates, withdrawal receipts and deposit instruments relating to accounts or deposits in, or certificates of deposit of banks, savings and loans, credit unions, or other institutions or associations. To pay all sums of money, at any time or times, that may hereafter be owing by me upon any account, bill of exchange, check, draft, purchase, contract, note, or trade acceptance made, executed, endorsed, accepted, and delivered by me or for me in my name, by my Agent. To borrow from time to time such sums of money as my Agent may deem proper and execute promissory notes, security deeds or agreements, financing statements, or other security instruments in such form as the lender may request and renew said notes and security instruments from time to time in whole or in part. To have free access at any time or times to any safe deposit box or vanile to which I might have access.
- (F) Business operating transactions. To conduct, engage in, and otherwise transact the affairs of any and all lawful business ventures of whatever nature or kind that I may now or hereafter be involved in.
- right, or obligation, in regard to any contract of life, accident, health, disability, liability, or other type of insurance or any combination of insurance; and to procure new or additional contracts of insurance for me and to designate the ber efficiary of same; provided, however, that my Agent cannot designate himself or herself as beneficiary of any such insurance contracts.
- release, reject, renounce, assign, disclaim, demand, sue for, claim and recover any legacy, bequest, devise, gift or other property interest or payment are or payable to or for the principal; assert any interest in and exercise any power over any trust, estate or property subject to fiduciary control; establish a revocable trust solely for the benefit of the principal that terminates at the death of the principal and is then distributable to the legal representative of the estate of the principal; and, in general, exercise all powers with respect to estates and trusts which the principal could exercise if present and under no disability; provided, however, that the Agent may not make or change a will and may not revoke or amend a trust revocable or then dable by the principal or require the trustee of any trust for the benefit of the principal to pay income or principal to the Agent unless specific authority to that end is given.
- or other legal proceedings touching my property, real or personal, or any part thereof, or touching any matter in which I or my property, real or personal, may be in any way concerned. To defend, settle, adjust, make allowances, compound, submit to arbitration, and compromise all accounts, reckonings, claims, and demands whatsoever that now are, or hereafter shall be, pending between me and any person, firm, corporation, or other legal entity, in such manner and in all respects as my Agent shall deem proper.
- (J) Personal and family maintenance. To hire accountants, attorneys at law, consultants, clerks, physicians, nurses, agents, servants, workmen, and others and to remove them, and to appoint others in their place, and to pay and allow the persons so employed such salaries, wages, or other remunerations, as my Agent shall deem proper.

1332656026 Page: 4 of 7

#### **UNOFFICIAL COPY**

- programs, or military service. To prepare, sign and file any claim or application for Social Security, unemployment or military service benefits; sue for, settle or abandon any claims to any benefit or assistance under any federal, state, local or foreign statute or regulation; control, deposit to any account, collect, receipt for, and take title to and hold all benefits under any Social Security, unemployment, military service or other state, federal, local or foreign statute or regulation; and, in general, exercise all powers with respect to Social Security, unemployment, military service, and governmental benefits, including but not limited to Medicare and Medicaid, which the principal could exercise if present and under no disability.
- (L) Retirement plan transactions. To contribute to, withdraw from and deposit funds in any type of retirement plan (which term includes, without limitation, any tax qualified or nonqualified pension, profit sharing, stock bonus, employee savings and other retirement plan, individual retirement account, deferred compensation plan and any other type of employee benefit plan); select and change payment options for the principal under any retirement plan; make rollover contributions from any retirement plan to other retirement plans or individual retirement account; exercise all investment powers available under any type of self-directed retirement plan; and, in general, exercise all powers with respect to retirement plans and retirement plan account belarces which the principal could if present and under no disability.
- security, unemployment insurance, and informational returns required by the laws of the United States, or of any state or subdivision thereof, or of any foreign government; to prepare, to execute, and to file all other papers and instruments which the Agent shall think to be desirable or necessary for safeguarding of me against excess or illegal taxation or against penalties imposed for claimed violation of any law or other governmental regulation; and to pay, to compromise, or to contest or to apply for refunds in connection with any taxes or assessments for which I am or may be liable.

(N) ALL OF THE POWERS LISTED ABOVE.

SPECIAL INSTRUCTIONS: None.

THIS POWER OF ATTORNEY IS EFFECTIVE IMMEDIATELY AND WILL CONTINUE UNTIL IT IS REVOKED.

THIS POWER OF ATTORNEY SHALL BE CONSTRUED AS A GENERAL DURAFLE POWER OF ATTORNEY AND SHALL CONTINUE TO BE EFFECTIVE EVEN IF I BECOME DISABLED, INCAPACITATED, OR INCOMPETENT.

Authority to Delegate. 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.

Choice of Law. THIS POWER OF ATTORNEY WILL BE GOVERNED BY THE LAWS OF THE STATE OF FLORIDA WITHOUT REGARD FOR CONFLICTS OF LAWS PRINCIPLES. THE STATE OF RESIDENCE OF THE PRINICIPAL IS THE STATE OF FLORIDA AND THIS GENERAL DURABLE POWER OF ATTORNEY IS INTENDED TO

1332656026 Page: 5 of 7

### **UNOFFICIAL COPY**

BE VALID IN ALL JURISDICTIONS OF THE UNITED STATES OF AMERICA AND ALL FOREIGN NATIONS.

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.

I agree that any third party who receives a copy of this document may act under it. Revocation of the power of attorney is not effective as to a third party until the third party learns of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney.

Signed his 20 day of April, 20/3

JANET BENJAMIN PRINCIPAL

SOCIAL SECURITY NUMBER: 254-60-5886

CERTIFICATE OF ACK! SWLEDGMENT OF NOTARY PUBLIC

STATE OF GEORGIA
COUNTY OF A CONTROL

This document was acknowledged before me on 4/30/3

by, <u>JANET</u>

BENJAMIN, Principal.

[Notary Seal, if any]:

SSILE ON STANDON

(Signature of Notarial Officer)

Notary Public for the State of GEORGIA

My commission expires:

2106,86 and

1332656026 Page: 6 of 7

# **UNOFFICIAL COPY**

#### ACKNOWLEDGMENT OF AGENT

BY ACCEPTING OR ACTING UNDER THE APPOINTMENT, THE AGENT ASSUMES THE
FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN AGENT.
Velissa X
TELISSA K. LINDSEY, ESQUIRE, Agent (Attorney-In-Fact)
CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC
STATE OF NEW, JERSEY
COUNTY OF Wirlington Country
This document was acknowledged before me on 4/17/13 by,
TELISSA K. LINDSEY, ESQUIRE, Agent.
[Notary Seal, if any]:
(Signaine of Notarial Officer)
(Signature of Hotaliai Office)
Notary Public for the State of New Jersey
My commission expires:
CAROL PERSICKETTI  ID # 2418852 NOTARY PUBLIC STATE OF NEW JERSEY My Commission Expires March 18, 2017
2

1332656026 Page: 7 of 7

## **UNOFFICIAL COPY**

#### ACKNOWLEDGMENT OF AGENT

BY ACCEPTING OR ACTING UNDER THE APPOINTMENT, THE AGENT ASSUMES THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN AGENT.

DORIS A. LANE, Agent (Attorney-In-Fact)

#### CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

STATE OF GLORGIA COUNTY OF

This document was acknowledged before me on \_

4/20/13

by, DORIS

A. LANE, Agent.

[Notary Seal, if any]:

ALON SS MUSS WILL SS MUSS WILL SS MUSS WILL ST WILL ST

(Signature of Notarial Officer)

Notary Public for the State of GEORGIA

My commission expires.

June 28 2016