

RETURN TO

Return To:
First Title & Escrow
7361 Calhoun PL, STE 200
Rockville, MD 20855

FILE T-111834-13

PREPARED BY
Supaporn Sabgranon
6150 North Kenmore Ave
9A
Chicago IL 60660

PA address : 6150 North Kenmore Ave
9A
Chicago, IL 60660

POWER OF ATTORNEY

RECORDING COVER SHEET

Agent Address:
6150 North kenmore Ave
9A
Chicago, IL 60660

Principal Address:
6150 North kenmore Ave
9A
Chicago, IL 60660

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NOTICE TO THE INDIVIDUAL SIGNING THE ILLINOIS STATUTORY 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.

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: SS

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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: "Supaporn Subgranon by Tasanee Subgranon 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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PERSONAL FINANCIAL POWER OF ATTORNEY

I, SUPAPORN SABGRANON, execute this Durable Power of Attorney with the intention that my Agents will be able to act in my place in all matters.

ARTICLE 1: Designation of Agents.

I appoint my sister, TASANEE SUBGRANON, to act as my Agent for me, in my name, and in my place. If she is for any reason unavailable, or fails to act or continue as my Agent, I appoint my sister, Suchada Subgranon, as my Agent. Any person to whom this durable power of attorney is presented may rely upon a certificate by my designated successor Agent that the initial Agent is unable or unwilling to serve as my Agent.

ARTICLE 2: Grant of General Authority.

I give my Agent the fullest possible powers I am capable of granting so that my Agent will have complete authority to manage and control all my property as if I were personally present and acting in my own behalf, in addition to, and not in limitation of, the powers granted under the Illinois Power of Attorney Act, Smith-Hurd Illinois Compiled Statutes Annotated, Power of Attorney for Property, §2-1 *et seq.* (the "Act"), my Agent has the following powers:

- 2.1. *Real Property.* My 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. Real property includes but is not limited to my property located at 6150 N. KENMORE AVE UNIT 9A, CHICAGO, IL 60660, and further identified as SS.
- 2.2. *Stocks and Bonds; Investment Powers.* To invest funds as I have directed, or if no direction has been given, consistent with the standards for prudent investors. To buy, sell, and exchange stocks and bonds and any tangible or intangible personal property that I now own or may own in the future, upon such terms as my Agent deems advisable. To receive certificates or other evidence of ownership. To exercise voting rights with respect to stocks and bonds in person or by proxy. To retain any asset regardless of any lack of diversification, risk, or nonproductivity, for such time as my Agent deems best.
- 2.3. *Banks and Other Financial Institutions.* I authorize my Agent to (i) continue, modify, transact all business in connection with and terminate an account or other banking arrangement made by me on my behalf; (ii) establish, modify, transact all business in connection with and terminate an account or other banking arrangement with a bank, trust company, savings and loan association, credit union, brokerage firm, or other financial institution selected by my Agent; (iii) contract for services available from a financial

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institution, including renting a safe deposit box; (iv) deposit or withdraw my money or property, by check, money order, electronic funds transfer, or otherwise, with or from a financial institution; (v) receive statements of account, notices, and similar documents from a financial institution; (vi) enter a safe deposit box or vault and withdraw or add to the contents; (vii) make, assign, draw, endorse, discount, guarantee, and negotiate promissory notes, checks, drafts, and other negotiable or nonnegotiable paper, transfer money, receive the cash or other proceeds of those transactions; and (viii) apply for, receive, and use credit cards and debit cards, and electronic transaction authorizations from a financial institution. This authorization shall also apply to any Totten Trust, Payable on Death Account, or comparable trust account arrangement where the terms of such trust are contained entirely on the financial institution's signature card, insofar as an agent shall be permitted to withdraw income or principal from such account, unless this authorization is expressly limited or withheld under paragraph 2 of the form prescribed under Section 3-3.

- 2.4. *Insurance.* To purchase, maintain, surrender, collect, or cancel (a) life insurance on my life or the life of anyone in whom I have an insurable interest; (b) liability insurance insuring me and my property against third party claims, loss or damage due to fire, theft, or other commonly insured risk; (c) long-term care insurance; and (d) health insurance for me.
- 2.5. *Claims and Litigation; Legal Proceedings.* To pay, contest, or compromise claims. To prosecute, defend, settle or otherwise participate in or dispose of all actions or other legal proceedings involving any matter in which I or my property may be in any way concerned.
- 2.6. *Government Benefits; Social Security.* To enroll in, apply for, select, reject, change, amend, or discontinue, on my behalf, a benefit or program. To prepare, file, and maintain a claim for a benefit or assistance, financial or otherwise, to which I may be entitled under a statute or regulation. To initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation concerning a benefit or assistance I may be entitled to receive. To receive the financial proceeds of a claim described above and conserve, invest, disburse, or use for a lawful purpose anything so received. For purposes of receiving social security benefits, I appoint my Agent my "Representative Payee."
- 2.7. *Retirement Benefits.* With respect to any retirement accounts or annuities in my name, to select the form and timing of payments, and withdraw benefits from the account or plan; make a rollover, including a direct trustee-to-trustee rollover, of benefits from one retirement plan to another; exercise investment powers available under a retirement plan; borrow from, sell assets to, or purchase assets from a retirement plan.
- 2.8. *Taxes.* To prepare, execute, and file for me in my name, for any taxable year, income tax returns, declarations of estimated tax, claims for refund, requests for extensions of time, consents or protests, waivers, and associated instruments of any kind or nature, including Form 2848 or other power of attorney prescribed by any other tax authority or agency.
- 2.9. *Consultants and Agents.* To employ persons, including attorneys, accountants, investment advisors, and brokers, to advise and assist my Agent in the performance of any duty or power granted in this Power of Attorney, and to do so without liability for neglect,

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misconduct, or default of any such agent or professional.

- 2.10. *Revocable Trusts.* To create an *intervivos* revocable trust in my name for my benefit as grantor, with such trustee or trustees as my Agent selects. To transfer any of my assets to any revocable trust in my name.
- 2.11. *Borrow and Lend.* My Agent is authorized to: borrow money; mortgage or pledge any real estate or tangible or intangible personal property as security for such purposes; sign, renew, extend, pay and satisfy any notes or other forms of obligation; and, in general, exercise all powers with respect to secured and unsecured borrowing which the principal could if present and under no disability.
- 2.13. *Vehicles.* To renew the registration for any motor vehicle I own; to sell any such vehicle, transfer the registration and convey title to the purchaser.
- 2.13. *Business Interests.* To continue to hold, or to invest in, any business I own, including partnership interests, interests in limited liability companies, and shares in closely held corporations. To operate or to sell or liquidate them as my Agent considers advisable; to perform all acts and employ all personnel my Agent determines to be proper in the conduct of the business, without liability for any resultant loss.
- 2.14. *Living Arrangements.* To make living arrangements for me. To arrange for admission to any institution or outpatient program on the advice of my attending physician and health care agent.
- 2.15. *Support.* To incur expenses for my benefit and pay such expenses from my assets.

ARTICLE 3: Care of My Person.

I have executed a separate Advanced Medical Directive and Durable Power of Attorney for Health Care. I direct my Agent to reimburse my health care agent for all expenses, including travel expenses, that my health care agent incurs in exercising her power.

ARTICLE 4: Duties of Agent.

My Agent shall act in accordance with the standards set forth in §2-7 of the Act, including keeping accurate records concerning each transaction occurring under this Power of Attorney. My Agent shall, upon request, furnish an account to me or my designee, or as required under the Act.

ARTICLE 5: Actions of My Agents.

- 5.1. *Exoneration and Ratification.* I ratify and confirm all actions my Agent performs on my behalf, and I exonerate my Agent from liability for everything as long as she has acted in good faith and with reasonable diligence.
- 5.2. *Reliance.* Any person or institution may act in reliance upon any representations my

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Agent may make as to (a) the fact that my Agent's powers are then in effect and this Power has not been revoked, (b) the scope of my Agent's authority under this Power of Attorney, or (c) my competency at the time I executed this Power of Attorney. No person or institution will incur any liability to me, my estate, my heirs or assigns for permitting my Agent to exercise any such authority in reliance upon such representations. No person or institution who deals with my Agent is responsible to determine or ensure the proper application of funds or property.

ARTICLE 6: Authorization to Release Information; HIPAA.

- 6.1. *Information; Communications.* I authorize all persons from whom my Agent may request information regarding me, or my personal or financial affairs, to provide such information to my Agents without limitation and I release such persons from any legal liability whatsoever to me, my estate, my heirs and assigns for complying with my Agent's requests. My Agent has authority to access communications intended for me, and communicate on my behalf, whether by mail, electronic transmission, telephone, or other means.
- 6.2. *HIPAA.* I appoint my Agent as my personal representatives in accordance with the Health Insurance Portability and Accountability Act, §§1171 through 1179 of the Social Security Act, 42 U.S.C. § 1320D, and applicable regulations in making decisions related to the past, present, or future payment for the provision of health care consented to by myself or anyone authorized under my Health Care Power of Attorney or Maryland law to consent to health care on my behalf. My Agent may sign, as my personal representatives, any release forms or other HIPAA-related materials.

ARTICLE 7: Photocopies.

Pursuant to §2-8 of the Act, I authorize the use of a photocopy or an electronically transmitted copy of this Durable Power of Attorney, which shall have the same effect as the original.

ARTICLE 8: Durability.

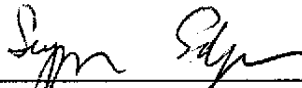
This Power of Attorney is effective upon execution and will not be affected or terminated by any subsequent disability or incapacity of mine, or lapse of time. This Power will remain in effect until terminated by me by written notice.

ARTICLE 9: Designation of Guardian

It is my intention that this Durable Power of Attorney will permit my Agent to act on my behalf. I request that no guardianship proceeding for my property be instituted if I become disabled. If it becomes necessary for any court to appoint a guardian for my property, I direct that my Agent serve as such guardian, without bond.

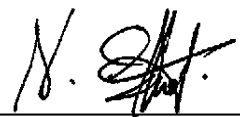
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I have executed this Power of Attorney this 6th day of September, 2012.



SUPAPORN SABGRANON

The undersigned witness certifies that Supaporn Subgranon, 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 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.



Witness

County of Cook
State of IL, ss:

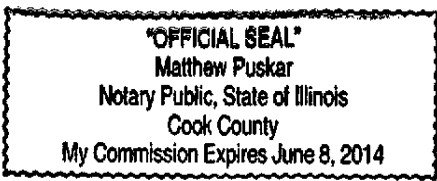
The undersigned, a notary public in and for the above county and state, certifies that Supaporn Subgranon known to me to be the same person whose name is subscribed as principal to the foregoing power of attorney, appeared before me and the witness Nisaborn Suntornsarator in person and acknowledged signing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

Dated: 9-6-12

My commission expires 6-8-14



Notary Public



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LEGAL DESCRIPTION

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF COOK IN THE STATE OF ILLINOIS TO WIT:

UNIT 9A AND PARKING SPACE P-2, IN BRANDON SHORES CONDOMINIUM OF LOTS 5 AND 6 IN BLOCK 11 IN COCHRAN'S SECOND ADDITION TO EDGEWATER IN THE EAST FRACTIONAL 1/2 OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED FEBRUARY 3, 1997 AS DOCUMENT NUMBER 97074410 TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS APPURTENANT TO SAID UNIT, AS SET FORTH IN SAID DECLARATION

THE TENANT OF UNIT 9A HAS WAIVED OR HAS FAILED TO EXERCISE THE RIGHT OF FIRST REFUSAL.

GRANTOR ALSO HEREBY GRANTS TO THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENT FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE DECLARATION OF CONDOMINIUM, AFORESAID, AND GRANTOR RESERVES TO ITSELF, ITS SUCCESSORS AND ASSIGNS, THE RIGHTS AND EASEMENTS SET FORTH IN SAID FOR THE BENEFIT OF THE REMAINING PROPERTY DESCRIBED THEREIN.

PARCEL ID: 14-05-209-027-1029 (UNIT 9A) AND 14-05-209-027-1050 (PARKING SPACE P-2)

Being the same property as transferred by Warranty Deed on 12/15/1997 and recorded 12/19/1997 from EMMALEX, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY to SUPAPORN SUBGRANON and TASANEE SUBGRANON, Joint Tenants, recorded in Document Number 97951062