

# UNOFFICIAL COPY

Doc#: 1522555080 Fee: \$70.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 08/13/2015 09:37 AM Pg: 1 of 12

**True and Certified**

**DURABLE POWER OF ATTORNEY  
OF  
PATRICK J. MCCORMACK**

Property of Cook County Clerk's Office

Andrew W. Levenfeld  
Andrew W. Levenfeld and Associates, Ltd.  
221 N. LaSalle St., 28th Floor  
Chicago, Illinois 60601

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## DURABLE POWER OF ATTORNEY OF PATRICK J. MCCORMACK

**Introductory Provision.** I, PATRICK J. MCCORMACK, as principal (the "Principal") have this day appointed ANN MCCORMACK to serve as my agent ("Agent") and to exercise the powers and discretions set forth below. In addition, to provide for succession in the event that my Agent cannot serve or continue to serve, I appoint the following persons to serve as consecutive alternates to my Agent named above and who shall serve in the order specified below:

First Alternate      JOHN MCCORMACK  
Second Alternate    PATRICIA MORIARTY

If any Alternate Agent shall be unable or unwilling or unavailable to serve or to continue to serve as my Agent, the next Alternate Agent named above shall serve as my Agent.

**No Person Under Age 18 May Serve as Agent.** Notwithstanding any provision herein to the contrary, no person named as Agent herein may serve until such person has attained the age of Eighteen (18).

**Statement of Intent to Create Durable Power of Attorney Under State Statute.** By this instrument I intend to create a Durable Power of Attorney under Illinois law.

### ARTICLE I

#### ASSET POWERS

**Power to Fund Trusts Created by the Principal.** My Agent is authorized in my Agent's sole and absolute discretion from time to time and at any time, to transfer from time to time and at any time to the trustee or trustees of any revocable trust agreement created by me before or after the execution of this instrument, as to which trust I am, during my lifetime, a primary income and principal beneficiary, any and all of my cash, property or interests in property, including any rights to receive income from any source; and for this purpose to enter and remove from any safe-deposit box of mine (whether the box is registered in my name alone or jointly with one or more other persons) any of my cash or property and to execute such instruments, documents and papers to effect the transfers described herein as may be necessary, appropriate, incidental or convenient; to make such transfers absolutely in fee simple or for my lifetime only with the remainder or reversion (of the property so transferred) remaining in me so that such property will be disposed of at my death by my will or by the intestacy laws of the state in which I shall die a resident.

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## ARTICLE II

### INCIDENTAL POWERS

**Introduction.** In connection with the exercise of the powers and discretions herein described, my Agent is fully authorized and empowered to perform any acts and things and to execute and deliver any documents, instruments, affidavits, certificates, and papers necessary or appropriate, to such exercise or exercises, including without limitation the following:

**(1) Resort to Courts.** To seek on my behalf and at my expense:

(a) a declaratory judgment from any court of competent jurisdiction interpreting the validity of this instrument and any of the acts authorized by this instrument, but such declaratory judgment shall not be necessary in order for my Agent to perform any act authorized by this instrument;

(b) a mandatory injunction requiring compliance with my Agent's instructions by any person, organization, corporation, or other entity obligated to comply with instructions given by me;

(c) actual and punitive damages and the recoverable costs, fees and expenses of such litigation, against any person, organization, corporation or other entity obligated to comply with instructions given by me who negligently or willfully fails or refuses to follow such instructions.

**(2) Hire and Fire - All Personnel.** To employ, compensate and discharge such domestic, health care and professional personnel including lawyers, accountants, doctors, nurses, brokers, financial consultants, advisors, consultants, companions, servants and employees as my Agent deems appropriate

**(3) Sign Documents and Incur Costs in Implementing the Agent's Instructions.** To sign, execute, endorse, seal, acknowledge, deliver and file or record instruments and documents, including but not limited to contracts, agreements and conveyances of real and personal property, instruments granting and perfecting security instruments and obligations, orders for the payment of money, receipts, releases, waivers, elections, vouchers, consents, satisfactions and certificates. In addition, any Agent of mine who has the authority to incur costs on my behalf may render the bills for such costs to any Agent of mine who has been granted the authority to pay such costs or to any trustee of any revocable living trust of mine, or guardian, committee or conservator who has authority to pay such costs I request that costs be paid promptly. Any recipient thereof (i.e. my Agent with authority to pay or my trustee) shall promptly pay such costs.

## ARTICLE III

### THIRD PARTY RELIANCE

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**Introduction.** For the purpose of inducing all persons, organizations, corporations and entities, including but not limited to any bank, broker, custodian, insurer, lender, transfer agent, taxing authority, governmental agency, or other party, all of whom will be referred to in this article as a "Person", to act in accordance with the instructions of my Agent as authorized in this instrument with respect to my property matters, I hereby represent, warrant and agree that:

**(1) Third Party Liability for Revocation and Amendments.** If this instrument is revoked or amended for any reason, I, my estate, and my personal representative will hold any person, organization, corporation or entity, hereinafter referred to in the aggregate as "Person", harmless from any loss suffered, or liability incurred by such Person in acting in accordance with the instructions of my Agent acting under this instrument prior to the receipt by such Person of actual written notice of any such revocation or amendment.

**(2) Agent Has Power to Act Alone.** The powers conferred on my Agent by this instrument may be exercised by my Agent alone and my Agent's signature or act under the authority granted in this instrument may be accepted by persons as fully authorized by me and with the same force and effect as if I were personally present, competent, and acting on my own behalf. Consequently, all acts lawfully done by my Agent hereunder are done with my consent and shall have the same validity and effect as if I were personally present and personally exercised the powers myself, and shall inure to the benefit of and bind me and my estate and my personal representative.

**(3) No Liability to Third Parties for Reliance on Agent.** No Person who relies in good faith on the authority of my Agent under this instrument shall incur any liability to me, my estate or my personal representative. In addition, no Person who acts in reliance on any representations my Agent may make as to (a) the fact that my Agent's powers are then in effect, (b) the scope of my Agent's authority granted under this instrument, (c) my competency at the time this instrument is executed, (d) the fact that this instrument has not been revoked or amended, or (e) the fact that my Agent continues to serve as my Agent shall incur any liability to me, my estate or my personal representative for permitting my Agent to exercise any such authority, nor shall any Person who deals with my Agent be responsible to determine or insure the proper application of funds or property by my Agent. Any party dealing with any Person named as Agent (including any Person named as an Alternate Agent hereunder) may rely on as conclusively correct an affidavit or certificate of such Agent that (i) my Agent's powers are then in effect, (ii) the action my Agent desires to take is within the scope of my Agent's authority granted under this instrument, (iii) I was competent at the time this instrument was executed, (iv) this instrument has not been revoked, and/or (v) my Agent continues to serve as my Agent.

**(4) When Less Than the Required Number of Agents May Act.** If this instrument appoints more than one person to act concurrently as my Agent, and under the terms of this instrument such persons may act only by the consent of all or by the consent of a specified number of such Agents, then:

- (a) on the death of one or more of such Agents, or

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- (b) on the legal and/or mental incapacity of one or more of such Agents (in the opinion and judgment of my remaining Agents, supported by the written opinion of a physician licensed to practice in any state of the United States); or
- (c) if the consent of the required number of Agents cannot readily be obtained within the time reasonably available for emergency action or other action necessary to implement the purposes of this instrument,

actions taken with the consent of less than all or less than the specified number of the surviving Agents, as the case may be, shall be valid and enforceable acts under this instrument. Any party dealing with any person named as Agent, including any person named as an Alternate Agent hereunder, may rely conclusively on an affidavit or certificate under penalty of perjury of such Agent that if the consent of any other person or persons named as Agent herein is required in order for affiant or declarant to act, that:

- (i) affiant or declarant has been given the requisite number of such consents and such consents continue to be effective, or

- (ii) because of the death, legal or mental incapacity of one or more such other Agents, affiant or declarant either may act alone or has the consent of those Agents as are not deceased or legally or mentally incapacitated, or

- (iii) the consent of other Agents is not required if such consent cannot be readily obtained within the time reasonably available for emergency action or other action necessary to implement the purposes of this instrument.

**(5) Alternate Agent May Give Affidavit or Certificate That He or She Currently Serves.** Any party dealing with any person named as Alternate Agent hereunder may rely on as conclusively correct an affidavit or certificate under penalties of perjury of such Alternate Agent that those persons named as prior Agents are no longer serving.

**(6) Authorization to Release Information to Agent.** All Persons from whom my Agent may request information regarding me, my personal or financial affairs or any information which I am entitled to receive are hereby authorized to provide such information to my Agent without limitation and are released from any legal liability whatsoever to me, my estate or my personal representative for complying with my Agent's requests.

## ARTICLE IV

### DURABILITY PROVISION

**Immediate Power, Operative on Incapacity as Defined in Power.** This power of attorney shall not be affected by my subsequent disability or incapacity. My Agent shall have no authority under this instrument unless (1) I am deemed to be incapacitated as defined herein or (2) I have executed a certificate that from and after the date of execution thereof my Agent is

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fully authorized to act under this instrument. My incapacity shall be deemed to exist when my incapacity has been declared by a court of competent jurisdiction or when a conservator or guardian for me has been appointed and is based on my incapacity or on presentation to my Agent of a certificate executed by two licensed physicians, which opinion of such physicians states I am incapable of caring for myself and am physically or mentally incapable of managing my financial affairs. The effective date of such incapacity shall be the date of the order or decree adjudicating my incapacity, the date of the order or decree appointing my guardian or conservator, or the date of the certificate of the two physicians described above, whichever first occurs. A certified copy of the order or decree declaring incapacity or appointing a guardian or conservator or the certificate of the physicians described above shall be attached to the original of this instrument, and photocopies thereof shall be attached to photocopies of this instrument, and if this instrument is filed or recorded among public records, then such order, decree or certificate shall also be similarly filed or recorded if permitted by applicable law.

I will be deemed under this instrument to have regained capacity if there is a finding to that effect by a court of competent jurisdiction or when any conservatorship or guardianship has been judicially terminated or on presentation to my Agent of a certificate executed by two licensed physicians which states in the opinion of such physicians that I am capable of caring for myself or am physically and mentally capable of managing my financial affairs. A certified copy of the order or decree declaring my capacity or judicially terminating the guardianship or conservatorship or the certificate of the physicians described above shall be attached to the original of this instrument, and photocopies thereof shall be attached to photocopies of this instrument, and if this instrument is filed or recorded among public records, then such order, decree or certificate shall also be similarly filed or recorded if permitted by applicable law.

If this power of attorney becomes operative because of my disability or incapacity and subsequently I am no longer disabled or incapacitated, as evidenced in the manner provided above, this power of attorney shall not be revoked but shall become effective again on my subsequent disability or incapacity as provided above or on my subsequent certification that such power shall be or has become effective.

I hereby waive voluntarily any physician-patient privilege or psychiatrist-patient privilege that may exist in my favor and I authorize physicians and psychiatrists to examine me and disclose my physical or mental condition to determine my incapacity or capacity, for purposes of this instrument.

If I have executed the CERTIFICATION OF AUTHORIZATION BY PRINCIPAL attached as an exhibit to this power of attorney, then effective on the date of execution of such certification, this power of attorney shall be immediately and fully effective.

## ARTICLE V

### ADMINISTRATIVE PROVISIONS

**Introduction.** The following provisions shall apply:



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(1) **Reimbursement and Compensation of Agent.** My Agent shall be entitled to reimbursement for all reasonable costs and expenses, including reasonable attorney's fees, actually incurred and paid by my Agent on my behalf at any time under any provision of this instrument. My Agent shall not be entitled to compensation for services rendered hereunder but shall be entitled to reimbursement for reasonable expenses.

(2) **Waiver of Acts of Omission and Commission.** My Agent (and my Agent's estate and personal representative), acting in good faith, are hereby released and forever discharged from any and all civil liability and from all claims or demands of all kinds whatsoever by me or my estate and personal representative arising out of the acts or omissions of my Agent, except for willful misconduct or gross negligence.

(3) **Severability.** If any part of any provision of this instrument shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provision or the remaining provisions of this instrument.

(4) **Governing Law and Applicability to Foreign Jurisdictions.** This instrument shall be governed by the laws of the State of Illinois in all respects, including its validity, construction, interpretation and termination. To the extent permitted by law, this power of attorney shall be applicable to all property of mine, real, personal, intangible or mixed, wherever and in whatever state of the United States or foreign country the situs of such property is at any time located and whether such property is now owned by me or hereafter acquired by me or for me by my Agent.

(5) **Definitions.** Whenever the word:

(a) "Agent" or any modifying or equivalent word or substituted pronoun therefor is used in this instrument, such word or words shall be held and taken to include both the singular and the plural, the masculine, feminine and neuter gender thereof. The term "Agent" shall also be included within the definition of a "personal representative" as that term is used by the Health Insurance Portability and Accountability Act ("HIPAA") and its regulations, if health care powers are included in this document. My agent(s) shall each be appointed as my "HIPAA personal representative" pursuant to HIPAA.

(b) "Guardian" or "Conservator" or any modifying or equivalent word or substituted pronoun is used in this instrument, such word or words shall be held and taken to mean respectively the fiduciary, appointed by a court of competent jurisdiction or by other lawful means, responsible for the person and/or the property of an individual.

(6) **Revocation, Amendment and Resignation.** This instrument may be amended or revoked by me at any time by the execution by me of a written instrument of revocation or amendment, delivered to my Agent and to all Alternate Agents. If this instrument has been filed or recorded in the public records, then the instrument of revocation or amendment shall be filed or recorded in the same public records. My Agent and any Alternate Agent may resign by the execution of a written resignation delivered to me or, if I am mentally incapacitated, by delivery

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to any person with whom I am residing or who has the care and custody of me or, in the case of an Agent's resignation, by delivery to the Alternate Agent.

If my spouse has been appointed my Agent or an Alternate Agent hereunder and subsequent to the execution of this instrument my spouse and I are legally separated or divorced, or in the event that such an action is pending, such legal separation, divorce, or pending action shall automatically and without notice remove my spouse as Agent or Alternate Agent.

(7) **Counterpart Originals.** If this instrument has been executed in multiple counterpart originals, each such counterpart original shall have equal force and effect.

(8) **Photocopies.** My Agent is authorized to make photocopies of this instrument as frequently and in such quantity as my Agent shall deem appropriate. Each photocopy shall have the same force and effect as any original.

(9) **Binding Effect.** This instrument and actions taken by my Agent properly authorized hereunder shall be binding on me, my estate and my personal representative.

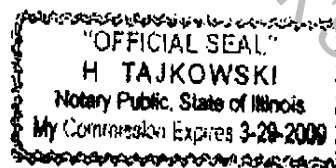
IN WITNESS WHEREOF, I have executed this Durable Power of Attorney this 30 day of JUNE, 2005.

*Patrick J. McCormack*  
PATRICK J. MCCORMACK PRINCIPAL

335-28-6276  
Social Security Number

WITNESSES:

*Kathleen Keely*  
*Notary Public, State of Illinois*



*H. Tajkowski*  
6/30/05



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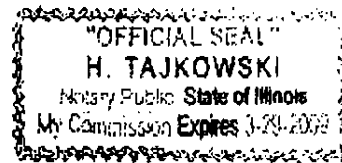
STATE OF ILLINOIS

COUNTY OF COOK

**Notarial Acknowledgment.** The foregoing instrument was acknowledged before me this 30 day of JUNE, 2005 by **PATRICK J. MCCORMACK**, Principal.

*H. Tajkowski*  
(Signature of Person Taking  
Acknowledgment)

*Notary*  
(Title or Rank)



(Serial Number, if any)

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**Acknowledgment and Acceptance by Agent.** The undersigned acknowledges and accepts appointment as Agent, and agrees to serve as Agent, under this instrument.

Ann McCormack  
ANN MCCORMACK, AGENT

[REDACTED] : 2560  
Social Security Number

708 867-0412  
Telephone Number

16577 Riverside Dr

Chicago, IL 60641-706  
Address

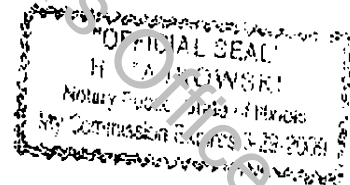
STATE OF ILLINOIS

COUNTY OF COOK

**Notarial Acknowledgment.** The foregoing instrument was acknowledged before me this 30 day of June, 2005 by ANN MCCORMACK.

H. T. [Signature]  
(Signature of Person Taking  
Acknowledgment)

Notary  
(Title or Rank)



(Serial Number, if any)

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**Acknowledgment and Acceptance by Agent.** The undersigned acknowledges and accepts appointment as Agent, and agrees to serve as Agent, under this instrument.

John McCormack  
JOHN MCCORMACK AGENT

[REDACTED] 2826  
Social Security Number

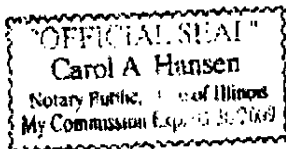
636/771-1572  
Telephone Number

6676 HARRETT  
ROSEMERS GROVE, IL 60516  
Address

STATE OF ILLINOIS

COUNTY OF ~~COOK~~ LAKE

**Notarial Acknowledgment.** The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of June, 2007 by JOHN MCCORMACK.



Carol A. Hansen  
(Signature of Person Taking  
Acknowledgment)

(Title or Rank)

(Serial Number, if any)

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**Acknowledgment and Acceptance by Agent.** The undersigned acknowledges and accepts appointment as Agent, and agrees to serve as Agent, under this instrument.

*Patricia Moriarty*  
**PATRICIA MORIARTY, Agent**

*[Redacted] 3568*  
 Social Security Number

*773-742-0187*  
 Telephone Number

*1375 N. Cleander*  
*Chicago, IL 60631*  
 Address

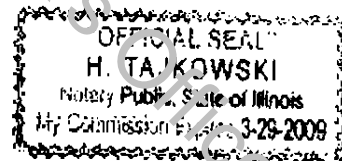
STATE OF ILLINOIS

COUNTY OF COOK

**Notarial Acknowledgment.** The foregoing instrument was acknowledged before me this 30 day of JUNE, 2005 by **PATRICIA MORIARTY**.

*H. Tarkowski*  
 (Signature of Person Taking  
 Acknowledgment)

*Notary Public*  
 (Title or Rank)



(Serial Number, if any)