

# UNOFFICIAL COPY

Doc#. 1534247064 Fee: \$50.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 12/08/2015 09:51 AM Pg: 1 of 7

RECORDING REQUESTED BY:

**SERVICELINK**

3220 El Camino Real

IRVINE, CA 92602

Recording requested by and return

to: 201510080302

American Title, Inc.

PO Box 641010

Omaha, NE 68164-1010

## ILLINOIS NON DURABLE POWER OF ATTORNEY

### NOTICE TO PRINCIPAL

PLEASE READ THIS NOTICE CAREFULLY: THIS IS AN IMPORTANT DOCUMENT. IT IS GOVERNED BY THE ILLINOIS POWER OF ATTORNEY ACT. IT GIVES THE PERSON WHOM YOU DESIGNATE (YOUR "AGENT" OR "ATTORNEY IN FACT" HEREINAFTER CALLED "AGENT/AIF") POWERS TO ACT ON YOUR BEHALF FOR A SPECIFIC REAL ESTATE MORTGAGE TRANSACTION DURING A CERTAIN PERIOD OF TIME, WHICH INCLUDE POWERS TO PROMISE TO REPAY A DEBT WITH INTEREST AND MORTGAGE YOUR REAL PROPERTY FOLLOWING YOUR REVIEW OF YOUR LOAN DOCUMENTATION DURING A LOAN CLOSING TO BE CONDUCTED ON THE INTERNET. IT IS IMPORTANT TO SELECT AN AGENT/AIF WHOM YOU TRUST, SINCE YOU ARE GIVING THAT AGENT/AIF CONTROL OVER YOUR FINANCIAL ASSETS AND PROPERTY FOR THE LIMITED PURPOSES DESCRIBED HEREIN. ANY AGENT/AIF 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/AIF MUST KEEP A RECORD OF ALL RECEIPTS, DISBURSEMENTS, AND SIGNIFICANT ACTIONS TAKEN AS YOUR AGENT/AIF. IF THE ATTORNEY IN FACT HAS ACTUAL KNOWLEDGE OF ANY INCOMPETENCE BEFORE, DURING OR AFTER CLOSING, THE POWERS CONTAINED HEREIN WILL CEASE TO EXIST. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL OR OTHER HEALTH CARE DECISIONS FOR YOU. THIS POWER OF ATTORNEY DOES NOT AUTHORIZE YOUR AGENT/AIF 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. SIGNING THIS LIMITED POWER OF ATTORNEY IS OPTIONAL. YOU ARE NOT REQUIRED TO SIGN THIS LIMITED POWER OF ATTORNEY, BUT IT WILL NOT TAKE EFFECT WITHOUT YOUR SIGNATURE. ALTHOUGH USING A LIMITED POWER OF ATTORNEY DESIGNATING YOUR AGENT/AIF SHOULD MAKE YOUR LOAN CLOSING MORE CONVENIENT, YOU ARE NOT REQUIRED TO SIGN THIS DOCUMENT IN ORDER TO OBTAIN YOUR LOAN. BEFORE YOU DECIDE WHETHER TO SIGN OR IF YOU DO NOT UNDERSTAND THE PURPOSE OR EFFECT OF THIS FORM, YOU SHOULD CONSULT AN ATTORNEY.

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

JC, Ag

JEFF A COADY AKA JEFFREY A COADY, ANNA T GONZALES

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BE IT KNOWN, that I, JEFF A COADY AKA JEFFREY A COADY, ANNA T GONZALES

Whose residence address is: 1750 W HENDERSON ST  
CHICAGO, IL 60657

As principal, make and appoint the following persons who are employees of ServiceLink, namely: Ahmad Shurdim, Ashley Chattaway, Nadim Jaradi, Rafael Avila, whose addresses are C/O ServiceLink, at 3220 El Camino Real, IRVINE, CA 92602. Each of my agents may exercise the powers conferred in this power of attorney separately, without the consent of the other agent. My agents may delegate the powers, tasks and duties to one of the other agents but to no other person. My Agents/AIFs may exercise the powers to accomplish the following specific and limited purposes as permitted by applicable law:

Principal's Initials	Witnesses' Initials	
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(JCA)	JH	(A) Refinancing and/or home equity financing of the Real Estate located at 1750 W HENDERSON ST, CHICAGO, IL 60657 (20217055).
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(JCA)	JH	(B) To borrow, sign, pledge, mortgage, finance, and refinance the Property located at 1750 W HENDERSON ST, CHICAGO, IL 60657 to effectuate the above referenced refinancing and banking transactions with Wells Fargo Bank, NA (hereinafter called "Lender") with a loan amount currently estimated to be \$81,440.00, but in any event not to exceed \$93,656.00. See attached Exhibit A for full legal description.
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(JCA)	JH	(C) To execute, acknowledge receipt of, approve, and deliver all documents including but not limited to: <ol style="list-style-type: none"> <li>a. Notes, Mortgages/Deeds of Trust, Subordinations, security instruments, riders, attachments and addenda, including any documents necessary or requested as part of this transaction by the title insurer, lender or other parties to the transaction;</li> <li>b. those documents needed by governmental and taxing authorities as part of this transaction;</li> <li>c. lien waivers, subordination/waiver of homestead and any marital rights necessary as part of this transaction; and</li> <li>d. escrow instructions, closing or settlement statements, truth in lending disclosures (including notice of my right to rescind the credit extension, if applicable), loan applications, HUD-1 and other written instruments, instruments required or requested as part of this transaction.</li> </ol>
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Further giving and granting said Agent/AIF, full power and authority to do and perform all and every act and thing whatsoever necessary to be done in and about the specific and limited premises (setout herein) as fully, to all intents and purposes, as might or could be done if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that said attorney in fact (also called agent) should lawfully do or cause to be done by virtue hereof. Said Agent/AIF shall only execute documents if I have, to the satisfaction of the Agent/AIF in a recorded, interactive session conducted via the Internet, both confirmed my identity and reaffirmed, after an opportunity to review the required loan documents; my agreement to the terms and conditions of the required loan documents evidencing said refinancing transaction and agreed to the execution of said required loan documents by the Agent/AIF.

This Power of Attorney is effective immediately and is limited to the specific transaction described above. This Power of Attorney shall not be effective in the event of my disability or incapacity. I may revoke this Power of Attorney at any time by providing written notice to my Agent/AIF at Closing Stream Department C/O ServiceLink, 3220 El Camino Real IRVINE, CA 92602. This Power of Attorney will terminate upon the proper recording of all documents necessary or requested as part of this transaction by the title insurer, lender or other parties to the transaction.

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**Conflict of Interest Disclosure.** My Agent/AIF can enter into transactions with me or on my behalf in which my Agent/AIF is personally interested as long as the terms of the transaction are fair to me and I have agreed to such an action. I also understand that Servicelink receives fees for escrow and title services from the closing. I further understand that these fees will be detailed on my Settlement Statement that accompanies my loan documents.

**Governing Law.** This Power of Attorney shall be construed and governed in accordance with the laws of the state where the subject property is located without reference to the conflicts of laws principles thereof.

I understand that this Power of Attorney is not an approval of my loan application request or a commitment by Lender to make a mortgage loan. Should my loan application request not be approved by Lender, this Power of Attorney will be null and void.

I ACKNOWLEDGE THAT THIS LIMITED POWER OF ATTORNEY DOES NOT AUTHORIZE SAID ATTORNEY-IN-FACT TO EXERCISE ANY RIGHT OF RESCISSION GRANTED BY OR SET FORTH IN THE CLOSING DOCUMENTS IN CONNECTION WITH THIS MORTGAGE TRANSACTION

TO INDUCE ANY THIRD PARTY TO ACT, I AGREE THAT ANY THIRD PARTY RECEIVING AN EXECUTED COPY OR FACSIMILE OF THIS INSTRUMENT MAY ACT ON THIS INSTRUMENT. ANY REVOCATION OR TERMINATION OF THIS INSTRUMENT WILL BE INEFFECTIVE AS TO SUCH THIRD PARTY UNTIL SUCH THIRD PARTY HAS ACTUAL OR CONSTRUCTIVE NOTICE OF SUCH REVOCATION OR TERMINATION. I, FOR MYSELF AND FOR MY HEIRS, EXECUTORS, LEGAL REPRESENTATIVES AND ASSIGNS, AGREE TO INDEMNIFY AND HOLD HARMLESS ANY SUCH THIRD PARTY FROM AND AGAINST ANY AND ALL CLAIMS THAT MAY ARISE AGAINST SUCH THIRD PARTY BY REASON OF SUCH THIRD PARTY HAVING REASONABLY RELIED ON THE PROVISIONS OF THIS INSTRUMENT.

### ACKNOWLEDGEMENT BY PRINCIPAL

I, JEFF A COADY AKA JEFFREY A COADY, ANNA T GONZALES, the principal(s), sign my name to this power of attorney this 7<sup>th</sup> day of November, 2015, and, being first duly sworn, do declare to the undersigned authority that I sign and execute this instrument as my power of attorney for a refinance and that I sign it willingly, or willingly direct another to sign for me, that I execute it as my free and voluntary act for the purposes expressed in the power of attorney and that I am eighteen years of age or older, of sound mind and under no constraint or undue influence.

Dated: November 7<sup>th</sup>, 2015

Jeff A. Coady AKA Jeff A. Coady

Dated: November 7, 2015

Anna T Gonzalez  
ANNA T GONZALES

Dated: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_

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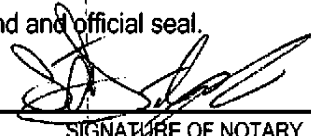
State of ILLINOIS

County of COOK

Subscribed, sworn to and/or acknowledged before me by JEFFREY CODY & ANNA ANTONI, the principal this THIRD day of NOVEMBER, 2015 and proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Evidence of identification was DRIVERS LICENSE + MINUTEMAN ID certify under PENALTY OF PERJURY under the laws of the state where the property is located that the foregoing paragraph is true and correct.

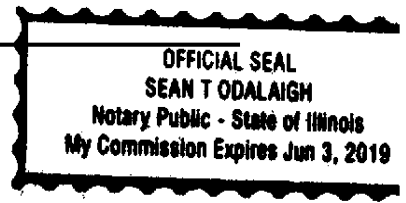
WITNESS my hand and official seal.



SIGNATURE OF NOTARY

My Commission Expires:

JUNE 3 2019



Property of Cook County Clerk's Office

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## ACKNOWLEDGMENT BY WITNESSES

We, John Huneycutt M. Holtzman, the witnesses, sign our names to the foregoing Power of Attorney being first duly sworn and do declare to the undersigned authority that the principal who is personally known to me, declared to me that this instrument is his/her power of attorney granting to the named agents/attorneys-in-fact the power and authority specified herein, and that he/she was free from duress at the time this Power of Attorney was signed, and that the principal affirmed that he or she was aware of the nature of the document and signs and executes it freely, voluntarily and willingly, or willingly directs another to sign for him/her as his/her power of attorney and that I/we, in the presence and hearing of the principal, sign this Power of Attorney as witness to the principal's signing and that to the best of my knowledge the principal is eighteen years of age or older, of sound mind and under no constraint or undue influence. Each undersigned witness individually certifies that he/she 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; (d) an agent or successor agent under the foregoing power of attorney or (e) the notary for this transaction. I am eighteen years of age or older and am not disabled.

Witness: [Signature]  
 Printed Name: John Huneycutt

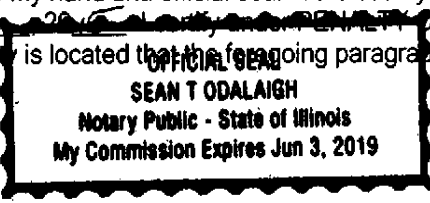
Witness: [Signature]  
 Printed Name: Michael Holtzman

State of ILLINOIS  
 County of COOK

SS:

On the 7th day of NOVEMBER in the year 2015 before me, the undersigned, personally appeared JEFFREY CORDY and ANA GONZALEZ, witnesses, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. Evidence of identification was DRIVERS LICENSE & MILITARY ID.

WITNESS my hand and official seal in the county and state aforesaid this 7th day of NOVEMBER, 2015, and on PENALTY OF PERJURY under the laws of the state where the property is located that the foregoing paragraph is true and correct.



[Signature]  
 SIGNATURE OF NOTARY

My Commission Expires: JUNE 3, 2019

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## ACKNOWLEDGMENT BY AGENTS/ATTORNEYS IN FACT

I, NADIM JARADI and \_\_\_\_\_  
 have read the attached Power of Attorney and are the persons identified as the Agents/AIFs for the Principal. We hereby acknowledge that when we act as Agents/AIFs, we are given power under this Power of Attorney to make decisions about refinancing the Property belonging to the Principal, on the Principal's behalf, in accordance with the terms of this Power of Attorney. This Power of Attorney is valid only if the Principal is of sound mind when the Principal signs it. When acting in the capacity of Agent, we are under a duty (called a "fiduciary duty") to conduct my powers with which I am entrusted with scrupulous honesty, skill, and diligence. If the exercise of our acts is called into question, the burden will be upon each of us to prove that we acted under the standards of a fiduciary. As the Agents, we are not entitled to use the money or property for our own benefit or to make gifts to ourselves or others. As the Agents, our authority under this Power of Attorney will end upon revocation or when the Principal dies or otherwise becomes incompetent and we will not have authority to manage or dispose of any property or administer the estate. If we violate our fiduciary duty under this Power of Attorney, we may be liable for damages and may be subject to criminal prosecution. If there is anything about this Power of Attorney, or our duties under it, that we do not understand, we understand that we should seek legal advice.

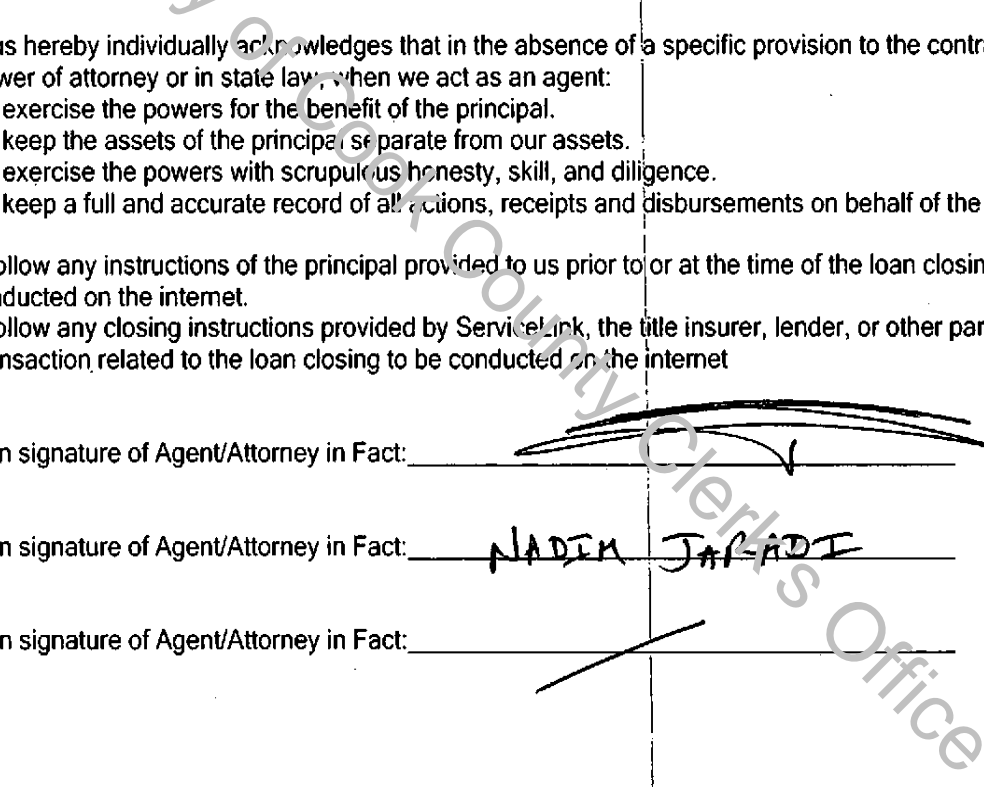
Each of us hereby individually acknowledges that in the absence of a specific provision to the contrary in the power of attorney or in state law, when we act as an agent:

- We shall exercise the powers for the benefit of the principal.
- We shall keep the assets of the principal separate from our assets.
- We shall exercise the powers with scrupulous honesty, skill, and diligence.
- We shall keep a full and accurate record of all actions, receipts and disbursements on behalf of the principal.
- We will follow any instructions of the principal provided to us prior to or at the time of the loan closing to be conducted on the internet.
- We will follow any closing instructions provided by ServiceLink, the title insurer, lender, or other parties to the transaction related to the loan closing to be conducted on the internet.

Specimen signature of Agent/Attorney in Fact: \_\_\_\_\_

Specimen signature of Agent/Attorney in Fact: NADIM JARADI

Specimen signature of Agent/Attorney in Fact: \_\_\_\_\_



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State of California

SS:

County of Orange

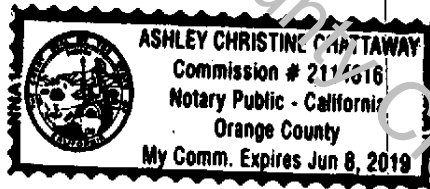
On this, the 20 day of NOVEMBER, 2015, before me, the undersigned, personally appeared NAVIM JARABI and \_\_\_\_\_ Agents/Attorneys in Fact, who proved to me on the basis of satisfactory evidence (Evidence of identification was A DRIVERS LICENSE) to be the individual(s) whose name is (are) subscribed to the within Power of Attorney in their respective capacities, and all of said persons being by me duly sworn, the Agent/Attorney in Fact declared to me that they were (each) eighteen (18) years of age or over, and that they are not (neither of them is) related to the principal by blood or marriage, are employees of ServiceLink and that such individual made their acknowledgment and such appearance before the undersigned in the city/township of IRVINE, County of Orange, State/Commonwealth of California.

Notary Public

*Ashley Christine Chittaway*

My Commission Expires:

JUNE 8, 2019



Property of Cook County Clerk's Office