Doc#. 1730004060 Fee: \$72.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 10/27/2017 12:42 PM Pg: 1 of 13

Property of Cook County Clerk's Office Prepared By: Martin J. Salzman Atty at Law 33 North LaSalle Street, Suite 1950 Chicago, IL 60602

After Recording Mail to: Kathleen C Maher 620 Jasmine Ave., #13 Corona Del Mar, CA 92625

> Baird & Warner Title Services, Inc. 475 North Martingale Suite 120 Schaumburg, IL 60173

Prepared by John J. and Kathleen M. Maher, 2114 Maple Road, Homewood, Illinois 60430

DURABLE POWER OF ATTORNEY

I, John J. and Kathleen M. Maher, residing at 2114 Maple Road, Homewood, Illinois 60430, hereby appoint Kathleen C. Maher of 1252 Quail Ridge, Irvine, California 92603, as my attorney-in-fact ("Agent") to exercise the powers and discretions described below.

If the Agent is unable to serve for any reason, I appoint Susan M. Maher, of 2929 Lark Rise, Rockfold, Illinois 61114, as my alternate or Successor Agent, as the case may be, to serve with the same powers and discretions.

This Power of Atomey shall not be affected by my subsequent incapacity.

My Agent shall have full power and authority to act on my behalf. This power and authority shall authorize my Agent to make and conduct all of my affairs and to exercise all of my legal rights and powers, including all rights and powers that I may acquire in the future. My Agent's powers shall include, but not be limited to, the power to:

- 1. Open, maintain or close bank a counts (including, but not limited to, checking accounts, savings accounts, and certificates of leposit), brokerage accounts, retirement plan accounts, and other similar accounts with financial institutions.
 - a. Conduct any business with any banking or mancial institution with respect to any of my accounts, including, but not limited to, making deposits and withdrawals, negotiating or endorsing any checks or other instruments with respect to any such accounts, obtaining bank statements, passbooks, drafts, money crulers, warrants, and certificates or vouchers payable to me by any person, firm, corporation or political entity.
 - b. Perform any act necessary to deposit, negotiate, sell or transfer any note, security, or draft of the United States of America, including U.S. Tressury Securities.
 - c. Have access to any safe deposit box that I might own, including its contents.
- 2. Provide for the support and protection of myself, my spouse, or of any minor child I have a duty to support or have established a pattern of prior support, including, without limitation, provision for food, lodging, housing, medical services, recreation and travel;
- 3. Sell, exchange, buy, invest, or reinvest any assets or property owned by me. Such assets or property may include income producing or non-income producing assets and property.
- 4. Purchase and/or maintain insurance and annuity contracts, including life insurance upon my

life or the life of any other appropriate person.

- 5. Take any and all legal steps necessary to collect any amount or debt owed to me, or to settle any claim, whether made against me or asserted on my behalf against any other person or entity.
- 6. Enter into binding contracts on my behalf.
- 7. Exercise all stock rights on my behalf as my proxy, including all rights with respect to stocks, bonds, debentures, commodities, options or other investments.
- 8. Maintain and/or operate any business that I may own.
- 9. Employ professional and business assistance as may be appropriate, including attorneys, accountants, and real estate agents.
- 10. Sell, convey, lezze, mortgage, manage, insure, improve, repair, or perform any other act with respect to any of my property (now owned or later acquired) including, but not limited to, real estate and real estate rights (including the right to remove tenants and to recover possession). This includes the right to sell or encumber any homestead that I now own or may own in the future.
- 11. Prepare, sign, and file documents with any governmental body or agency, including, but not limited to, authorization to:
 - a. Prepare, sign and file income and other tax returns with federal, state, local, and other governmental bodies.
 - b. Obtain information or documents from any government or its agencies, and represent me in all tax matters, including the authority to negotiate, compromise, or settle any matter with such government or agency.
 - c. Prepare applications, provide information, and perform any other act reasonably requested by any government or its agencies in connection with government or
- 12. Make gifts from my assets to members of my family and to such other persons or charitable organizations with whom I have an established pattern of giving (or if it is appropriate to make such gifts for estate planning and/or tax purposes), to file state and federal gift tax returns, and to file a tax election to split gifts with my spouse, if any. No Agent acting under this instrument, except as specifically authorized in this instrument, shall have the power or authority to (a) gift, appoint, assign or designate any of my assets, interests or rights, directly or indirectly, to such Agent, such Agent's estate, such Agent's creditors, or the

creditors of such Agent's estate, (b) exercise any powers of appointment I may hold in favor of such Agent, such Agent's estate, such Agent's creditors, or the creditors of such Agent's estate, or (c) use any of my assets to discharge any of such Agent's legal obligations, including any obligations of support which such Agent may owe to others, excluding those whom I am legally obligated to support.

13. To create, sign, modify or revoke any trust agreements or other trust documents in an attempt to manage or create a trust that was created for my benefit or the benefit of my dependents, heirs or devisees. This shall include the creation, modification or revocation of any inter vivos, family living, irrevocable or revocable trusts.

14. So bject to other provisions of this document, my Agent may disclaim any interest, which might otherwise be transferred or distributed to me from any other person, estate, trust, or other entity, as may be appropriate. However, my Agent may not disclaim assets to which I would be entitled, if the result is that the disclaimed assets pass directly or indirectly to my Agent or my Agent's estate. Provided that they are not the same person, my Agent may disclaim assets which pass to my Agent.

15. Have access to my healthcare and medical records and statements regarding billing, insurance and payments.

This Power of Attorney shall be construed bready as a General Power of Attorney. The listing of specific powers is not intended to limit or restrict the general powers granted in this Power of Attorney in any manner.

Any power or authority granted to my Agent under this occument shall be limited to the extent necessary to prevent this Power of Attorney from causing (i) my income to be taxable to my Agent, (ii) my assets to be subject to a general power of appointment by my Agent, or (iii) my Agent to have any incidents of ownership with respect to any life insurance policies that I may own on the life of my Agent.

My Agent shall not be liable for any loss that results from a judgment error that was made in good faith. However, my Agent shall be liable for willful misconduct or the failure to act in good faith while acting under the authority of this Power of Attorney. An Agent is not liable for the actions of another Agent, including a Co-Agent or Predecessor Agent, unless the Agent participates in or conceals a breach of fiduciary duty committed by the other Agent. An Agent who has knowledge of a breach or imminent breach of fiduciary duty by another Agent must notify me and, if I am incapacitated, take whatever actions may be reasonably appropriate in the circumstances to safeguard my best interest.

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. I authorize my Agent to indemnify and hold harmless any third party who accepts and acts under this document.

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.

My Agent shall be entitled to reasonable compensation for any services provided as my Agent. My Agent shall be entitled to reimbursement of all reasonable expenses incurred as a result of carrying out any provision of this Power of Attorney.

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.

My Agent shall provide an accounting for all funds handled and all acts performed as my Agent as required under state law or upon my request or the request of any authorized personal representative, fiduciary or court of record acting on my behalf.

This Power of Attorney is granted in, and shall be governed by the laws of the state of Illinois; however, I intend that this Powe of Attorney be universally recognized and that it be universally admissible to recordation. In the event that I become a resident of another jurisdiction, or obtain property, including real property or any other property interest, in another jurisdiction, it remains my intention that the laws of Illinois shall continue to govern this Power of Attorney.

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This power of attorney shall become effective immediately shall not be affected by my disability or lack of mental competence, except as may be provided otherwise by an applicable state statute. This is a Durable Power of Attorney. This power of attorney shall continue effective until my death. This power of attorney may be revoked by me at any time by providing written notice to my agent.

at Rockford, Illinois.

witness signature:

nanie:

city:

State: Illinois

State of Illinois

County of Winnebago, ss

This instrument was acknowledged before me on this 23 day of

by John J. and Kathleen M. Maher.

Notary Public

My commission expires

OFFICIAL SEAL MARTIN J SALZMAN **NOTARY PUBLIC - STATE OF ILLINOIS**

SUNJU CONTEGO

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WITNESS ATTESTATION

The undersigned witness certifies that John J. and Kathleen M. Maher, 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 physicien 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: 9/23/11

Notice to Person Executing Power of Attorney:

A Power of Attorney is an important legal document. By signing the Power of Attorney, you are authorizing another person to act for you, the principal. Before you sign this Power of Attorney, you should know these important facts:

Your Agent (attorney-in-fact) has no duty to act unless you and your Agent agree otherwise in writing.

This document gives your Agent the powers to manage, dispose of, sell and convey your real and personal property, and to use your property as security if your Agent borrows money on your behalf, unless you provide otherwise in this Power of Attorney.

Your Agent will have the right to receive reasonable payment for services provided under this Power of Attorney unless you provide otherwise in this Power of Attorney.

The powers you give your Agent will continue to exist for your entire lifetime, unless you state that the Power of Attorney will last for a shorter period of time or unless you otherwise terminate the Power of Attorney. The powers you give your Agent in this Power of Attorney will continue to exist even if you can no longer make your own decisions respecting the management of your property, unless you provide otherwise in this Power of Attorney.

You can change or correct the terms of this Power of Attorney only by executing a new Power of Attorney, or by executing an amendment through the same formalities as an original. You have the right to revoke or terminate this Power of Attorney at any time, so long as you are competent.

This Power of Attorney must be dated and must be acknowned period before a notary public and at least one witness. All witnesses must be mentally competent and they must witness the principal's signing of the Power of Attorney or (2) the principal's signing or acknowledgment of his or her signature. A Power of Attorney that may affect real property mould be acknowledged before a notary public so that it may easily be recorded.

You should read this Power of Attorney carefully. When effective, this Power of Attorney will give your Agent the right to deal with property that you now have or might acquire in the future. The Power of Attorney is important to you. If you do not understand the Power of Attorney, or any provision of it, then you should obtain the assistance of an attorney or other qualified person.

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 preceive 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 the following:

- 1. act so as to create a conflict of interest that is in so is stent with the other principles in this Notice to Agent;
- 2. do any act beyond the authority granted in this Power of Atterney;
- 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 his 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 this Power of Attorney.

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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.

I have read the foregoing notice and I understand the legal and fiduciary duties that I assume by acting or agreeing to act as the Agent (attorney-In-fact) under the terms of this Power of Attorney.

Date

9/23/17

Signed:

Kathleen C. Maher

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Notice to Person Accepting the Appointment as Attorney-in-Fact:

By acting or agreeing to act as the agent (attorney-in-fact) under this power of attorney you assume the fiduciary and other legal responsibilities of an agent. These responsibilities include:

- 1. The legal duty to act solely in the interest of the principal and to avoid conflicts of interest.
- The legal duty to keep a record of all transactions made on behalf of the principal, including the
 responsibility to produce receipts, ledgers and other records of all deposits, disbursements or
 other transactions involving the principal's assets or indebtedness.
- 3. To cooperate with the principal's Agent for health care decisions, should the principal appoint such ar Agent, in making decisions in accordance with the principal's desires or in the best interest of the principal if the principals wishes are not known.
- The legal duty to preserve the principal's estate plan, if one exists.
- 5. The legal duty to keep the principal's property separate and distinct from any other property owned or controlled by you.
- 6. The legal duty to terminate actions as Agent (Attorney-in-Fact) under this Power of Attorney upon the occurrence of any of the following:
 - a. Principal's death;
 - b. Revocation of the Power of Attorney of principal;
 - c. The arrival of any date stated in the Power of A'corney, which states the termination of the Power of Attorney, if any; or
 - d. No additional action is required under the Power of Artorney.
- 7. If you are the spouse of the principal, the Power of Attorney terminals upon legal separation or dissolution of the marriage.
- 8. You may be held responsible and liable for any intentional actions which violate or abuse your authority under this Power of Attorney as provided by the state and federal laws governing this Power of Attorney.
- 9. You have the right to seek legal advice if you do not understand your duties as Agent or any provisions in the Power of Attorney.

You may not transfer the principal's property to yourself without full and adequate consideration or accept a gift of the principal's property unless this Power of Attorney specifically authorizes you to transfer property to yourself or accept a gift of the principal's property. If you transfer the principal's property to yourself without specific authorization in the Power of Attorney, you may be prosecuted for fraud and/or embezzlement.

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I have read the foregoing notice and I understand the legal and fiduciary duties that I assume by acting or agreeing to act as the agent (attorney-in-fact) under the terms of this power of attorney.

Date:

Kathieen C.Maher

Date:

Susan Maher

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Escrow File No.: BW17-3411 UNOFFICIAL COPY

EXHIBIT "A"

THE EAST 60 FEET OF THE WEST 1913 FEET OF THE NORTH 214 FEET OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE EAST 60 FEET OF THE WEST 1913 FEET OF LOT 1, GEORGE W. JOHNSON'S SUBDIVISION OF THAT PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE RIGHT OF WAY OF THE ILLINOIS CENTRAL RAILROAD (EXCEPT THE EAST 660.5 FEET WEST 1321 FEET TO THE SOUTH 500.6 FEET THEREOF, ALSO THAT PART OF THE NORTH 214 FEET EAST OF THE WEST 1853 FEET THEREOF THEREOF) ACCORDING TO THE PLAT THEREOF RECORDED MARCH 11, 1908 IN BOOK 9 OF PLATS, PAGE 41, AS DOCUMENT NO. 4170979, IN COOK COUNTY, ILLINOIS.

Property Address: Of 2114 Maple Rd Grand TL 60430 De Carts Office