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Doc#: 1735415034 Fee: \$90.00

Karen A. Yarbrough

CHARLOTTE M. COOK County Recorder of Deeds

Date: 12/20/2017 10:22 AM Pg: 1 of 7

Illinois Statutory Short Form Power of Attorney for Property (incorporating changes made by P.A. 96-1195) (755 ILCS 45/3-3(d))

"ILLINOIS STATUTORY SHORT FORM POWER OF ATTORNEY FOR PROPERTY"

1. I, **CHARLOTTE M. SHADE**, as individual and as trustee of the Charlotte M. Shade 2004 Trust Dated April 19, 2004, residing at 24 Dockside Lane, #97 - Ocean Reef Club, Key Largo, Florida, hereby revoke all prior powers of attorney for property executed by me and appoint **PHILIP J. GREENBLATT** of 1955 Raymond Drive, #111, Northbrook, Illinois, **(NOTE: You may not name co-agents using this form)** as my attorney-in-fact (my "agent") to act for me and in my name (in any way I could act in person) with respect to the following powers, as defined in Section 3-4 of the "Statutory Short Form Power of Attorney for Property Law" (including all amendments), but subject to any limitations on or additions to the specified powers inserted in paragraph 2 or 3 below:

(NOTE: You must strike out any one or more of the following categories of powers you do not want your agent to have. Failure to strike the title of any category will cause the powers described in that category to be granted to the agent. To strike out a category, you must draw a line through the title of that category.)

- (a) Real estate transactions.
- (b) Financial institution transactions.
- ~~(c) Stock and bond transactions.~~
- ~~(d) Tangible personal property transactions.~~
- ~~(e) Safe deposit box transactions.~~
- ~~(f) Insurance and annuity transactions.~~
- ~~(g) Retirement plan transactions.~~
- ~~(h) Social Security, employment and military service benefits.~~
- ~~(i) Tax matters.~~
- ~~(j) Claims and litigation.~~
- ~~(k) Commodity and option transactions.~~
- ~~(l) Business operations.~~
- (m) Borrowing transactions.
- ~~(n) Estate transactions.~~
- ~~(o) All other property transactions.~~

(NOTE: Limitations on and additions to the agent's powers may be included in this power of attorney if they are specifically described below.)

2. The powers granted above shall not include the following powers or shall be modified or limited in the following particulars (here you may include any specific limitations you deem

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appropriate, such as a prohibition or conditions on the sale of particular stock or real estate or special rules on borrowing by the agent):

(NOTE: Here you may include any specific limitations you deem appropriate, such as a prohibition or conditions on the sale of particular stock or real estate or special rules on borrowing by the agent.)

None.

3. In addition to the powers granted above, I grant my agent the following powers (here you may add any other delegable powers including, without limitation, power to make gifts, exercise powers of appointment, name or change beneficiaries or joint tenants or revoke or amend any trust specifically referred to below):

(NOTE: Here you may add any other delegable powers including, without limitation, power to make gifts, exercise powers of appointment, name or change beneficiaries or joint tenants or revoke or amend any trust specifically referred to below.)

(a) To perform any and all acts and sign any and all lender documents, including note, mortgage, and any and all other documents, in connection with the refinancing of the existing loan and the borrowing of money and the placing of a mortgage on the residence commonly known as 60 E. Monroe St, #6201, #P5-19, #P5-20, and #P8-22, Chicago, Illinois. 60603

(NOTE: Your agent will have authority to employ other persons as necessary to enable the agent to properly exercise the powers granted in this form, but your agent will have to make all discretionary decisions. If you want to give your agent the right to delegate decision-making powers to others, you should keep paragraph 4, otherwise it should be struck out.)

4. 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.

(NOTE: Your agent will be entitled to reimbursement for all reasonable expenses incurred in acting under this power of attorney. Strike out paragraph 5 if you do not want your agent to also be entitled to reasonable compensation for services as an agent.)

5. My agent shall be entitled to reasonable compensation for services rendered as agent under this power of attorney.

(NOTE: This power of attorney may be amended or revoked by you at any time and in any manner. Absent amendment or revocation, the authority granted in this power of attorney will become effective at the time the power is signed and will continue until your death, unless a limitation on the beginning date is made by initialing and completing one or both of paragraph 6 and 7:)

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6. XXX This power of attorney shall become effective immediately.

(NOTE: Insert a future date or event during your lifetime, such as a court determination of your disability or a written determination by your physician that you are incapacitated when you want this power to first take effect.)

7. XXX This power of attorney shall terminate 30 days after the Closing of the refinance loan and the placing of a mortgage on the residence described in #3(a) above.

(NOTE: Insert a future date or event, such as a court determination that you are not under a legal disability or a written determination by your physician that you are not incapacitated, if you want this power to terminate prior to your death.)

(NOTE: If you wish to name one or more successor agents, insert the name and address of each successor agent in paragraph 8.)

8. If any agent named by me shall die, become incompetent, resign or refuse to accept the office of agent, I name the following (each to act alone and successively, in the order named) as successor(s) to such agent: None

For purposes of this paragraph 8, a person shall be considered to be incompetent if and while the person is a minor or an adjudicated or disabled person or the person is unable to give prompt and intelligent consideration to business matters, as certified by a licensed physician.

(NOTE: If, you wish to, you may name your agent as guardian of your estate if a court decides that one should be appointed. To do this, retain paragraph 9, and the court will appoint your agent if the court finds that this appointment will serve your best interests and welfare. Strike out paragraph 9 if you do not want your agent to serve as guardian.)

9. ~~If a guardian of my estate (my property) is to be appointed, I nominate the agent acting under this power of attorney as such guardian, to serve without bond or security.~~

10. 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.

(NOTE: This form 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.)

11. The Notice to Agent is incorporated by reference and included as part of this form.

Dated: December 1, 2017 Charlotte M. Shade*
CHARLOTTE M. SHADE, , as individual and as trustee of the
Charlotte M. Shade 2004 Trust Dated April 19, 2004, Principal

**As individual and as trustee of the Charlotte M. Shade
2004 Trust Dated April 19, 2004, Principal*

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(NOTE: This power of attorney will not be effective unless and until signed by at least one witness and your signature is notarized, using the form below. The notary may not also sign as a witness.)

The undersigned witness certifies that **CHARLOTTE M. SHADE**, 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 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.

Dated: December 1, 2017 Maritessa Perry
Witness

(NOTE: Illinois only requires one witness, but other jurisdictions may require more than one witness. If you wish to have a second witness, have him or her certify and sign here:)

~~(Second witness) The undersigned witness certifies that **CHARLOTTE M. SHADE**, 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 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.~~

~~Dated: December ____, 2017 _____
Witness~~

STATE OF ILLINOIS)
) SS.
COUNTY OF WILL)

The undersigned, a notary public in and for the above county and state, certifies that **CHARLOTTE M. SHADE** known to me to be the same person whose name is subscribed as

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principal to the foregoing power of attorney, appeared before me and the witness Mariateresa Perez in person and acknowledged signing and delivering the instrument as the free and voluntary act of the principal, for the uses and purposes therein set forth, (and certified to the correctness of the signature(s) of the agent(s)).

Dated: December 1, 2017

Linda Banass

Notary Public

My commission expires:

2/10/2019



(NOTE: You may, but are not required to, request your agent and successor agents to provide specimen signatures below. If you include specimen signatures in this power of attorney, you must complete the certification opposite the signatures of the agents.)

Specimen signatures of agent
(and successors):

I certify that the signatures
of my agent (and successors) are genuine.

Philip J. Greenblatt
PHILIP J. GREENBLATT

Charlotte M. Shade*
CHARLOTTE M. SHADE, as individual
and as trustee of the Charlotte M. Shade
2004 Trust Dated April 19, 2004,

**As individual and as trustee of the
Charlotte M. Shade 2004 Trust Dated
April 19, 2004*

(NOTE: The name, address and phone number of the person preparing this form or assisted the principal in completing this form should be inserted below.)

~~Next to \$~~
This document was prepared by:
Philip J. Greenblatt
1955 Raymond Drive, Suite 111
Northbrook, Illinois 60062-6732
(847) 205-9666

Mail To
1/3 Proper Title, LLC
180 N. LaSalle Ste. 1920
Chicago, IL 60601
PT17-44302

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Statutory Notice to the Agent (755 ILCS 45/3-3(e))

"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:

"_____ by [insert name of agent] 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.

(Source: P.A. 96-1195, eff. 7-1-11.)

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Exhibit A

PARCEL 1:

UNIT 6201 AND UNIT PARKING SPACES 5-19, 5-20, AND 8-22 TOGETHER WITH THE EXCLUSIVE RIGHT TO USE STORAGE SPACE S- 1105 - 41, A LIMITED COMMON ELEMENT, IN THE LEGACY AT MILLENNIUM PARK CONDOMINIUM, AS DELINEATED ON THE PLAT OF SURVEY OF PART OF THE FOLLOWING DESCRIBED PARCELS OF REAL ESTATE:

LOTS 6 AND 7 IN BLOCK 1 IN FRACTIONAL SECTION 15, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT A TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR THE LEGACY AT MILLENNIUM PARK CONDOMINIUM DATED SEPTEMBER 22, 2009 AND RECORDED SEPTEMBER 25, 2009 AS DOCUMENT NO. 0926818079, AS AMENDED FROM TIME TO TIME, TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2:

NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE EASEMENT AGREEMENT DATED SEPTEMBER 9, 2005 BY AND BETWEEN THE ART INSTITUTE OF CHICAGO, AND ILLINOIS-NOT-FOR-PROFIT CORPORATION AND MONROE/WABASH DEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY RECORDED SEPTEMBER 9, 2005 AS DOCUMENT 0525232121 FOR INGRESS AND EGRESS THROUGH THE LOBBY AREA AS DESCRIBED THEREIN AND PURSUANT TO THE TERMS CONTAINED THEREIN.

PARCEL3:

NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE RECIPROCAL EASEMENT AND OPERATION AGREEMENT DATED SEPTEMBER 25, 2009 AND RECORDED SEPTEMBER 25, 2009 AS DOCUMENT NO. 0926818077 BY AND BETWEEN MONROE/WABASH DEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND MONROE/WABASH DEVELOPMENT SAIC, LLC, A DELAWARE LIMITED LIABILITY COMPANY (ITS SUCCESSORS, GRANTEEES, AND ASSIGNS) FOR SUPPORT, COMMON WALLS, CEILINGS AND FLOORS, EQUIPMENT AND UTILITIES, INGRESS AND EGRESS, MAINTENANCE AND ENCROACHMENTS, OVER THE LAND DESCRIBED THEREIN.

GRANTOR ALSO HEREBY GRANTS TO THE GRANTEE, ITS SUCCESSOR AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE SUBJECT UNIT DESCRIBED HEREIN, THE RIGHTS AND AND EASEMENTS FOR THE BENEFIT OF SAID UNIT SET FORTH IN THE DECLARATION OF CONDOMINIUM; AND GRANTOR RESERVES TO ITSELF, ITS SUCCESSORS AND ASSIGNS, THE RIGHTS AND EASEMENTS SET FORTH IN SAID DECLARATION FOR THE BENEFIT OF THE REMAINING LAND DESCRIBED THEREIN.

17-15-101-026-1764, 17-15-101-026-1242, 17-15-101-026-1243, 17-15-101-026-1401,