

# UNOFFICIAL COPY

Doc#: 1803149280 Fee: \$66.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 01/31/2018 01:23 PM Pg: 1 of 10

Property of Cook County Clerk's Office

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## POWER OF ATTORNEY

### PARCEL 1:

UNIT 302, IN THE JEFFERSON COURTE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 21 TO 25 IN BLOCK 5 IN FREE'S ADDITION TO VILLAGE OF JEFFERSON, A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE INDIAN BOUNDARY LINE IN COOK COUNTY, ILLINOIS;

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED DECEMBER 30, 1992 AS DOCUMENT 92981535, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE 13 AND STORAGE SPACE 13, LIMITED COMMON ELEMENTS, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 92981535, IN

### Address of Property:

4848 N CENTRAL AVE UNIT 302  
CHICAGO IL 60630

Parcel ID Number: 13-08-428-041-1013

### Prepared by:

JACQUELYN HAYNES  
111 E. WACKER DR  
Chicago, IL 60601

File nr: 17924 ky

**After recording mail to:**  
Altima Title, LLC.  
6444 N. Milwaukee Ave.  
Chicago, IL 60631  
Ph. 312-651-6070

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## ILLINOIS STATUTORY POWER OF ATTORNEY FOR PROPERTY

1. I, **VIVIAN M. LUCKSINGER** of Quincy, IL 62305, hereby revoke all prior powers of attorney for property executed by me and appoint:

**Lynn E. Kunz** of Quincy, IL 62305

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

(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.)

3. In addition to the powers granted above, I grant my agent the following powers, subject to the review and written approval of my attorney, William S. Meckes, or any other attorney whose practice is concentrated in the area of estate planning, elder and disability law. All of the powers listed herein are provided to my agent to facilitate the performance of acts consistent with my written estate plan and shall be exercised in a prudent manner to promote my best interests and personal welfare:

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

- a) My agent may make gifts in such amounts as determined by my agent, in my name and on my behalf, if my agent believes the gifts will provide tax or financial benefits for me or my estate or my family (including my agent), or to my dependants, in any amount; and to charitable organizations in amounts and at times that follow patterns of giving established by me. It is my wish that if I require extended long-term care in a licensed nursing facility, and there is no reasonable likelihood that I will be able to return to living outside of a licensed nursing facility, that my agent make such gifts, as may be possible, consistent with my testamentary intent as set forth in my estate plan, to qualify me for medical assistance benefits to cover the cost of such nursing care, provided that my best interests and welfare are not compromised in any way. If a Federal Gift Tax Return, Form 709, is required to be filed as a result of such transfer, my agent may do so, or cause such to be done, under this agreement.
- b) My agent shall have the power to change beneficiary designations on life insurance policies, annuities, or individual retirement accounts or other retirement plan accounts owned by me.
- c) My Agent shall have the power to establish one or more "individual retirement accounts" or other retirement plans or arrangements in my name.
- d) My agent shall also have the power to sever any joint tenancies or tenancies by the entirety on my behalf.
- e) In addition to the power contained herein, my agent shall have the power to create, alter, amend, fund or revoke any *inter vivos* trust including, but not limited to, any account held as a Totten trust where I am the trustee or co-trustee, and/or to create and fund a special needs trust to benefit a member of my family.

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- f) My agent shall have the power to create and fund a Pooled Trust sub-account, as provided by OBRA'93, 42 U.S.C. sec. 1396p (d)(4)(C).
- g) My agent shall have the power to enter into any contract to provide care for me personally. My agent may employ any professionals and/or family members (including my agent) to provide such care to me. Such care shall be provided at the same rate as commercial caregivers charge within my geographic area.
- h) My agent shall have the power to enter into lending arrangements with the goal of providing me with income at normal commercial rates. My agent shall ensure that the lending arrangement meets the Medicaid criteria so as to be treated as a source of income and not as a countable asset. The form and substance of any lending arrangement shall be similar to any other commercial note and not as a countable asset. The form and substance of any lending arrangement shall be similar to any other commercial note and not as a countable asset. The form and substance of any lending arrangement shall be similar to any other commercial note and not as a countable asset. The form and substance of any lending arrangement shall be similar to any other commercial note and not as a countable asset. My agent may lend to anyone (including my agent) so long as the lending arrangement meets the requirements noted herein. My agent may borrow from any property I hold in trust, and give in return a self-canceling installment note or notes, even if my agent or persons associated with my agent is the payor under such note or notes.
- i) My agent may file an application for any benefit program administered by the state, federal, and/or local government, whether now existing or hereafter adopted, on my behalf, and act as my authorized representative before any governmental agency. In this regard, my agent is authorized to file any forms as may be required to obtain benefits. My agent is also authorized to attend all interviews as may be required to process and apply for benefits, to file any required verifications or reports of changes and, if necessary, to prosecute any Fair Hearings or state and/or Federal Court appeals as may be necessary to prosecute an application or secure my legal right to benefits. My agent is also authorized to receive all notices relating to my application for benefits. My agent may prosecute an Application for a Resource Assessment on behalf of the Community Spouse, and may file any appeals or Fair Hearings with regard thereto. My agent may take all actions required to secure the Minimum Monthly Maintenance Needs Allowance for the Community Spouse, as defined by Medicaid, and may file any appeals of such allowance and seek an increase thereof, whether by Fair Hearing or by Superior Court Spousal Support order under 42 U.S.C. §1396r-5(f)(3) or successor statute.
- j) My agent may convert assets countable for purposes of qualifying for any benefits program, including but not limited to cash, bank accounts, individual retirement accounts, pension and/or profit sharing accounts, 401(k) and 403(b) plans, deferred annuities, revocable burial contracts and life insurance into non-countable assets, including but not limited to the following purchases on my behalf: (1) the purchase of an irrevocable prepaid funeral contract; (2) the purchase of a cemetery plot, casket, casket liner, headstone and payment of all other reasonable funeral and burial expenses; (3) the purchase of essential household items, such as appliances, clothing, household furnishings and personal, non-investment jewelry; and (4) the purchase of an automobile.
- k) My agent may rent any of my real property, whether to third parties or to the agent or persons associated with the agent.
- l) My agent may make a penalty-free transfer of my homestead to any of my adult children, even if such child is the agent or is a person associated with the agent, provided that such child has lived in the said homestead with me for at least two years, and has provided care to me, such that I have been kept out of a nursing facility or residential care facility for such two-year period. My agent may convey legal title to such child by quit claim, warranty, or trustee deed, even if the dispositive provisions of any of my estate planning instruments require a different disposition of said real estate. In such event, neither the agent, nor the transferee of such homestead, nor any of their heirs, executors, legal representatives or assigns shall have any liability whatsoever, whether in law or in equity, to the other named beneficiaries of such homestead, nor to any residuary beneficiaries, nor to any other party, on account of such transfer.
- m) My agent may use some or all of my assets to purchase an immediate annuity with an insurance or annuity company, or may enter into a private annuity agreement, even if the agent or persons associated with the agent is the obligor under such private annuity agreement, provided that any such annuity, whether commercial or private, is "actuarially sound" within the meaning of HCFA Transmittal No. 64 (Nov. 1994), and provided further that such annuity is irrevocable and non-assignable.
- n) The power to have access to all digital assets (meaning electronic records which an individual has a right to or interest in, as noted in the Revised Uniform Fiduciary Access to Digital Assets Act) that I might own from time to time, including, for example, Facebook accounts, Twitter accounts, LinkedIn accounts, Google accounts and/or E-Mail accounts. Accordingly, this Power of Attorney is a directive to all "custodians" of digital accounts to disclose to my agent all my digital assets.
- o) My agent shall have the power, in connection with any pension, profit sharing or stock bonus plan, individual retirement arrangement, Roth IRA, § 403(b) annuity or account, § 457 plan, or any other retirement plan, arrangement or annuity in which I am a participant or of which I am a beneficiary (whether established by my Agent or otherwise) (each of which is hereinafter referred to as "such Plan"), my Agent shall have the following powers, in addition to all other applicable powers granted by this instrument:

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- a. To make contributions (including "rollover" contributions) or cause contributions to be made to such Plan with my funds or otherwise on my behalf.
- b. To receive and endorse checks or other distributions to me from such Plan, or to arrange for the direct deposit of the same in any account in my name or in the name of my living trust.
- c. To elect a form of payment of benefits from such Plan, to withdraw benefits from such Plan, to make contributions to such Plan and to make, exercise, waive or consent to any and all elections and/or options that I may have regarding the contributions to, investments or administration, of, or distribution or form of benefits under, such Plan.
- d. To designate my spouse, if living, otherwise my issue surviving me by right of representation, as beneficiary of any benefits payable under such Plan on account of my death.

(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 DISCRETIONARY 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 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 THIS POWER IS SIGNED AND WILL CONTINUE UNTIL YOUR DEATH, UNLESS A LIMITATION ON THE BEGINNING DATE OR DURATION IS MADE BY INITIALING AND COMPLETING ONE OR BOTH OF PARAGRAPHS 6 AND 7.)

6. This power of attorney shall become effective immediately upon signature by me.

(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. This power of attorney shall terminate on my date of death.

(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:

Richard J. Kunz of Quincy IL. 62305;

In the event none of the above named agents are willing or able to serve, I grant my last serving agent authority to name a successor agent.

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 incompetent 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 act as guardian.)

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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.

8-7-17

*Vivian M. Lucksinger*  
VIVIAN M. LUCKSINGER (principal)

(NOTE: This power of attorney will not be effective unless it is 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 VIVIAN M. LUCKSINGER, 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: 8/7/17

*[Signature]*  
Witness

(NOTE: Illinois requires only 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 VIVIAN M. LUCKSINGER, 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 herein 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: 8/7/17

*[Signature]*  
Witness

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State of Illinois )  
County of Adams ) ss.

The undersigned, a notary public in and for the above county and state, certifies that VIVIAN M. LUCKSINGER, 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(es),

Witness #1 William S. Meckes

Witness #2 Anne Schrader (if applicable)

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: 08/07/2017 Susan M. Mast  
Notary Public

My commission expires \_\_\_\_\_





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## IMPORTANT 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:
  - a) act so as to create a conflict of interest that is inconsistent with the other principles in this Notice to Agent;
  - b) do any act beyond the authority granted in this power of attorney;
  - c) commingle the principal's funds with your funds;
  - d) borrow funds or other property from the principal, unless otherwise authorized;
  - e) 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:

"(Principal's Name) by (Your Name) as Agent"

For Example, you would sign as follows: *John Smith by Jane Doe 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. The specific terms of Section 3-4 is included on the following pages.

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, please contact my office.

*William S. Meckes*

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SECTION 3-4 OF THE ILLINOIS STATUTORY SHORT FORM  
POWER OF ATTORNEY FOR PROPERTY LAW  
(755 ILCS 45/3-4)

This Section defines each category of powers listed in the statutory short form power of attorney for property and the effect of granting powers to an agent, and is incorporated by reference into the statutory short form. Incorporation by reference does not require physical attachment of a copy of this Section 3-4 to the statutory short form power of attorney for property. When the title of any of the following categories is retained (not struck out) in a statutory property power form, the effect will be to grant the agent all of the principal's rights, powers and discretions with respect to the types of property and transactions covered by the retained category, subject to any limitations on the granted powers that appear on the face of the form. The agent will have authority to exercise each granted power for and in the name of the principal with respect to all of the principal's interests in every type of property or transaction covered by the granted power at the time of exercise, whether the principal's interests are direct or indirect, whole or fractional, legal, equitable or contractual, as a joint tenant or tenant in common or held in any other form; but the agent will not have power under any of the statutory categories (a) through (o) to make gifts of the principal's property, to exercise powers to appoint to others or to change any beneficiary whom the principal has designated to take the principal's interests at death under any will, trust, joint tenancy, beneficiary form or contractual arrangement. The agent will be under no duty to exercise granted powers or to assume control of or responsibility for the principal's property or affairs; but when granted powers are exercised, the agent will be required to act in good faith for the benefit of the principal using due care, competence, and diligence in accordance with the terms of the statutory property power and will be liable for negligent exercise. The agent may act in person or through others reasonably employed by the agent for that purpose and will have authority to sign and deliver all instruments, negotiate and enter into all agreements and do all other acts reasonably necessary to implement the exercise of the powers granted to the agent.

(a) Real estate transactions. The 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.

(b) Financial institution transactions. The agent is authorized to: open, close, continue and control all accounts and deposits in any type of financial institution (which term includes, without limitation, banks, trust companies, savings and building and loan associations, credit unions and brokerage firms); deposit in and withdraw from and write checks on any financial institution account or deposit; and, in general, exercise all powers with respect to financial institution transactions which the principal could if present and under no disability. 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 [735 ILCS 45/3-3]. This authorization shall not apply to accounts titled in the name of any trust subject to the provisions of the Trusts and Trustees Act [760 ILCS 5/1 et seq.], for which specific reference to the trust and a specific grant of authority to the agent to withdraw income or principal from such trust is required pursuant to Section 2-9 of the Illinois Power of Attorney Act [765 ILCS 45/2-9] and subsection (n) of this Section.

(c) Stock and bond transactions. The agent is authorized to: buy and sell all types of securities (which term includes, without limitation, stocks, bonds, mutual funds and all other types of investment securities and financial instruments); collect, hold and surrender all dividends, interest, earnings, proceeds of sale, distributions, shares, certificates and other evidences of ownership paid or distributed with respect to securities; exercise all voting rights with respect to securities in person or by proxy, enter into voting trusts and consent to limitations on the right to vote; and, in general, exercise all powers with respect to securities which the principal could if present and under no disability.

(d) Tangible personal property transactions. The agent is authorized to: buy and sell, lease, exchange, collect, possess and take title to all tangible personal property; move, store, ship, restore, maintain, repair, improve, manage, preserve, insure and safekeep tangible personal property; and, in general, exercise all powers with respect to tangible personal property which the principal could if present and under no disability.

(e) Safe deposit box transactions. The agent is authorized to: open, continue and have access to all safe deposit boxes; sign, renew, alter or terminate any safe deposit contract; drill or surrender any safe deposit box; and, in general, exercise all powers with respect to safe deposit matters which the principal could if present and under no disability.

(f) Insurance and annuity transactions. The agent is authorized to: procure, acquire, continue, renew, terminate or otherwise deal with any type of insurance or annuity contract (which terms include, without limitation, life, accident, health, disability, automobile casualty, property or liability insurance); pay premiums or assessments on or surrender and collect all distributions, proceeds or benefits payable under any insurance or annuity contract; and, in general, exercise all powers with respect to insurance and annuity contracts which the principal could if present and under no disability.

(g) Retirement plan transactions. The agent is authorized to: contribute to, withdraw from and deposit funds in any type of retirement plan (which term includes, without limitation, any tax qualified or nonqualified pension, profit sharing, stock bonus, employee savings and other retirement plan, individual retirement account, deferred compensation plan and any other type of employee benefit plan); select and change payment options for the principal under any retirement plan; make rollover contributions from any retirement plan to other retirement plans or individual retirement accounts; exercise all investment powers available under any type of self-directed retirement plan; and, in general, exercise all powers with respect to retirement plans and retirement plan account balances which the principal could if present and under no disability.

(h) Social Security, unemployment and military service benefits. The agent is authorized to: prepare, sign and file any claim or application for Social Security, unemployment or military service benefits; sue for, settle or abandon any claims to any benefit or assistance under any federal, state, local



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or foreign statute or regulation; control, deposit to any account, collect, receipt for, and take title to and hold all benefits under any Social Security, unemployment, military service or other state, federal, local or foreign statute or regulation; and, in general, exercise all powers with respect to Social Security, unemployment, military service and governmental benefits which the principal could if present and under no disability.

(i) **Tax matters.** The agent is authorized to: sign, verify and file all the principal's federal, state and local income, gift, estate, property and other tax returns, including joint returns and declarations of estimated tax; pay all taxes; claim, sue for and receive all tax refunds; examine and copy all the principal's tax returns and records; represent the principal before any federal, state or local revenue agency or taxing body and sign and deliver all tax powers of attorney on behalf of the principal that may be necessary for such purposes; waive rights and sign all documents on behalf of the principal as required to settle, pay and determine all tax liabilities; and, in general, exercise all powers with respect to tax matters which the principal could if present and under no disability.

(j) *(As amended by P.A. 96-1195, effective July 1, 2011)* **Claims and litigation.** The agent is authorized to: institute, prosecute, defend, abandon, compromise, arbitrate, settle and dispose of any claim in favor of or against the principal or any property interests of the principal; collect and receipt for any claim or settlement proceeds and waive or release all rights of the principal; employ attorneys and others and enter into contingency agreements and other contracts as necessary in connection with litigation; and, in general, exercise all powers with respect to claims and litigation which the principal could if present and under no disability. The statutory short form power of attorney for property does not authorize the agent to appear in court or any tribunal as an attorney-at-law for the principal or otherwise to engage in the practice of law without being a licensed attorney who is authorized to practice law in Illinois under applicable Illinois Supreme Court Rules.

(k) **Commodity and option transactions.** The agent is authorized to: buy, sell, exchange, assign, convey, settle and exercise commodities futures contracts and call and put options on stocks and stock indices traded on a regulated options exchange and collect and receipt for all proceeds of any such transactions; establish or continue option accounts for the principal with any securities or futures broker; and, in general, exercise all powers with respect to commodities and options which the principal could if present and under no disability.

(l) **Business operations.** The agent is authorized to: organize or continue and conduct any business (which term includes, without limitation, any farming, manufacturing, service, mining, retailing or other type of business operation) in any form, whether as a proprietorship, joint venture, partnership, corporation, trust or other legal entity; operate, buy, sell, expand, contract, terminate or liquidate any business; direct, control, supervise, manage or participate in the operation of any business and engage, compensate and discharge business managers, employees, agents, attorneys, accountants and consultants; and, in general, exercise all powers with respect to business interests and operations which the principal could if present and under no disability.

(m) **Borrowing transactions.** The 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 note 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.

(n) **Estate transactions.** The agent is authorized to: accept, receipt for, exercise, release, reject, renounce, assign, disclaim, demand, sue for, claim and recover any legacy, bequest, devise, gift or other property interest or payment due or payable to or for the principal; assert any interest in and exercise any power over any trust, estate or property subject to fiduciary control; establish a revocable trust solely for the benefit of the principal that terminates at the death of the principal and is then distributable to the legal representative of the estate of the principal; and, in general, exercise all powers with respect to estates and trusts which the principal could if present and under no disability; provided, however, that the agent may not make or change a will and may not revoke or amend a trust revocable or amendable by the principal or require the trustee of any trust for the benefit of the principal to pay income or principal to the agent unless specific authority to that end is given, and specific reference to the trust is made, in the statutory property power form.

(o) *(As amended by P.A. 96-1195, effective July 1, 2011)* **All other property transactions.** The agent is authorized to: exercise all possible authority of the principal with respect to all possible types of property and interests in property, except to the extent limited by subsections (a) through (n) of this Section 3-4 and to the extent that the principal otherwise limits the generality of this category (o) by striking out one or more of categories (a) through (n) or by specifying other limitations in the statutory property power form.

# UNOFFICIAL COPY

## NOTICE TO THE INDIVIDUAL SIGNING THE ILLINOIS STATUTORY SHORT FORM 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. This form is a part of that law. The "NOTE" paragraphs throughout this form are instructions.

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:

W.M.L.  
(Principal's initials)