Doc#. 1809249158 Fee: \$70.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 04/02/2018 11:44 AM Pg: 1 of 12

# [Space Above Is For Recording Data] A18-0412 (ED)

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#### PREPARED BY:

Alliance Title Corp., SIT'S OFFICE 5523 N. Cumberland Ave., Ste 1211 Chicago, Il 60656

#### **RETURN TO:**

Alliance Title Corp., 5523 N. Cumberland Ave., Ste 1211 Chicago, II 60656

1809249158 Page: 2 of 12

#### **UNOFFICIAL COPY**

#### -OFFICIAL-DURABLE POWER OF ATTORNEY FORM

I. NOTICE - This legal document grants you (Hereinafter referred to as the "Principal") the right to transfer unlimited financial powers to someone else (Hereinafter referred to as the "Attorney-in-Fact"), unlimited financial powers are described as: all financial decision making power legal under law. The Principal's transfer of financial powers to the Attorney-in-Fact are granted upon authorization of this agreement, and stay in effect in the event of incapacitation by the Principal (incapacitation is described in Paragraph II). This agreement does not authorize the Attorney-in-Fact to make medical decisions for the Principal. The Principal continues to retain every right to all their financial decision making power and may revoke this Durable Power of Attorney Form at anytime. The Principal may include restrictions or requests pertaining to the financial decision making power of the Attorney-in-Fact. It is the intent of the Attorney-in-Fact to act in the Principal's wishes put forth, or, to make financial decisions that fit the Principal's best interest. All parties authorizing this agreement must be at least 18 years of age and acting under no false pressures or outside influences. Upon authorization of this Durable Power of Attorney Form, it will evoke any previously valid Durable Power of Attorney Form.

II. INCAPACITATION - The powers granted to the Attorney-in-Fact by the Principal in this Durable Power of Attorney Form stay in effect upon incapacitation by the Principal, incapacitation is describes as: A medical physician stating verbally or in writing that the Principal can no longer make decisions for them self.

III. REVOCATION - The Principal has the right to revoke this Durable Power of Attorney Form at anytime. Any revocation will be effective if the Principal either:

- A. Authorizes a new Durable Power of Attorney Form.
- B. Authorizes a Power of Attorney Revocation Form.

IV. WITNESS & NOTARY - This document is not valid as a Durable Power of Attorney unless it is acknowledged before a notary public or is signed by at least two adult witnesses who are present when the Principal signs or acknowledges the Principal's signature. It is recommended to have this Durable Power of Attorney Form notarized.

1809249158 Page: 3 of 12

## **UNOFFICIAL COPY**

<u>V. PRINCIPAL</u> - I, Virginia Villarreal, residing at
2728 North 75th Court
Street Address of Principal
City of Elmwood Park , State of Illinois , appoint
City of Principal  the following as my Attorney-in-Fact, whom I trust with any and all my financial decision making power immediately upon the authorization of this form, and in the event that I should become incapacitated:
VI. ATTORNEY-IN-FACT - Eliseo Villarreal , residing at Name of Attorney-in-Fact
3646 N. Olcott
Street Address of Attorney-in-Fact
City of Chicago, State of Illinois grant
the Attorney-in-Fact the legal authority to act on my behalf for any power legal under law in regard to my financial decisions under the State of
Illinois State
VII. SUCCESSOR ATTORNEY-IN-FACT (Optional) If the Attorney-in-Fact name
above cannot or is unwilling to serve, then I appoint N/A  Nur e of Successor Attorney-in-Fac
residing at N/A
City of N/A, State of N/Agrant
City of N/A , State of N/A grant  City of Successor Attorney-in-Fact  the Attorney-in-Fact the legal authority to act on my behalf for any power legal under law in regard to my financial decisions under the State of
Illinois State
<u>VIII. TERMS &amp; CONDITIONS</u> - Upon authorization by all parties, the Attorney-in Fact accepts their designation to act in the Principal's best interests for all financial decisions legal under law.
TO GRANT ONE OR MORE, BUT FEWER THAN ALL, OF THE FOLLOWING POWERS,
INITIAL THE LINE IN FRONT OF EACH POWER YOU ARE GRANTING. TO WITHHOLE A POWER, DO NOT INITIAL THE LINE IN FRONT OF IT. YOU MAY, BUT
NEED NOT, CROSS OUT EACH POWER WITHHELD.

Note: If you initial Item A or Item B, which follow, a notarized signature will be required on behalf of the Principal.

#### INITIAL

- (A) Real property transactions. To lease, sell, mortgage, purchase, exchange, and acquire, and to agree, bargain, and contract for the lease, sale, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any interest in real property whatsoever, on such terms and conditions, and under such covenants, as my Agent shall deem proper; and to maintain, repair tear down, alter, rebuild, improve manage, insure, move, rent, lease, sell, convey, subject to liens, mortgages, and security deeds, and in any way or manner deal with all or any part of any interest in real property whatsoever, including specifically, but without limitation, real property lying and being situated in the State of California, under such terms and conditions, and under such covenants, as my Agent shall deem proper and may for all deferred payments accept purchase money notes payable to me and secured by mortgages or deeds to secure debt, and may from time to time collect and cancel any of said notes, mortgages, security interests, or deeds to secure debt.
- (B) Tangible personal property transactions. To lease, sell, mortgage, purchase, exchange, and acquire, and to agree, bargain, and contract for the lease, sale, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any personal property whatsoever, tangible or intangible, or interest thereto, on such terms and conditions, and under such covenants, as my Agent shall deem proper; and to maintain, repair, improve, manage, insure, rent, lease, sell, convey, subject to liens or mortgages, or to take any other security interests in said property which are recognized under the Uniform Commercial Code as adopted at that time under the laws of the State of California or any applicable state, or otherwise hypothecate (pledge), and in any way or manner deal with all or any part of any real or personal property whatsoever, tangible or intangible, or any interest therein, that hown at the time of execution or may thereafter acquire, under such terms and coorditions, and under such covenants, as my Agent shall deem proper.
- <u>VV</u> (C) Stock and bond transactions. To purchase, sell, exchange, surrender, assign, redeem, vote at any meeting, or otherwise transfer any and all shares of stock, bonds, or other securities in any business, association, corporation, partnership, or other legal entity, whether private or public, now or hereafter belonging to me.
- $\underline{v}\,\underline{v}\,\underline{v}$  (D) Commodity and option transactions. 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.

- (E) Banking and other financial institution transactions. To make, receive, sign, endorse, execute, acknowledge, deliver and possess checks, drafts, bills of exchange, letters of credit, notes, stock certificates, withdrawal receipts and deposit instruments relating to accounts or deposits in, or certificates of deposit of banks, savings and loans, credit unions, or other institutions or associations. To pay all sums of money, at any time or times, that may hereafter be owing by me upon any account, bill of exchange, check, draft, purchase, contract, note, or trade acceptance made, executed, endorsed, accepted, and delivered by me or for me in my name, by my Agent. To borrow from time to time such sums of money as my Agent may deem proper and execute promissory notes, security deeds or agreements, financing statements, or other security instruments in such form as the lender may request and renew said notes and security instruments from time to time in whole or in part. To have free access at any time or times to any safe deposit box or vault to which! or ght have access.
- $\underline{\mathcal{V}}\underline{\mathcal{V}}$  (F) Business operating transactions. To conduct, engage in, and otherwise transact the affairs of any and all lawful business ventures of whatever nature or kind that I may now or hereafter be involved in.
- $\underline{\nu}\,\underline{\nu}'$  (G) Insurance and annuity transactions. To exercise or perform any act, power, duty, right, or obligation, in regard to any contract of life, accident, health, disability, liability, or other type of insurance or any combination of insurance; and to procure new or additional contracts of insurance for me and to designate the beneficiary of same; provided, however, that my Agent cannot designate himself or herself as reneficiary of any such insurance contracts.
- (H) Estate, trust, and other beneficiary transactions. 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 exercise 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.
- $\underline{\mathcal{V}\mathcal{V}}_{-}$  (I) Claims and litigation. To commence, prosecute, discontinue, or defend all actions or other legal proceedings touching my property, real or personal, or any part thereof, or touching any matter in which I or my property, real or personal, may be in any way concerned. To defend, settle,

adjust, make allowances, compound, submit to arbitration, and compromise all accounts, reckonings, claims, and demands whatsoever that now are, or hereafter shall be, pending between me and any person, firm, corporation, or other legal entity, in such manner and in all respects as my Agent shall deem proper.

- <u>Vi</u> (J) Personal and family maintenance. To hire accountants, attorneys at law, consultants, clerks, physicians, nurses, agents, servants, workmen, and others and to remove them, and to appoint others in their place, and to pay and allow the persons so employed such salaries, wages, or other remunerations, as my Agent shall deem proper.
- governmental programs, or military service. 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 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, including but not limited to Medicare and Medicaid, which the principal could exercise if present and under no disability.
- (L) Retirement plan transactions. 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 employeebenefit 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.
- <u>UU</u> (M) Tax matters. To prepare, to make elections, to execute and to file all tax, social security, unemployment insurance, and informational returns required by the laws of the United States, or of any state or subdivision thereof, or of any foreign government; to prepare, to execute, and to file all other papers and instruments which the Agent shall think to be desirable or necessary for safeguarding of me against excess or illegal taxation or against penalties imposed for claimed violation of any law or other governmental regulation; and to pay, to compromise, or to contest or to apply for refunds in connection with any taxes or assessments for which I am or may be liable.
- IX. THIRD PARTIES I, the Principal, agree that any third party receiving a copy via: physical copy, email, or fax that I, the Principal, will indemnify and hold harmless any and all claims that may be put forth in reference to this

1809249158 Page: 7 of 12

### **UNOFFICIAL COPY**

Durable Power of Attorney Form.

<u>X. COMPENSATION</u> - The Attorney-in-Fact agrees not to be compensated for acting in the presence of the Principal. The Attorney-in-Fact may be, but not entitled to, reimbursement for all: food, travel, and lodging expenses for acting in the presence of the Principal.

XI. DISCLOSURE - I intend for my attorney-in-fact under this Power of Attorney to be treated, as I would be with respect to my rights regarding the use and disclosure of my individually identifiable health information or other medical records. This release authority applies to any information governed by the Health insurance Portability and Accountability Act of 1996 (aka HIPAA), 42 USC 1320d and 45 CFR 160-164

XII. PRINCIPAL'S SIGNATURE - I, Virgin	ia Villarreal ed Name of Principal	, the Principal,
sign my name to this power of attorney  and, being	this <u>   </u> day	
undersigned authority that I sign and ex attorney and that I sign it willingly, or withat I execute it as my free and volunta power of attorney and that I am eightee and under no constraint or undue influe	villingly direct anoury arv act for the purp an years of age or o	ther to sign for me, loses expressed in the
XIII. ATTORNEY-IN-FACT'S SIGNATURE	- I, <u>Eliseo Villarre</u> :	it
have read the attached power of attorn attorney-in-fact for the principal. I here appointment as Attorney-in-Fact and th the powers for the benefit of the principal principal separate from my assets; I sha prudence; and I shall keep a full and acc and disbursements on behalf of the principal	ey and am the pereby acknowledge a at when I act as agpai; I shall keep the curate record of all	nd accept my gent I shad exercise he assets of the able caution and
Flio Mand		1-2011
Signature of Attorney-in-Fact		Date

1809249158 Page: 8 of 12

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## I, N/A have read the attached power of Name of successor Attorney-in-Fact

XIV. SUCCESSOR ATTORNEY-IN-FACT'S SIGNATURE (Optional) -

attorney and am the person identified as the successor attorney-in-fact for the principal. I hereby acknowledge that I accept my appointment as Successor Attorney-in-Fact and that, in the absence of a specific provision to the contrary in the power of attorney, when I act as agent I shall exercise the powers for the benefit of the principal; I shall keep the assets of the principal separate from my assets; I shall exercise reasonable caution and prudence; and I shall keep a full and accurate record of all actions, receipts, and disbursements on behalf of the principal.

Signature of Successor Attorney in Fact

Date

Only

O

1809249158 Page: 9 of 12

## **UNOFFICIAL COPY**

Witness	Attestation
presence and hearing of the principal, the principal's signing and that to the	the foregoing power of attorney being the undersigned authority that the ument as him or her, and that I, in the sign this power of attorney as witness to
influence.	
Signature of E ist Witness	Signature of Second Witness

1809249158 Page: 10 of 12

## **UNOFFICIAL COPY**

#### Notary Acknowledgement (Must be completed by Notary)

State of [1] (line) County of	Kane		Subscribed
Sworn and acknowledged before		rainia Villacreal	the
Principal, and subscribed and sw			Ericu Ayala
witness, this//#		JANARATY 2011	
1.0	•	,	
	~~	·····	~~~
Notary Signature	}	"OFFICIAL SEAL GERARDO RODRIGUEZ	<b>}</b>
	}	NOTARY PUBLIC STATE OF ILLIN	10IS <b>{</b>
Notary Public	<b>₹</b> мү	COMMISSION EXPIRES OCTOBER	18. 2015
In and for the County of Kane			
State of Jilinoi?			
My commission expires:	-2015	Seal	
Acknowledgement and Accepta	nce of Annoi	ntmont as Attornov	-in-Fact
Acknowledgement and Acceptai	ice of Appoi	nument as Attorney	-III-I act
I, Eliseo Villarreal	have rea	d the attached powe	er of attorney
Name of Attorney-in-Fcct	nave rea	a the attached power	or accorney
and am the person identified as t	he attorney-	in-fact for the princ	ipal. I hereby
acknowledge that accept my app	•	•	•
act as agent I shall exercise the p	owers for th	e benefit of the prin	icipal; I shall
keep the assets of the principal s	eparate from	ı my assets; I shall e	xercise
reasonable caution and prudence	; and 'shall !	keep a full and accu	rate of all
actions, receipts and disbursement	nts on behalf	of the principal.	
		X	
Les Allel		11-2011	
Signature of Attorney-in-Fact		<b>∂at</b> €	
Acceptance of Appoint	ment as suc	cessor Attorney-in-	Fact
		4	
I, <u>N/A</u>	have rea	d the attached rowe	er of
Name of successor Attorney-in-Fact			
attorney and am the person ident			
principal. I hereby acknowledge t	•		
Attorney-in-Fact and that, in the			
in the power of attorney, when I			
the benefit of the principal; I sha	•	, ,	,
from my assets; I shall exercise re			
keep a full and accurate record o	f all actions,	receipts, and disbur	rsements on
behalf of the principal.			
Signature of Successor Attorney-in-Fact		Date	

1809249158 Page: 11 of 12

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#### AFFIDAVIT TO ESTABLISH RELIANCE UPON POWER OF ATTORNEY AGENT'S CERTIFICATION AND ACCEPTANCE OF AUTHORITY **PURSUANT TO 755 ILCS 45/2-8**

I, (insert name of agent), certify that the attached is a true copy of a power of attorney naming the undersigned as agent or successor agent for Virginia Villarreal (insert name of principal).

I certify that to the best of my knowledge the principal had the capacity to execute the power of attorney, is alive, and has not revoked the power of attorney; that my powers as agent have not been altered or terminated; and that

the power of attorney remains in full force and effect.

I accept appointment as agent under this power of attorney. This certification and acceptance is made under penalty of perjury.\* Dated: (Agent's Signature) -OLCOTT CHICACO, IL 60634 (Print Agent's Name and address) \*(NOTE: Perjury is defined in Section 32-2 of the Cri minal Code of 2012, and is a Class 3 felony.) Signed and sworp to before me this &X 2018. Notary Public EWA DANOWSKI NOTARY PUBLIC - STATE OF ILLINO T'S OFFICE

1809249158 Page: 12 of 12

### **UNOFFICIAL COPY**

#### **Legal Description**

LOT 9 AND THE NORTH 10 FEET OF LOT 10 IN BLOCK 4 (A TRACT) IN ELLSWORTH, A SUBDIVISION OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 2728 N. 75th Court Elmwood Park, IL 60707

Property of Cook County Clark's Office Pin: 12-25-400-025-0000

Legal Description A18-0412/46