

# UNOFFICIAL COPY

Prepared by:

James M. Weck  
10 S. LaSalle St.  
Chicago, IL 60603

Mail To:

Matthew Bell  
1423 N. Ashland  
Unit 401  
Chicago, IL 60622

Durable Power of Attorney for Martin McDonnell



\*1810844088\*

Doc# 1810844088 Fee \$54.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A.YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 04/18/2018 12:28 PM PG: 1 OF 9

Legal Description:

LOT 3 IN BLOCK 3 IN DEVON-WESTERN ADDITION TO ROGERS PARK, A SUBDIVISION OF LOTS 1 TO 24 IN FABER'S SUBDIVISION OF THE SOUTH 6 CHAINS OF THE SOUTHWEST ¼ OF SECTION 31, TOWNSHIP 41 NORTH RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 6428 N. Hoyne Ave., Chicago, Illinois 60645

Permanent Index Number: 11-31-317-020-0000

JA

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## DURABLE FINANCIAL POWER OF ATTORNEY

I, Martin McDonnell of 2215 Birchwood Ave., Wilmette, Illinois 60091 (hereinafter known as the "Principal"), **HEREBY DESIGNATE** Matthew Bell of 1423 N. Ashland, Unit 401, Chicago, Illinois, 60622, (hereinafter known as the "Agent"), to act as the Agent for the Principal's benefit, and shall exercise powers in the Principal's best interest and general welfare, as a fiduciary.

### APPOINTMENT OF ALTERNATE AGENT

There shall be no other individuals authorized to make financial decisions on the Principal's behalf.

### THE PRINCIPAL DELEGATES THE FOLLOWING POWERS TO THE AGENT

(The Principal must Initial in the preceding space to all the powers (**IN BOLD**) if either granted or negated)

mm **BANKING** - The Agent SHALL NOT have access to any of the Principal's bank accounts or be able to write checks that withdraw from any account under the Principal's ownership. Furthermore, the Agent shall not have access to any financial account where funds are located and in the Principal's name, personal or business related.

mm **BUSINESS INTEREST** - The Agent SHALL NOT have the power to operate, buy, or sell any business entity that the Principal owns a portion of or entirely.

mm **SAFE DEPOSIT BOX** - The Agent SHALL NOT have access to any Safe Deposit boxes rented by the Principal or any that they may have access.

mm **STOCKS AND BONDS** - The Agent SHALL NOT have the right to buy, sell, or exchange the Principal's stocks and/or bonds.

mm **COMMODITIES AND OPTIONS** - The Agent SHALL NOT have the power to buy, sell, exchange, assign, settle, and exercise commodity futures contracts and call or put options on stocks or stock indexes traded on a regulated option exchange; and establish, continue, modify, and terminate option accounts on behalf of the Principal.

mm **CLAIMS AND LITIGATION** - The Agent SHALL NOT have power over any of the Principal's litigations and/or claims.

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mm **LENDING & BORROWING** - The Agent SHALL NOT have the right to make any type of loan, promissory note, borrow money, mortgage (for collateral or security for payment) in the Principal's name. In addition, the Agent shall not be able to use any of the Principal's property, real or personal, as security or collateral for any loan or promissory note.

mm **GOVERNMENT BENEFITS** - The Agent SHALL NOT have access to any Government Benefits the Principal has or may be entitled to including but not limited to Social Security, Medicare, Medicaid, and Military Service related.

mm **RETIREMENT PLANS** - The Agent SHALL NOT have the power to contribute to, select payment option of, roll-over, and receive benefits of any retirement plan or IRA the Principal owns or has interest. Furthermore, the Agent shall not have power to change the beneficiary of any of the Principal's retirement plans or IRAs.

mm **TAXES** - The Agent SHALL NOT have the power to: complete or sign any local, state, or federal tax return on the Principal's behalf; to pay taxes or assessments due; receive credits/refunds owed to the Principal; and sign any tax agency documents.

mm **INSURANCE AND ANNUITIES** - The Agent SHALL NOT have any powers over any insurance policy or annuity that is under the Principal's control or interest.

mm **ESTATES, TRUSTS, AND OTHER BENEFICIAL INTERESTS** - The Agent SHALL NOT have any powers over any insurance policy or annuity that is under the Principal's control or interest.

mm **REAL ESTATE** - In regards to real estate commonly known as 6428 N. Hoyne Ave, Chicago, IL 60645 – PIN 11-31-317-020-0000; more particularly described as follows:

LOT 3 IN BLOCK 3 IN DEVON-WESTERN ADDITION TO ROGERS PARK  
A SUBDIVISION OF LOTS 1 TO 24 IN FABER'S SUBDIVISION OF THE  
SOUTH 6 CHAINS OF THE SOUTHWEST ¼ OF SECTION 31, TOWNSHIP  
41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN  
COOK COUNTY, ILLINOIS.

The Principal authorizes the Agent to:

Sell; exchange; convey with or without covenants, representations, or warranties; quitclaim; release; surrender; retain title for security; encumber; partition; consent to partitioning; subject to an easement or covenant; subdivide; apply for zoning or other governmental permits; plat or consent to platting; develop; grant an option concerning; lease; sublease; contribute to an entity in exchange for an interest in that entity; or otherwise grant or dispose of an interest in real property or a right incident to real property;

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Release, assign, satisfy, or enforce by litigation or otherwise a mortgage, deed of trust, conditional sale contract, encumbrance, lien, or other claim to real property which exists or is asserted;

- i. Manage or conserve an interest in real property or a right incident to real property owned or claimed to be owned by the Principal, including:
- ii. Insuring against liability or casualty or other loss;
- iii. Obtaining or regaining possession of or protecting the interest or right by litigation or otherwise;
- iv. Paying, assessing, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with them; and
- v. Purchasing supplies, hiring assistance or labor, and making repairs or alterations to the real property;

mm **PERSONAL & FAMILY MAINTENANCE** - The Agent SHALL NOT have the Power, on the Principal's behalf, to assist in handling any of their family obligations whatsoever.

mm **GIFTS** - The Agent SHALL NOT have the power to make gifts of any kind on the Principal's behalf.

mm **SPECIAL INSTRUCTIONS** - The Principal SHALL NOT grant any additional powers or instructions to the Agent other than the powers listed under this power of attorney.

## EFFECTIVE DATE

This power of attorney shall begin:

(Initial)

mm - Immediately upon the execution of this document. These powers shall not be affected by any subsequent disability or incapacity the Principal may experience in the future.

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## **AUTHORITY OF AGENT**

Any party dealing with the Agent hereunder may rely absolutely on the authority granted herein and need not look to the application of any proceeds nor the authority of the Agent as to any action taken hereunder. In this regard, no person who may in good faith act in reliance upon the representations of the Agent or the authority granted hereunder shall incur any liability to the Principal or their estate as a result of such act. The Principal hereby ratify and confirm whatever the Agent shall lawfully do under this instrument. The Agent is authorized as he or she deems necessary to bring an action in court so that this instrument shall be given the full power and effect that the Principal intends on by executing it.

## **LIABILITY OF AGENT**

The Agent shall not incur any liability to the Principal under this power except for a breach of fiduciary duty.

## **REIMBURSEMENT AND COMPENSATION**

The Agent is not entitled to any reimbursement for reasonable expenses incurred in exercising the powers hereunder. Furthermore, the Agent shall not be entitled to any compensation for their duties as Agent.

## **AMENDMENT AND REVOCATION**

The Principal can amend or revoke this power of attorney at anytime, if the Principal is not incapacitated, by a document delivered to the Agent. Any amendment or revocation is ineffective as to a third party until such third party has notice of such revocation or amendment.

This power of attorney hereby revokes any and all financial powers of attorney the Principal may have executed in the past.

## **STATE LAW**

This power of attorney is governed by the laws of the State of Illinois. Unless the Principal specifically limits the period of time that this power of attorney will be in effect, the Agent may exercise the powers given to him or her after (s)he becomes incapacitated. A court, however, can take away the powers of the Agent if it finds that the Agent is not acting properly. The Principal may also revoke this power of attorney at their desire. This power of attorney does not authorize the Agent to appear in court for the Principal 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.

## **PHOTOCOPIES**

Photocopies of this document can be relied upon as though they were originals.

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IN WITNESS WHEREOF, I executed this power of attorney on April 16th 2018 in the presence of a notary public and at least one (1) witness.

Principal's Signature 

Martin McDonnell

Property of Cook County Clerk's Office

COOK COUNTY  
RECORDER OF DEEDS

COOK COUNTY  
RECORDER OF DEEDS

COOK COUNTY  
RECORDER OF DEEDS

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## AGENT'S CERTIFICATION AND ACCEPTANCE OF AUTHORITY

I, Matthew Bell, certify that the attached is a true copy of a power of attorney naming the undersigned as Agent for Martin McDonnell. 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.

Agent's Signature



Matthew Bell of 1423 N. Ashland, Unit 401, Chicago, Illinois, 60622.

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(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 Martin McDonnell, 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: 4/16/18 Signed: [Signature] (Witness)

## NOTARY ACKNOWLEDGMENT

STATE OF Illinois

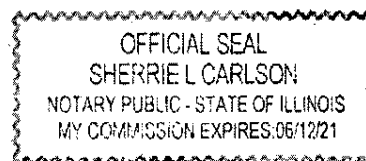
Cook County, ss.

On this 16 day of April, 2018, before me appeared Martin McDonnell, as Principal of this power of attorney who proved to me through government issued photo identification to be the above-named person, in my presence executed this foregoing instrument and acknowledged that (s)he executed the same as his/her own free act and deed.

Sherrie L Carlson

Notary Public

SEAL



My commission expires: 6/12/2021

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## AFFIDAVIT FOR RECORDER'S LABELING OF SIGNATURES AS COPIES REQUEST TO RECORD PHOTOCOPIED DOCUMENTS PURSUANT TO §55 ILCS 5/3-5013

I, JAMES WEIR, being duly sworn, state that I have access to the copies of the attached  
(print name above)

document(s), for which I am listing the type(s) of document(s) below:

Power of Attorney - Sale of Property  
(print document types on the above line)

which were originally executed by the following parties whose names are listed below:

MARTIN McDONNELL  
(print name(s) of executor/grantor)

Matthew Bell  
(print name(s) of executor/grantee)

for which my relationship to the document(s) is/are as follows: (example - Title Company, Agent, Attorney, etc.)

Attorney  
(print your relationship to the document(s) on the above line)

### OATH REGARDING ORIGINAL

I state under oath that the original of this document is now LOST or NOT IN POSSESSION of the party seeking to now record the same. Furthermore, to the best of my knowledge, the original document was NOT INTENTIONALLY destroyed, or in any manner DISPOSED OF for the purpose of introducing this photo to be recorded in place of original version of this document. Finally, I, the Affiant, swear I have personal knowledge that the foregoing oath statement contained therein is both true and accurate.

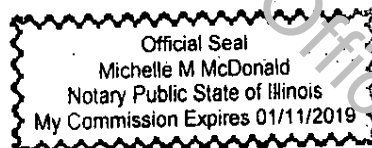
[Signature]  
Affiant's Signature Above

4-18-18  
Date Affidavit Executed/Signed

THE BELOW SECTION IS TO BE COMPLETED BY THE NOTARY THIS AFFIDAVIT WAS SUBSCRIBED AND SWORN TO BEFORE

4/18/18  
Date Document Subscribed & Sworn Before Me

[Signature]  
Signature of Notary Public



**SPECIAL NOTE:** This is a courtesy form from the CCRD, and while a similar affidavit is necessary for photocopied documents, you may use your own document so long as it includes substantially the same information as included in the above document. Additionally, any customer seeking to record a facsimile or other photographic or photostatic copy of a signature of parties who had executed such a document has the option to include this Affidavit in the recording, at their own expense if such expense is incurred, as an "EXHIBIT" and NOT the coverage. However, this affidavit is NOT required to be recorded, only presented to the CCRD as the necessary proof required before the recorder may record such a document. Finally, the recorded document WILL be stamped/labeled as a copy by the CCRD prior to its recording.

58