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2073

POWER OF ATTORNEY FOR PROPERTY

POWER OF ATTORNEY made this
29th day of May, 2018.



Doc# 1815516001 Fee \$56.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 06/04/2018 09:49 AM PG: 1 OF 10

1. KIRSTEN KENNY, a married woman (the "Purchaser"), hereby appoints: EMILY SCHWEBKE (Attorney) of Nixon Peabody LLP, 70 West Madison Street, Suite 3500, Chicago, Illinois 60654, as Purchaser's attorney-in-fact (Purchaser's "agent") to act for Purchaser and in Purchaser's name (in any way Purchaser could act in person) with respect to the following powers, as defined in Section 3-4 of the "Illinois 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 and
- (m) Borrowing transactions.

(Powers described in clauses (b)-(l) and (n)-(o) of Section 3-4 of the "Illinois Statutory Short Form Power of Attorney for Property Law" are not applicable hereto)

(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):

(a) Authority as to Real Estate Transactions is limited to matters relating to the Purchase of 734 Glen Court, Glenview, Illinois 60025 as more specifically described on Exhibit A attached hereto (the "Property"), including, without limitation, any and all documents related to the purchase of the foregoing property and any loan with respect thereto; and

Rtn to:
Carrington Title Partners, LLC
1919 S. Highland Ave., Ste 315-B
Lombard, IL 60148

2018-631567

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(m) Authority as to Borrowing Transactions is limited to matters financing the purchase of the Property specifically with respect to Wintrust Loan #1800018807 (the "Loan"), including, without limitation, execution of any and all notes evidencing the Loan related to the purchase of the Property, mortgages securing such financing and encumbering said property, and any and all documents related to the Loan.

3. In addition to the powers granted above, Purchaser grants his agent the following powers (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):

NONE.

(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 THE NEXT SENTENCE, OTHERWISE IT SHOULD BE STRUCK OUT.)

4. Purchaser's 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 Purchaser 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 THE NEXT SENTENCE IF YOU DO NOT WANT YOUR AGENT TO ALSO BE ENTITLED TO REASONABLE COMPENSATION FOR SERVICES AS AGENT.)

5. Purchaser's 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 EITHER (OR BOTH) OF THE FOLLOWING PARAGRAPHS 6 AND 7.)

6. This power of attorney shall become effective upon execution.

7. This power of attorney shall terminate on May 31, 2018.

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(NOTE: IF YOU WISH TO NAME SUCCESSOR AGENTS, INSERT THE NAME(S) AND ADDRESS(ES) OF SUCH SUCCESSOR(S) IN THE FOLLOWING PARAGRAPH 8.)

8. If any agent named by Purchaser shall die, become incompetent, resign or refuse to accept the office of agent, Purchaser names 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 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 NAME YOUR AGENT AS GUARDIAN OF YOUR ESTATE, IN THE EVENT A COURT DECIDES THAT ONE SHOULD BE APPOINTED, YOU MAY, BUT ARE NOT REQUIRED TO, DO SO BY RETAINING THE FOLLOWING PARAGRAPH. THE COURT WILL APPOINT YOUR AGENT IF THE COURT FINDS THAT SUCH APPOINTMENT WILL SERVE YOUR BEST INTERESTS AND WELFARE. STRIKE OUT PARAGRAPH 9 IF YOU DO NOT WANT YOUR AGENT TO ACT AS GUARDIAN.)

9. If a guardian of Purchaser's estate (Purchaser's property) is to be appointed, Purchaser nominates the agent acting under this power of attorney as such guardian, to serve without bond or security.

10. Purchaser is fully informed as to all the contents of this form and understands the full import of this grant of powers to Purchaser's 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.

12. This power of attorney may be executed in counterpart, each of which shall constitute an original, and when taken together shall constitute one instrument.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, Purchaser has executed this Power of Attorney as of the date first written above.

By: 
Name: KIRSTEN KENNY

(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.)

NONE.

(THE NAME AND ADDRESS OF THE PERSON PREPARING THIS FORM SHOULD BE INSERTED IF THE AGENT WILL HAVE POWER TO CONVEY ANY INTEREST IN REAL ESTATE.)

This document was prepared by:

Emily C. Schwebke, Esq.
Nixon Peabody, LLP
70 W. Madison St., Suite 3500
Chicago, Illinois 60602

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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 KIRSTEN KENNY, known to me to be the same person whose name is subscribed as principal to the foregoing power of attorney, appeared before me 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 them 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.

WITNESS:

By: [Signature]
Name: Maria Martinez
Date: 5/23/18

STATE OF Illinois)
) SS
COUNTY OF Cook)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that KIRSTEN KENNY, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as of her own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 23 day of May, 2018.
[Signature]
Notary Public

My Commission Expires:
3/20/21



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STATE OF IL)
) SS
COUNTY OF Cook)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Carla Martinez, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as of her own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 23 day of May, 2018.

[Signature]

Notary Public

My Commission Expires:
3/20/21



Property of Cook County Clerk's Office

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ADDENDUM 1

SECTION 3-4 OF THE ILLINOIS STATUTORY SHORT FORM POWER OF ATTORNEY FOR PROPERTY LAW

Section 3-4. Explanation of powers granted in the statutory short form power of attorney for property.

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. 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 use due care to act for the benefit of the principal 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.

(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 notes 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.

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ADDENDUM 2

NOTICE TO AGENT POWER OF ATTORNEY FOR PROPERTY

(NOTE: THIS NOTICE IS INCORPORATED BY REFERENCE AND INCLUDED AS A PART OF THIS POWER OF ATTORNEY FOR PROPERTY.)

When you (the agent) 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; Form Revised July 15, 2011
755 ILCS 45/3-3 Page 11 of 11
- (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.

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If you have special skills or expertise, you must use those special skills and expertise when acting for the principal. You must disclose your identity as an agent whenever you act for the principal by writing or printing the name of the principal and signing your own name "as Agent" in the following manner:

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

The meaning of the powers granted to you is contained in Section 3-4 of the Illinois Power of Attorney Act, which is incorporated by reference into the body of 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.

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EXHIBIT A

Legal Description of Property

LOT 2 AND THAT PART OF LOT 1 LYING WEST OF LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF THE NORTH EAST LINE OF GLEN COURT 56.18 FEET (CHORD MEASURE) NORTHWESTERLY OF THE INTERSECTION OF THE SOUTH LINE OF SAID LOT 1 WITH THE EASTERLY LINE OF GLEN COURT THENCE NORTHWESTERLY 134.82 FEET TO THE ANGLE POINT IN THE WESTERLY LINE OF SAID LOT 1 IN RESUBDIVISION OF LOTS 3, 4 AND 5 TOGETHER WITH THAT PART OF VACATED GLEN COURT LYING NORTH OF THE SOUTHERLY LINE EXTENDED OF SAID LOT 5 IN GEORGE F. NIXON'S FIFTH ADDITION TO GLENAYRE DEVELOPMENT BEING A SUBDIVISION OF PART OF THE SOUTH WEST 1/4 OF SECTION 36, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTH OF THE CENTER LINE OF GLENVIEW ROAD IN COOK COUNTY, ILLINOIS.

Commonly known as: 734 Glen Court; Glenview, IL 60025
PIN Number: 04-36-310-034-0000