

# UNOFFICIAL COPY

16213255



Doc# 1816208067 Fee \$70.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 06/11/2018 03:03 PM PG: 1 OF 17

POWER OF ATTORNEY

PARCEL 1: UNIT 205 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN FLOSSWOOD "B" CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 22537317 AND FILED AS DOCUMENT NO. LR2726217, IN THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2: EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH AND DEFINED IN THE DECLARATION OF EASEMENTS RECORDED AS DOCUMENT NO. 7759972 FOR INGRESS AND EGRESS, ALL IN COOK COUNTY, ILLINOIS.

P.I.N. # 32-06-100-066-1015

USI  
Cook County Clerk's Office

**UNOFFICIAL COPY**

**ILLINOIS STATUTORY POWER OF ATTORNEY FOR PROPERTY**  
**Includes Amendments Required by Public Act 96-1195 Form**  
**Valid July 1, 2011**

**NOTICE TO THE INDIVIDUAL SIGNING THE ILLINOIS**  
**STATUTORY SHORT FORM POWER OF ATTORNEY**

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 you as agent to handle your financial affairs, so it is important that you 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 power 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 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 Sections 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:

  
 \_\_\_\_\_  
 Principals' Initials

**UNOFFICIAL COPY**POWER OF ATTORNEY FOR PROPERTY made this 9<sup>th</sup> day of November 20141. I, JACQUALINE SCOTT2311 183<sup>RD</sup> STREET UNIT #205 HOMEWOOD, IL 60430

(Name and Address of Principal)

hereby revoke all prior Statutory Powers of Attorney for Property executed by me. As of this day I hereby appoint DANA RENE SCOTT-PERSON, 4157 Westminister, St. Louis Missouri

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 defines in Section 3-4 of the "Statutory Short Form of Attorney for Property Law" (including all amendments), but subject to any limitation on or additions to the specified powers inserted in paragraph 2 or 3 below:

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

(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** include the following powers:  
**The Power to represent our interests in the sale or acquisition of any Real Property; however, prior to this property is to remain my primary residence.**
  
3. In addition to the powers granted above, I grant my agent the following powers:  
**To represent my interest in the sale or acquisition of any Personal Property, including automobiles.**

# UNOFFICIAL COPY

(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)

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.

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

(THIS POWER OF ATTORNEY MAY BE AMENDED OR REVOKED BY YOU AT ANY TIME 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)

6. This power of attorney shall become effective immediately in the event that I am temporarily, or permanently incapacitated.

7. This power of attorney shall terminate on the date or event as a court determination is made, or that I am not under legal disability, or by determination by a physician that I am no longer incapacitated.

8. If any agent named by me shall die, become incompetent, resign or refuse to accept the office of agent, I name the person below to act as Successor Agent: CHARLES C. SCOTT, 325 Cherry Hill Ct., Medina Minnesota

Each agent is to act alone. In the event my Agent is no longer able or willing to act as Agent then his successor shall act as Agent.

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

11. The NOTICE OF AGENT, as set out below is incorporated by reference and included as part of this form.

PRINCIPAL SIGNED/DATED:

Jacqueline F. Scott 11/9/16

WITNESS/DATED:

Mahinude 11/9/16

**UNOFFICIAL COPY**

The undersigned, Witness certifies that Jacqueline Scott, known to me to be the same person(s) 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, descendent, 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
- (d) an agent or successor agent under the foregoing power of attorney.

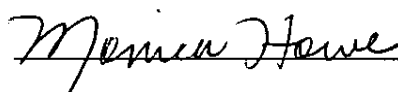
WITNESS SIGNED:  DATED: 11/9/16

(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 (OPTIONAL)**

The undersigned, Witness certifies that Jacqueline Scott, known to me to be the same person(s) 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, descendent, 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
- (d) an agent or successor agent under the foregoing power of attorney.

WITNESS SIGNED:  DATED: 11/9/16

# UNOFFICIAL COPY

State of ILLINOIS )  
 )  
 ) SS.  
County of COOK )

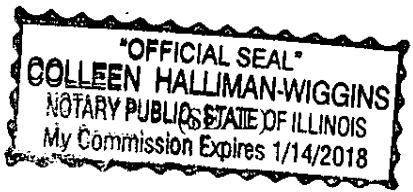
Dated: 11/9/16 [Signature]



My commission expires: 1/14/18

The undersigned Notary Public in and for the above County of Cook and State of Illinois, certifies that Jacqueline Scott, known to me to be the same person whose name is subscribed as Principal to the foregoing Power of Attorney for Property, appeared before me and the witness(es) 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 agents.

Dated: 11/9/16 [Signature]  
Notary



My commission expires: 1/14/18

(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 SIGNATURE OF THE AGENTS.)

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

No signature required  
(Agent)

N/A  
(Principal)

# UNOFFICIAL COPY

## 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 Principals 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) Co-mingling the Principal's funds with your funds;
- (4) Borrow funds or other property from the Principal, unless otherwise authorized;
- (5) Continue acting on behalf of the Principal if you learn of any event that terminates this Power of Attorney or your authority under this Power of Attorney, such as the death of the Principal, your legal separation from the Principal; or the dissolution of your marriage to the Principal.

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

_____ <b>BY</b> _____ <b>AS AGENT</b>
---------------------------------------

**(Principal's name)** \_\_\_\_\_ **BY** \_\_\_\_\_ **"AS AGENT"**

# UNOFFICIAL COPY

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.

(NOTE: The requirement of the signature of a Witness in addition to the Principal and the Notary, imposed by Public Act 91-790, applies only to instruments executed on or after June 9, 2000 (the effective date of that Public Act. This Amendatory Act of the 96<sup>th</sup> General Assembly (Public Act 96-1195, effective July 1, 2011) deletes provisions that referred to the one required witness as an "additional witness", and it also provides for the signature of an Optional "Second Witness")



# UNOFFICIAL COPY

## NOTICE TO THE INDIVIDUAL SIGNING THE ILLINOIS STATUTORY SHORT FORM POWER OF ATTORNEY

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 you agent to handle your financial affairs, so it is important that you 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 power 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 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:

  
\_\_\_\_\_

Principals' Initials

# UNOFFICIAL COPY

## AGENTS CERTIFICATION AND ACCEPTANCE OF POWER OF ATTORNEY FORM

7/1/11

(Text of Section after amendment by P.A. 96-1195)

Sec. 2-8. Reliance on document purporting to establish an agency.

(A) Any person who acts in good faith reliance on a copy of a document purporting to establish an agency will be fully protected and release to the same extent as though the reliant had dealt directly with the named agent shall furnish an affidavit or Agent's Certification and Acceptance of Authority to the reliant on demand stating that the instrument relied on is a true copy of the agency and that, to the best of the named agent's knowledge, the named Principal is alive and the relevant powers of the named agent have not been altered or terminated; but good faith reliance on a document purporting to establish an agency will protect the reliant without the affidavit or Agent's Certification and Acceptance of Authority.

(B) Upon request, the named agent in a Power of Attorney shall furnish an Agent's Certification and Acceptance of Authority to the reliant in substantially the following form:

# UNOFFICIAL COPY

## AGENT'S CERTIFICATION AND ACCEPTANCE OF AUTHORITY

I, Dana Renee Scott-person (insert name of Agent), certify that the attached is a true copy of a Power of Attorney naming the undersigned as Agent for JACQUALINE SCOTT (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 for Property 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:

5/30/18

Agent's Signature



Print Agent's Name

DANA RENE SCOTT-PERSON

Agent's Address:

4157 WESTMINSTER BLVD, S. LOUIS, MO 63108

(NOTE: Perjury is defined in Section 3-2 of the Criminal Code of 1961, and is a Class 3 felony)  
(Source: P.A. 96-1195, eff. 7-1-11.)

# UNOFFICIAL COPY

## SUCCESSOR AGENT'S CERTIFICATION AND ACCEPTANCE OF AUTHORITY

I, \_\_\_\_\_ (insert name of Successor Agent), certify that the attached is a true copy of a Power of Attorney naming the undersigned as Successor Agent for \_\_\_\_\_

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 for Property remains in full force and effect \_\_\_\_\_ is unavailable due to death, resignation, absence, illness, or other temporary incapacity.

I certify that prompt action is required to accomplish the purposes of the Power of Attorney or to avoid irreparable injury to the Principal's interest.

I accept appointment as Agent under this Power of Attorney.

This Certification and Acceptance is made under penalty of perjury.

**Dated:** \_\_\_\_\_

**Successor Agent's Signature** \_\_\_\_\_

**Print Successor Agent's Name** \_\_\_\_\_

**Successor Agent's Address:** \_\_\_\_\_

### WITNESS

**Witness Signature** \_\_\_\_\_

**Witness Address** \_\_\_\_\_

(NOTE: Perjury is defined in Section 3-2 of the Criminal Code of 1961, and is a Class 3 felony)  
(Source: P.A. 96-1195, eff. 7-1-11.)

# UNOFFICIAL COPY

## CO-AGENT'S CERTIFICATION AND ACCEPTANCE OF AUTHORITY FORM

Effective 7/1/11 (755 ILCS 45/2-10.5)

(This section may contain text from a Public Act with a delayed effective date)

### Sec. 2-10.5 co-agents

- (a) Co-Agent's may not be named by a Principal in a Statutory Short Form Power of Attorney for Property under Article III or a Statutory Short Form Power of Attorney for Health care under Article IV. In the event that co-Agents are named in any other form of Power of Attorney, then the provisions of this Section shall govern the use and acceptance of co-agency designations.
- (b) Unless the Power of Attorney or this Section otherwise provides, authority granted to 2 or more co-Agents is exercisable only by their majority consent. However, if prompt action is required to accomplish the purposes of the Power of Attorney or to avoid irreparable injury to the Principal's interests and an Agent is unavailable because of absence, illness or temporary incapacity, the other Agent or Agent's may act for the Principal. If a vacancy occurs in one or more of the designations of Agent under a Power of Attorney, the remaining Agent or Agents may act for the Principal.
- (c) An Agent is not liable for the actions of another Agent, including a co-Agent or predecessor Agent, unless the Agent participates in or conceals a breach of fiduciary duty committed by the other Agent. An Agent who has knowledge of a breach or imminent breach of fiduciary duty by another Agent must notify the Principal and, if the Principal is incapacitated, take whatever actions may be reasonably appropriate in the circumstances to safeguard the Principal's best interest.
- (d) Any person who acts in good faith reliance on the representations of a co-Agent regarding the unavailability of a predecessor Agent or one or more co-Agents, or the need for prompt action to accomplish the purposes of the Power of Attorney or to avoid irreparable injury to the Principal's interests, will be fully protected and released to the same extent as though the reliant had dealt directly with all named Agents. Upon request, the co-Agent shall furnish an affidavit or co-Agents (Successor Agent) Certification and Acceptance of Authority to the reliant, but good faith reliance upon a document purporting to establish an agency will protect the reliant without the affidavit or co-Agents (Successor Agent) Certification and Acceptance of Authority.

MALTO

This document was prepared by: Attorney Colleen L. Halliman  
P.O. Box 804774 Chicago, IL 60680

# UNOFFICIAL COPY

## 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 right, 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 indirect, whole or fractional, legal, equitable or contractual, as 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 the 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 interest 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 institutions.** 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 wire 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.

# UNOFFICIAL COPY

- 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 safekeep all dividends, interests, 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, release 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 to 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 terms includes, without limitation, any tax qualified or non-qualified 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 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 retirements accounts; exercise all investments powers available under any type of self-directed retirement plan; and, in general exercise all powers with respect to retirement and retirement plan account balances which the principal could if present and under no disability.

# UNOFFICIAL COPY

- 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 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, employment, 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. **Claims and litigations.** 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 litigations; and, in general exercise all powers with respect to claims and litigation which the principal could if present and under no disability.
- 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 operation.** 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, cooperation, 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 operation which the principal could if present and under no disability.



# UNOFFICIAL COPY

- 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.
- 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 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 power form.
- o. **All other property powers and transactions.** The agent is authorized to: exercise all possible powers of the principal with respect to all possible types of property and interest in property, except to the extent the principal limits the generality of this category o. by striking out one or more of categories a. through n. or by specifying other limitation in the statutory power form.

++