Doc#. 1818646009 Fee: \$74.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 07/05/2018 01:25 PM Pg: 1 of 14

File No.: 170205211P

(Grantor)

and Power of Auctiney

(Grantee) Steven D. Spector and Bari M. Spector

This page is added to provide adequate space for recording information and microfilming.

Do not remove this rage as it is now part of the document.

### PREPARE BY AND WETURN THIS DOCUMENT TO:

Steven D. Spector and Bari M. Spector 3716 Ari Dr West Glenview, IL 60025

Chicago Title and Trust Company
10 South LaSalle Street, Suite 29:0
Chicago, IL 60603

# 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 ducy to act in good faith for your benefit and to use due care, competence, and duigence. 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, disburgements, 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.

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## **UNOFFICIAL COPY**

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.

Signature Cook County Clerk's Office Please place your initials on the following line indicating that you have read this Notice:

## ILLINOIS STATUTORY SHORT FORM POWER OF ATTORNEY FOR PROPERTY

FOWER OF ATTORNET FOR TROIDERT
1. I, Bari Michelle Spector, hereby revoke all prior powers of attorney for property executed by me and appoint: Steven David Spector 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 on or additions to the specified powers inserted in paragraph 2 or 3 below:
(a) Real estate transactions.
(b) Fine ac'al institution transactions.
(c) Stock and bond transactions.
(d) Tangible personal property transactions.
(e) Safe deposit box transactions.
(f) Insurance and annuity transactions.
(g) Retirement plan transactions.
(h) Social Security, employment and military service benefits.
(i) Tax matters.
(j) Claims and litigation.
<ul> <li>(i) Tax matters.</li> <li>(j) Claims and litigation.</li> <li>(k) Commodity and option transactions.</li> <li>(l) Business operations.</li> </ul>
(l) Business operations.
(m) Borrowing transactions.  (n) Estate transactions.
(n) Estate transactions.
(o) All other property transactions.
2. The powers granted above shall not include the following powers or shall be modified c limited in the following particulars:

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## **UNOFFICIAL COPY**

. In addition to the powers granted above, I grant my agent the following powers:		
-A		

(a) Gifts. To make Annual Exclusion Gifts and Tuition and Medical Exclusion Gifts to any one or more of my descendants and their spouses in such amounts as the agent considers appropriate. "Annual Exclusion Gifts" are gifts that qualify for the federal gift tax "annual exclusion" under Code §2503(b). Annual Exclusion Gifts to each person in any calendar year shall not exceed the maximum allowable amount of such annual factusion for an unmarried donor, or twice that amount if I am married at the time of such gift, taking into account any election that maybe made under §529(c)(2)(B) of the Code. "Tuition and Medical Exclusion Gifts" are gifts that qualify for the federal gift tax exclusion under Code §2503(e). Gift; permitted under this paragraph to an individual may be made to any trust established for such individual (provided that gifts to such trust qualify for the gift tax exclusion under §2503(b) of the Code), to a Uniform Transfers to Minors Act account for such individual (regardless of who is the custodian), to a tuition savings account or prepaid tuition plan as defined under §529 of the Code (a "529 Account") for the benefit of such individual (without regard to who is the account owner of or responsible person for such account), or to a Coverdell Education Savings Account for the benefit of such individual. The "spouse" of any person means the individual legally married to, and not legally separated from, such person on the date of the gift then in question or on the date of the prior death of such person. References to sections of the "Code" refer to the Internal Revenue Code of 1986, as amended from time to time, and include corresponding provisions of subsequent federal tax laws.

(b) 529 Accounts. If I am the account owner or responsible person (the "account owner") for a 529 Account, or if my agent is the account owner of a 529 Account to which I or my agent on my behalf has made gifts, to exercise all rights granted to an account owner of a 529 Account, including but not limited to any right to refund the account to me; to approve or disapprove a distribution to the beneficiary; to change the beneficiary provided the new beneficiary of the account or plan is one of my descendants, the spouse of one of my descendants, or a sibling or cousin of the old beneficiary; to change the account owner provided the new account owner is my spouse, one of my descendants, the spouse of one of my descendants, the beneficiary, a sibling, parent, or guardian of the beneficiary, or the trustee of a trust of which the beneficiary is a beneficiary; to change investment options; and to roll over the account to another account under the same program or a program in another state.

- (c) Other Compensation. To compensate separately any brokers, attorneys, auditors, depositories, real estate managers, investment advisors, and other persons (including my agent and any firm with which my agent is associated without reducing compensation in any capacity).
- (d) Funding Trust. To transfer any part or all of my assets to the trustee of any revocable trust of which I am the grantor, including the Bari Michelle Spector Trust.
- 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 ege it 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:)

- This power of attorney shall become effective upon signing. 6.
- This power of attorney shall terminate upon my death. 7.
- 8. If any agent named by me shall die, become incompetent, lesign 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: Office

Phyllis Deutsch Rebecca Anne Spector Jeremy Richard Spector

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.

- 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.

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11. The Notice to Agent is incorporated by reference and included as part of this form.

Dated: //27//2

Signed

ari Michelle Spector

The undersigned witness certifies that Bari Michelle Spector, 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 notar, 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: 11/27/2012

Witnes

(Second witness) The undersigned witness certifies that Bari N ichelle Spector, 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: 1/27 /2012

Nathan Stuyyuli

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State of Illinois	) \
County of Cook	) SS. )
Michelle Spector, known to me the foregoing power of <u>ToHN O M4/ley</u> acknowledged signing and delive	public in and for the above county and state, certifies that Baris to be the same person whose name is subscribed as principal to attorney, appeared before me and the witness(es) (and <u>NATHAN STARZYNSKI</u> ) in person and vering the instrument as the free and voluntary act of the principal, in set forth (, and certified to the correctness of the signature(s) of
Dated: 11/216012	May'n Liciosa) Notary Public
My commission expires <u>Q5/A</u>	"OFFICIAL SEAL"  MARY M CICIORA  NOTARY PUBLIC, STATE OF ILLINOIS  My Commission Expires 05/23/2016
Specimen signatures of	Certify that the signatures
agent (and successors)	of ray agent (and successors)
Steven David Spector	are graine.  (principal)
Phyllis Deutsch  Phyllis Deutsch	Bari MSreeker (principal)
Rebecca Anne Spector	Bur MSpeeds) (principal)
Jeremy Richard Spector	Jun Melfert (principal)

Prepared by:

John O'Malley

Steven Spector LLC

150 S. Wacker Drive, Suite 1200

Chicago, IL 60606

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#### 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) for in good faith for the best interest of the principal, using due care, competence, and diligence;
- (3) keep a corn lete 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;
  - (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:

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

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## **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.

[IICLE® ADDENDUM: The following statutory language is no longer required to be included on the back of the Statutory Short Form Power of Attorney for Property but is reprinted here for the convenience of readers who may choose to include it:

Excerpt from the Statutory Short Form Power of Attorney for Property Law

- Sec. 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, 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,

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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, it sofar 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. This authorization shall not apply to accounts titled in the name of any trust subject to the provisions of the Trusts and Trustees Act, 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 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 i ditation, stocks, bonds, mutual funds and all other types of investment securities and financial instruments); collect, hold and safekeep 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 safeteen 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 which the principal could if present and under no disability.

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- (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 or foreign statute or regulation; control, deposit to any account, collect, receipt for, and take title of 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, procerty 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 sortle, 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 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.

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- (I) 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 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 any most, 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 egent 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) All other property transactions. The agent is cumorized to: exercise all possible authority of the principal with respect to all possible types of p operty and interests in property, except to the extent limited in 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.]

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### **LEGAL DESCRIPTION**

Order No.: 17020621LP

For APN/Parcel ID(s): 04-21-301-103-0000

LOT 8 IN PHASE 2 OF WILLOWRIDGE ESTATES SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.