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KAREN A.YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 11/01/2018 11:39 AM PG: 1 OF 16

23

## SPECIFIC DURABLE POWER OF ATTORNEY

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Prepared by and mail to: SUP 14 2018100011 Acquest Title Services, LLC	C004 C	<i>?</i> 4	
NOTICE: IF YOU HAVE ANY QUESTICAGENT AND ATTORNEY-IN-FACT IN THIS DOCUMENT DOES NOT AUTHOUTE DECISIONS FOR YOU. YOU MUSH TO DO SO.	I THIS DOCUMENT, SET DRIZE ANYONE TO MAKE	AIN COMPETENT LEG MEDICAL AND OTH	ER HEALTH-
Section: Block: Specific Durable Power of Attorney 1U015-XX (12/07)(d/i)	Lot: Unit:		

RETURN TO: Acquest Title Services, LLC 2800 W, Higgins Rd. # 180 Hoffman Estates, IL 60169

Office

## **UNOFFICIAL COPY**

# Illinois Statutory Short Form Power of Attorney for Property of ANTONIO DEPAU

1. I, ANTONIO DEPAU, of 632 S. Plum Grove Road, Palatine, Illinois 60067, hereby revoke all prior powers of attorney for property executed by me and appoint CHRISTINE BURBIDGE of 632 S. Plum Grove Road, Palatine, Illinois 60067, (847) 281-6937 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:

(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.
- (b) Financial 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.
- (k) Commodity and option transactions.
- (1) Business operations.
- (m) Borrowing transactions.
- (n) Estate transactions.
- (o) All other property transactions.

(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.)

My agent specifically does not have the power to consent to or bind me to an arbitration clause for any long term or skilled care facility.

3. In addition to the powers granted above, I grant my 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.)

#### (a) Fixtures and Personalty

My Agent may engage in real estate transactions or transactions which involve any proprietary lease or stock evidencing my ownership of a cooperative apartment, including all fixtures and articles of personal property used in connection with the real property (my Agent may include such property in the deeds, mortgages, agreements, and any other instruments to be executed and delivered in connection with real estate transactions and which may be described in said instruments with more particularity).

#### (b) Insurance Transactions

My Agent may engage in insurance transactions, including applying for, maintaining, canceling, paying premiums on, increasing or decreasing coverage, collecting, borrowing from, transferring ownership, surrendering and/or purchasing insurance policies.

#### (c) Estate Transactions

My Agent may engage in estate transactions, including Receipt, Release and Refunding Agreements and Waivers and Consents.

#### (d) Disclaimers and Statutory Elections

My Agent may make statutory elections and renounce or disclaim any interest in property by testate or intestate succession or by inter vivos transfer consistent with the Probate Act of 1975, 755 ILCS 5/2-7 Disclaimer, and any other applicable state laws.

#### (e) Powers of Appointment

My Agent may exercise in whole or in part, or decline to exercise, or disclaim my rights under any special or general power of appointment or any rights retained by

me in any trust or otherwise, whether or not any such trust or other instrument was created by me or others.

#### (f) Trusts

My Agent may create and fund inter vivos trusts of any type, whether revocable or irrevocable, and whether or not I am a beneficiary. With respect to any trust created by me or on my behalf, my Agent may amend, modify, revoke, or terminate the trust. Further, my Agent may add property to an existing or subsequently created trust, and accept transfers or distributions from any trustee of any trust, including any trust over which I have a right of receipt or withdrawal, whether as grantor, beneficiary, or otherwise.

Also, and without limiting the authority granted to my Agent in this Section, my Agent may.

- (i) create and fund a self-settled special needs trust in accordance with United States Code, Title 42, Section 1396p(d)(4)(A);
- (ii) create and fund a qualified income trust in accordance with United States Code, Title 42, Section 1396p(d)(4)(B) if such a trust should be deemed necessary to qualify me for Medicaid benefits, and make arrangements for the diversion of my income to such a trust as necessary to comply with applicable Medicaid rules and regulations; and
- (iii) sign all necessary document to allow me to join any trust qualifying under United States Code, Title 42, Section 1396p(d)(4)(C) and transfer any portion of my assets to such trust.

#### (g) Safe-Deposit Boxes

My Agent may enter any safe-deposit box or other place of safekeeping standing in my name alone or jointly with another and to remove the contents and to make additions.

#### (h) Business Succession Agreements

My Agent may enter into buy/sell agreements and any other business succession agreements.

#### (i) Loans and Notes

My Agent may engage in all dealings with respect to loans and forgiveness of debts. My Agent may borrow money on such terms as my Agent may decide in his or her sole discretion, on a secured or unsecured basis, and to execute all notes, mortgages and other instruments relating to such, provided any such loan carries a fair market interest rate.

#### (j) Annuities

My Agent may waive my right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan. My Agent may withdraw from,

transfer ownership, surrender, or purchase any commercial annuity, private annuity, or grantor retained annuity trust.

#### (k) Government Agencies and Benefits

My Agent has the unrestricted power to deal with and obtain maximum entitlements and benefits relating to the Social Security Administration, Veterans Administration, Social Services Departments, Social Security Disability Insurance, Supplemental Security Income, Medicaid, Medicare, Worker's Compensation and all other government benefits or entitlement programs, including claims, planning for eligibility, and submission of applications and appeals. In this regard, my Agent is authorized to execute and deliver any power of attorney or authorization to act form requested or required by a governmental agency. This power shall impose no affirmative duty on my Agent to provide information and/or documentation to any government agency.

#### (I) Deal with Yax Authorities

My Agent is authorized to:

- (i) deal with tax authorities, to execute and sign on my behalf any and all Federal, state, local and foreign income and gift tax returns (as authorized under Section 1.6012 /(e)(5) of Title 26 of the Code of Federal Regulations or under any state, local. or foreign authority), including estimated returns and interest, dividends, gains and transfers, and to pay any taxes, penalties and interest due thereon;
- (ii) represent me or to sign an Internal Revenue Service Form 2848 (Power of Attorney or Declaration of Representative) or Form 8821 (Tax Information Authorization), or comparable authorization, appointing a qualified lawyer, certified public accountant or enrolled age it (including my Agent, if so qualified) to represent me before any office of the internal Revenue Service, state, local or foreign taxing authority with respect to the types of taxes and years referred to above, and to specify on said authorization said types of taxes and years;
- (iii) receive from or inspect confidential information in any office of the Internal Revenue Service, state, local or foreign tax authority;
- (iv) receive and deposit, in any one of my bank accounts, or those of any revocable trust of mine, checks in payment of any refund of Federal, state, local or foreign taxes, penalties and interest;
- (v) execute waivers (and offers of waivers) of restrictions on assessment or collection of deficiencies in taxes and waivers of notice of disallowance of a claim for credit or refund;
- (vi) execute consents extending the statutory period for assessment or collection of such taxes; to execute Offers in Compromise and Closing Agreements under Section 7121 or comparable provisions of the Internal Revenue Code,

as amended, or any federal, state, local or foreign tax statutes or regulations; and

(vii) delegate authority to, or substitute another representative for any one of those previously appointed by me or my Agent, and to receive copies of all notices and other written communications involving my federal, state, local, or foreign taxes at such address as my Agent designates.

#### (m) HIPAA Authorization

My Agent, and any successor Agent appointed in this power of attorney, shall have the power and authority of a designated representative for all purposes under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 42 U.S.C. Section 1320d and 45 C.F.R. Parts 160-164. My Agent and successor Agent are authorized to execute releases and other documents necessary to obtain disclosure of individually identifiable health information, medical records, and patient files, including psychotherapy notes. This information includes, but is not limited to, any written opinion or assessment of my decision making capacity. This authorization and release apply to all information protected by HIPAA and shall only expire if I revoke this power of attorney

#### (n) Reimbursement of Health Care Agent

My Agent may reimburse my Health Care Agent under any health care directive, including but not limited to a Health Care Power of Attorney, even if such Health Care Agent is my Agent, for any costs (including legal fees) reasonably incurred in or as a result of acting pursuant to such health care directive.

#### (o) Employment of Professionals

My Agent may retain, discharge, and pay, in the sole discretion of my Agent, for the services of attorneys, accountants, financial planners, geriatric care managers, social workers, and any other health care professionals. My Agent is not obligated to retain or pay for any health care professional on my behalf.

#### (p) Gifting Powers

Notwithstanding any other provision of this power of attorney, my Agen, may make gifts of any interest I have in real or personal property ("my property") in any amount and in excess of the annual exclusion amount under Internal Revenue Code Section 2503(b), as amended, including gifts of real and personal property, outright or in trust, to or for the benefit of those persons or charitable entities, including my Agent, to whom, whether by right of survivorship, direction in my last will and testament, trust, or otherwise, such property would pass were I then deceased (such persons being hereinafter referred to as "Donees"). All gifts of my property shall be made keeping in mind: (1) the resources, both public and private, available for my care after the making of such gifts; and (2) the objective of preserving the largest possible amount of my estate for my Donees should I die, become incapacitated or require long term care services. Accordingly, I authorize and encourage my Agent to engage in estate planning, financial planning, Medicaid planning, long term care planning and/or asset

preservation planning, to such extent and in such manner, as my Agent shall deem necessary or advisable in order to serve my wishes. Gifts made pursuant to the authority granted herein shall, for all purposes, be deemed to have been "in my best interest" if: (1) made in accordance with the provisions of this section; and (2) made in the context of estate planning, financial planning, Medicaid planning, long term care planning and/or asset preservation planning pursuant to the recommendations of an attorney-at-law experienced in such matters.

Unless otherwise specified above, the value of any gift made pursuant to this Section may exceed the annual dollar limits of the federal gift tax exclusion under Section 2503(b) of the Internal Revenue Code. Further, any gift made pursuant to this Section must be made in accordance with, and to the extent my Agent has actual knowledge of, the following:

- (i) my pattern of prior giving; or
- (ii) the provisions contained in my estate planning or any other documents for beneficiaries to receive assets upon my death (for example, a trust, will, annuity or life insurance contract, or deed naming beneficiaries).

#### (q) Gift-Splitting

If I become married, my Agent may make, join, and consent to gifts by my spouse pursuant to Section 2513 of the internal Revenue Code, even if such gifts exceed my aggregate annual gift tax exclusion and int under Section 2503(b) of the Internal Revenue Code.

#### (r) Intent to Return Home

It is my intention to return home if I should be in a hospital, rehabilitation center, or nursing home, and my Agent shall take all steps, including, but not limited to, executing any document, affidavit or Declaration of Intent to Return Home on my behalf, to effectuate the same.

#### (s) Domicile

My Agent may change or maintain my domicile and/or residency for any and all purposes and take any and all actions to effectuate the foregoing.

#### (t) Nomination of Guardian of Property

I intend hereby to render unnecessary any future proceeding for a court-appointed Guardian of Property in the event I become temporarily or permanently incapacitated or incompetent. Accordingly, I request, in the strongest possible terms, that any court that may receive or act upon a petition for the appointment of a Guardian of Property should deny such petition so long as my Agent is acting under this power of attorney.

If a Guardian of Property is ever appointed for me in spite of this request, I direct that the person serving, or named to serve, as my Agent under this power of attorney be named as my Guardian of Property.

#### (u) Business Activities

My Agent may invest in, contribute to, establish, create, and fund any existing or newly created partnership, corporation, limited liability company, limited liability partnership, limited partnership, or other entity and to exercise all rights pertaining thereto.

#### (v) Marital Agreements and Designation of Spouse as Agent

If I become married, my Agent may enter into, modify, or amend any pre-nuptial or post-nuptial agreement to which I am or hereafter become a party. If a named Agent is my spouse, then this power of attorney as to that named Agent is automatically revolved, and that Agent is deemed to have resigned as Agent upon the filing of any separation or dissolution action between us.

#### (w) Caregiver Agreements

My Agent may enter into, execute, modify, alter or amend any contract or agreement (for example, a Caregiver Agreement or Personal Services Contract) pertaining to my medical, personal, or general care that I may require at my residence, assisted living facility, nursing facility, or in another's residence on my behalf. I expressly authorize my Agent to also serve as a caregiver under any such agreement and to be paid in accordance with the terms and conditions of such agreement, provided, however, that such services are compensated at fair market value.

#### (x) Qualified Plans

My Agent may deal in all respects with any Qualified Plan or Individual Retirement Account that I may own and to make any and all available elections or beneficiary designations on my behalf. If I become married and my spouse is a participant in a Qualified Plan or Individual Retirement Account, I authorize my Agent to effect any waiver of my rights to any portion of said Plan or to any payout arrangement which may require my consent or approval by law, under any such Plan, or otherwise.

#### (y) Enforcement Proceedings

My Agent may commence enforcement proceedings, at my experse, against any bank, savings and loan association, credit union, financial institution, brokerage firm, stock transfer agent, insurance company, title insurance company, or other person or entity that fails or refuses to honor this durable power of attorney.

#### (z) Credit Cards

My Agent may use any credit card in my name; to make purchases on my behalf; to open a new credit card account and to close any existing credit card account.

#### (aa) Domestic Pets

My Agent may make reasonable expenditures for the care, maintenance, support, and general welfare of my domestic pets, if any. Specifically, and without limitation, my Agent may consent to and make reasonable expenditures for medical treatment, boarding, and kennel care of any of my domestic pets. I authorize any and all

payments from my funds for pet care provided by any person or entity, including my Agent.

In addition, my Agent may acquire a domestic service pet if, in my Agent's sole discretion, such service pet will benefit me.

#### (bb) Compensation and Reimbursement to Agent

If my Agent is a professional (such as an attorney; accountant; geriatric care manager; professional guardian, conservator, or other fiduciary; or other professional, including entities that provide similar services), my Agent is entitled to compensation for services rendered pursuant to this power of attorney at such professional's then stated rates. If my Agent is not a professional, my Agent is entitled to such compensation at a reasonable rate under the circumstances.

Whether or not my Agent is a professional, my Agent is entitled to reimbursement for costs reasonably incurred while acting as my Agent, including, but not limited to: phone bills; postage; and travel expenses, if necessary, to supervise my care.

#### (cc) Estate and Long Term Care Planning

- A. My Agent may engage in estate and long term care planning in furtherance of achieving asset preservation. Property transfers made pursuant to the authority granted herein may be made without restriction as to the value of the transfer, and shall, for all purposes, be deemed to have been "in my best interest" if: (1) made in accordance with the provisions of this section; and (2) made in the context of estate planning, financial planning, Medicaid planning, long term care planning, or asset preservation planning pursuant to the recommendations of an attorney-at-law experienced in such matters. My Agent may or gage in such planning based on all relevant factors, including:
  - (i) the value and nature of my property;
  - (ii) my foreseeable obligations and need for maintenance.
  - (iii) minimization of taxes, including income, estate, inheritance, generation skipping transfer, and gift taxes; and
  - (iv) eligibility for a benefit, a program, or assistance under a statute or government regulation.
- B. My Agent may take any action necessary to effectuate the foregoing, including to qualify me for Social Security Benefits, Supplemental Security Income, Veterans Benefits, Medicaid or any other government benefit program. Such actions may include but shall not be limited to the following:
  - (i) convert non-exempt resources into exempt resources;
  - (ii) divest me of assets, without restriction as to the value of the divestment;
  - (iii) if I become married and my Agent is my spouse, my spouse may protect our assets, whether owned by me alone, my spouse alone, or by us together as husband and wife, so that my spouse's impoverishment because of my

- health care costs can be avoided, by whatever lawful methods that might be available;
- (iv) sign a Spousal Refusal (if I become married, and even if my Agent is my spouse);
- (v) sign an Assignment of Support (if I become married, and even if my Agent is my spouse);
- (vi) if I become married, divide community property assets equally or unequally between my spouse and me, without restriction as to the difference of the value of our shares, if any;
- (vii) sign an application for Medical Assistance or any other government benefit program;
- (viii) serve as representative payee;
  - (ix) if I become married, transfer the family residence to a spouse who does not need long-term health or nursing care, without restriction as to the value of the transfer,
  - (x) make home improvements and additions to my family residence;
- (xi) pay off, partly or in îu'i, my encumbrance on my family residence;
- (xii) purchase a family residence, if I do not own a family residence;
- (xiii) purchase a more expensive family residence; and
- (xiv) attend and represent me at Fair Heavigs.

#### (dd) Ownership and Rights of Survivorship

My Agent may select, create, or change the rights of survivorship on any and all of my property, whether real or personal, including bank and investment accounts, insurance policies, annuities, qualified or nonqualified retirement plans, and real property interests, and may do so by any means, including by changing ownership, such as adding a joint owner. My Agent may designate survivorship rights among one or more remaindermen and may designate the form of title among multiple remaindermen, including, but not limited to, as tenants in common, joint tenants, community property, or tenants by the entirety.

In particular, my Agent may execute any deed designating beneficiaries, including an enhanced life estate deed (also known as a "ladybird" deed), including with respect to my homestead property, if any, and may conduct any and all transactions with full power and authority in my Agent to sell, convey, mortgage, lease, and otherwise dispose of the property in accordance with the terms of the deed.

#### (ee) Beneficiary Designations

My Agent may select, create, or change beneficiary designations on any and all of my property, whether real or personal, including bank and investment accounts,

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insurance policies, annuities, qualified or nonqualified retirement plans, and real property interests.

#### (ff) Online Accounts, Digital Assets, and Digital Devices

Without limiting any other provision of this power of attorney, and subject to the limitations of any other provision of this power of attorney, my Agent has the powers described in this Section.

My Agent has full authority to deal with Online Accounts, Digital Assets, and Digital Devices of all kinds, wherever located. This authority includes, but is not limited to, the power to acquire, create, establish, access, control, modify, cancel, delete, continue, transfer, and take possession of such accounts, assets, and devices.

However, if I have used an online tool to direct the custodian of an Online Account, Digital A. set, or Digital Device to not disclose certain information, and if the online tool allows for the modification or deletion of that direction at all times, then such direction overrides the authority granted in this Section.

Further, even though state law might not require a custodian to disclose a deleted digital asset, my Agent is authorized to access them, and the custodian will be held harmless for doing so.

My Agent may request and change my access credentials to any Online Account, Digital Asset, and Digital Device (such as username, password, and secret question), and any third-party dealing with my Agent in good faith will be held harmless for releasing such access credentials.

For purposes of this power of attorney, the tolloving definitions apply:

#### (1) Online Accounts

The term "Online Accounts" means accounts that are accessible through the Internet or other similar method, including, but not limited to: bank accounts; investment accounts; other financial accounts; accounts with health care providers; social media accounts (like LinkedIn, Facebook, and Twitter); gambling and poker accounts; accounts with publishers; accounts for access to employee benefits; email accounts; accounts with Internet service providers; accounts to manage websites and website domain names; accounts with retail vendors; tax preparation service accounts; affiliate marketing accounts; accounts with utility companies; user access accounts on third-party Digital Devices; and any other online account.

#### (2) Digital Assets

The term "Digital Assets" means intangible personal property related to digital technology (whether located on a Digital Device or an Online Account), including, but not limited to: emails sent or received; text messages sent or received; other digital communications sent or received; digital music; digital photographs; digital videos; software

licenses; social network accounts; file sharing accounts; online access to financial accounts; domain registrations; DNS service accounts; website hosting accounts; personal and commercial websites; tax preparation service accounts; online store accounts; affiliate marketing accounts; and other types of online accounts and digital items that currently exist or may exist as technology develops.

#### (3) Digital Devices

The term "Digital Devices" means tangible personal property related to digital technology capable of storing Digital Assets or accessing Online Accounts, and includes, but is not limited to: desktop computers; laptop computers; tablet computing devices (tablets); other mobile computing devices; peripheral devices; hard disk drives; solid state drives; flash memory devices; other storage devices; mobile telephones; smartphories; and any other type of digital device that currently exists or may exist as technology develops.

#### (gg) Duty to Account

My Agent shall render statements of account of receipts, disbursements, principal on hand, and transactions conducted on my behalf if:

- (i) ordered by a court;
- (ii) requested by me, a guardian conservator, trustee or other fiduciary acting on my behalf; or
- (iii) upon my death, requested by the Executor of my estate.

If so requested, my Agent shall comply with the request within 90 days or provide a writing or other record substantiating why additional time is needed and shall comply with the request within an additional 90 days.

#### (hh) Spiritual and Religious Needs

My Agent may arrange for the involvement of religious clergy or spiritual leaders in my care, provide said persons access to me at all times, arrange or maintain my membership in religious or spiritual organizations, and create opportunities for me to derive comfort and spiritual satisfaction from such activities, including the purchase of religious books, tapes and other materials.

My Agent may provide for such companionship for me, in the sole discretion of my Agent, as will meet my needs and preferences at a time when I am disabled or otherwise unable to arrange for such companionship myself.

#### (ii) U.S. Mail

My Agent may open, read, respond to, and redirect my mail, and represent me before the U.S. Postal Service in all matters relating to mail service.

(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 paragraph 4, otherwise it should be struck out.)

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 agent 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 confidering one or both of paragraphs 6 and 7:)

6. <u>J</u> X	This power of attorney shall become effective on $\frac{5/29/20/8}{}$
of your di	nsert a future date or event during your lifetime, such as a court determination sability or a written determination by your physician that you are incapacitated want this power to first take effect.)
7	This power of attorney shall terminate on

(NOTE: Insert a future date or event, such as a court determination that you are not under a legal disability or a written determination by your physician that you are not incapacitated, if you want this power to terminate prior to your death.)

(NOTE: If you wish to name one or more successor agents, insert the name and address of each successor agent in paragraph 8.)

8. If any agent named by me shall die, become incompetent, resign or refuse to accept the office of agent, I name to act as successor agent.

Assunta DePau, 632 S. Plum Grove Road, Palatine, Illinois 60067, (224) 578-5567

Robert DePau, 632 S. Plum Grove Road, Palatine, Illinois 60067, (224) 795-1053

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, you may name your agent as guardian of your estate if a court decides that one should be appointed. To do this, retain paragraph 9, and the court will appoint your agent if the court finds that this 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 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.

(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 Nowe o Agent is incorporated by reference and included as part of this form.

Dated: May 29, 2018

ANTONIO DEPAU, Principal

(NOTE: This power of attorney viil 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(s) certifies that ANTONIO DEPAU, known to be the same person whose name is subscribed as principal to the foregoing power of attorney, appeared before me/we 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/We believe him to be of sound mind and memory. The undersigned witness(s) also certifies that the witness(s) are 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 aton ey, whether such relationship is by blood, marriage, or adoption; or (d) an agent or successor agent under the foregoing power of attorney.

Dated: May 29, 2018

Witness

(NOTE: 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)

Dated: May 29, 2018

Witness

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STATE OF ILLINOIS		)
		) ss.:
COUNTY OF COOK	•	)

The undersigned, a notary public in and for the above county and state, certifies that ANTONIO DEPAU, 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 witnesses Nichello Mailla and Sammatha trins in person 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 agent(s)).

Dated: May 29, 2018

Notary Public

OFFICIAL SLAL MATTHEW R MARG(XLIS) NOTARY PUBLIC - STATE OF ILLINOIS

Prepared by: d lature 1.

Office Margolis Weldon LLC 350 S. Northwest Highway, Suite 300 Park Ridge, Illinois 60068 (847) 457-3377

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## American Land Title Association OFFICIAL COPY Adopted 08-01-2016 Technical Corrections 04-02-2018

#### **EXHIBIT A**

The Land referred to in this Commitment is described as follows:

Lot 7 and 8 in Block 13 in Arthur T. McIntosh & Company's Plum Grove Road Development, being in the West 1/2 of Section 23 and the East 1/2 of Section 22, Township 42 North, Range 10, East of the Third Principal Meridian, according to the plat recorded May 8, 1926 as Document Number 9268584, in Cook County, Illinois.

PIN: 02-23-304-007-0000 & 02-23-304-008-0000

FOR INFORMATION PURPOSES ONLY: THE SUBJECT LAND IS COMMONLY KNOWN AS: Doent Or Coot County Clert's Office 539 South Plum Gr. ve Road Palatine, IL 60067