18CSA 0220050P2/4 **Power Of Attorney**



Doc# 1900434085 Fee \$66.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 01/04/2019 03:47 PM PG: 1 OF 15

Property of Cook County Clark's Office

After Recording Please Send to:

Catherine Ortiz-Wiegele 10171 County Rd 633 Buckley MI 49620



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DURABLE POWER OF ATTORNEY

I, Marie Ortiz, a woman, whose address is 10171 County Road 633, Buckley, Michigan 49620, on this 12th day of October, 2017, appoint CATHERINE ORTIZ-WIEGELE, a woman, whose address is 10171 County Road 633, Buckley, Michigan 49620, as my attorney-in-fact (my "Agent") to exercise the powers set forth below in my name and for my benefit. In the event that Catherine Ortiz-Wiegele is unable or unwilling to serve as my Agent, I appoint, DAVID WIEGELE, a man, whose address is 10171 County Road 633, Buckley, Michigan 49620, as my Agent.

My Agent, by accepting appointment as such, consents to the disclosure by an attorney who is engaged to assist my Agent in riatters relating to this Durable Power of Attorney to me, any member of my family, or to the court of any act or omission that might constitute a breach of fiduciary duty, including information obtained through disclosures made to the attorney by my Agent.

I revoke all powers of attorneys, general and/o. limited, previously granted by me as principal and terminate all agency relationships created thereunder including those of all successor agents named therein, if any, except a prior designation of patient advocate signed by me and those powers granted by me on forms provided by financial institutions granting the right to write checks on, deposit funds to, and withdraw funds from accounts to which I am a signatory or access to a safe deposit box shall not be revoked but shall continue in full force and effect.

My Agent is authorized in my Agent's sole and absolute discretion from time to time and at any time with respect to any and all of my property and interests in property, real, personal, tangible or intangible, and/or mixed as follows:

- 1. <u>Limited Power to Amend</u>. My Agent shall have the power, acting along to amend this Durable Power of Attorney by a writing executed with the formalities of this Durable Power of Attorney:
 - a. In any manner required for the sole purpose of correcting any clerical error;
 - b. In any manner reasonably necessary to clarify my Agent's authority to exercise any power granted in this Durable Power of Attorney; and
 - c. In any manner that my Agent, acting in good faith, reasonably believes is necessary to act in my best interest or believes I would act under the circumstances then existing.

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Notwithstanding the foregoing, my Agent shall not exercise the power to amend this Durable Power of Attorney, if such exercise would lead to any of my property being included in my Agent's estate.

- 2. <u>General Grant of Power</u>. To exercise or perform any act, power, duty, right, or obligation whatsoever that I now have or may acquire relating to any person, matter, transaction, or property, real or personal, tangible or intangible, and/or mixed now owned or later acquired by me, including, without limitation, the following specifically enumerated powers set forth in this Durable Power of Attorney. I grant to my Agent full power and authority to do everything necessary in exercising any of the powers granted as fully as I might or could do if personally present, hereby rativing and confirming all that my Agent shall lawfully do or cause to be done by virtue of this Durable Power of Attorney and the powers granted in this Durable Power of Attorney.
- Collection Powers. To demand, arbitrate, settle, sue for, collect, receive, deposit, expend for my benefit, reinvest, or make such other appropriate disposition of, as my Agent deems appropriate, all cash, rights to the payment of cash, property (real, personal, tangible or intengible, and/or mixed), debts, rights, accounts, legacies, bequests, devises, dividends, annuities, rights, and/or benefits to which I am now or may in the future become entitled, regardless of the identity of the individual or public or private entity involved, including but not limited to, benefits payable to me or for my benefit by any governmental agency or body (such as Supplemental Social Security, Medicaid, Medicare, and Social Security Disability Insurance, and for the purposes of receiving Social Security benefits, my Agent is nominated to serve as my "Representative Payee"), to utilize all lawful means and methods to recover such assets and/or rights, qualify me for such benefits, claim such benefits on my behalf and to compromise and grant discharges in regard to these matters.
- 4. Real Property Powers. To contract, option, purchase, acquire, receive, improve, maintain, repair, insure, plat, partition, safeguard, lease, grant, sel, assign, release, redeem, exchange, convey, and mortgage real property and any of my interests in real property (including any interest which I hold with any other person or entity as joint tenants, joint tenants with full rights of survivorship, tenants in common, or tenants by the entireties), upon such terms and conditions as my Agent shall determine.
- 5. <u>Personal Property Powers</u>. To contract, option, purchase, acquire, receive, improve, maintain, repair, insure, safeguard, lease, assign, sell, exchange, release, redeem, transfer, mortgage, and in any and every way and manner deal in and with, any of my tangible or intangible personal property, upon such terms and conditions as my Agent shall determine.

- 6. Contract Powers. To make, do, and transact every kind of business of whatever nature, and also for me and in my name, and as my act and deed, to sign, seal, execute, deliver and acknowledge such stock certificates, stock powers, assignments separate from certificate, conveyances, covenants, indentures, options, letters of intent, contracts, agreements, closing agreements, certificates, bills of lading, bills, bonds, debentures, notes, receipts, evidences of debts, releases and satisfaction of mortgage, judgments and other debts, waivers of statutes of limitation, and such other documents and instruments in writing of whatever kind and nature as may be necessary or proper under the circumstances, as fully as I might do if done in my own capacity.
- 7. <u>Panking Powers</u>. To engage in and conduct every kind of financial transaction of any rature; to establish accounts of all kinds with financial institutions of any kind, including, but not limited to, banks, credit unions, savings and loans, brokerage firms, or other custodians, to modify or terminate all such accounts and all existing accounts at such financial institutions; to make deposits to and write checks on or make withdrawais from and grant security interests in any and all accounts, in my name, or to which I am an authorized signatory (except accounts held by me in a fiduciary capacity), my assets, any moneys, certificates, negotiable papers, or securities, which I may now or later have on deposit or be entitled; to negotiate, endorse, accept, or transfer any checks, drafts, money orders, promissory notes, or other instruments or obligations, and to contract for any services rendered by any financial institution.
- 8. Tax. To appear for and represent me in all tax matters involving or in any way related to me or any property in which I have or may have an interest or responsibility, including preparing, signing, and thing federal, state, and/or local, income, gift, and other tax returns of all kinds, claims for refunds, requests for extensions of time to file returns and/or pay taxes. extensions and waivers of applicable periods of limitation, protests and petitions to administrative agencies or courts, any power of attorney form required by any taxing authority and any and all other tax related documents to pay taxes due, collect and make dispositions of refunds, post bonds, receive confidential information, and contest deficiencies determined by any taxing authority, to exercise any elections or allocations that I may have under federal, state, or local tax law, and to compromise liabilities.
- 9. <u>Safe Deposit Box</u>. To lease a safe deposit box in my name and for my use, to have access to any safe deposit box of which I am a tenant or cotenant with full power to withdraw or change the contents from time to time and to exchange, renew, surrender, or terminate the box and keys to the box and any rental contract for the box and to do and perform all things which the lessor may require.

- 10. <u>Employ Agents</u>. To engage, compensate, and terminate agents, accountants, attorneys, real estate brokers, medical personnel, and other professionals and to waive any attorney client privilege and any other privilege which I may have.
- 11. <u>Motor Vehicles</u>. To apply for a certificate of title and to endorse and transfer title for any automobile or other motor vehicle, and to represent in such transfer that the title is free and clear of all liens and encumbrances, except those specifically identified.
- 12. <u>Settlement Powers</u>. To adjust, settle, compromise, or submit to mediation or arbitration any matters which now exist or may arise between me, or my Agent, and any other person or involving any of my property interests of any kind.
- 13. <u>Legal Actions</u>. To institute, supervise, prosecute, defend, intervene in, abandon, compromise, arbitrate, settle, dismiss, and appeal from any and all legal, equitable, judicial, or administrative claims in connection with my affairs.
- 14. <u>Dividends or Distributions</u>. To receive all dividends or distributions which are or shall be payable as a result of any and all shares of stock in any corporation that I own or of which I become an owner, membership interests in any limited liability companies that I may have or acquire, and interests in partnerships, limited partnerships, and similar business entities that I may have or acquire or to which I may be beneficially entitled or to eject to reinvest such dividends or distributions.
- 15. <u>Vote Business Interests</u>. To vote at all meetings of corporations, partnerships, limited partnerships, limited liability companies, and similar business entities and to act as my proxy or representative in respect to any shares or partnership, membership, or other interests now held or which may be acquired by me; and to sign and execute any proxies or other documents.
- Transfer Business Interests. To sell, assign, transfer, and deliver shares of stock, partnership interests, limited liability company member interests, and ownership interests in similar business entities which I own or to which I may be beneficially entitled and to make and execute all necessary documents relating to such sale, assignment, transfer, and/or delivery.
- 17. Employment Benefits. To make, exercise, waive, or consent to any and all elections and/or options that I may have regarding any benefits provided or available to me through my employment.
- 18. <u>Retirement Benefits</u>. To establish one or more "individual retirement accounts" or other retirement plans or arrangements in my name.

In connection with any pension, profit sharing, or stock bonus plan, individual retirement arrangement, Roth IRA, § 401(k) plan, § 403(b) annuity or account, § 457 plan, or any other retirement plan, arrangement, or annuity in which I am a participant or of which I am a beneficiary (whether established by my Agent or otherwise) (each of which is referred to as "such Plan"), my Agent shall have the following powers, in addition to all other applicable powers granted by this Durable Power of Attorney:

- a. To make contributions or cause contributions to be made to such Plan with my funds or on my behalf.
- To receive and endorse checks or other distributions to me from such Plan or to arrange for the direct deposit of the same in any account in my name or any trust created by me or for my benefit.
- c. To eject a form of payment of benefits from such Plan and/or to withdraw benefit, from such Plan.
- d. To make, exercise, waive, and/or consent to any and all elections and/or options that I may have regarding such Plan.
- e. To direct all investments in such Plan, including but not limited to investing or reinvesting in loans, stocks, bonds, securities, life insurance, annuities (including a Medicaid single premium immediate annuity) or combinations thereof, or in any other investment which my Agent may deem proper.
- f. To designate one or more beneficiaries or contingent beneficiaries for any benefits payable under such Plan on account of my death and to change any such prior designation of beneficiary made by me or by my Agent; provided, however, that my Agent shall have no power to designate my Agent directly or indirectly as a beneficiary or contingent beneficiary to receive a greater share or proportion of any such benefit than my Agent would have otherwise received unless such changes are consented to by all other beneficiaries who would have received the benefits but for the proposed change. This limitation shall not apply to any designation of my Agent as beneficiary in a fiduciary capacity with no beneficial interest.
- 19. <u>Insurance and Annuities</u>. To exercise all powers and rights that I have, including, but not limited to, the power and right to purchase, maintain, surrender, collect, transfer ownership, cancel, pay all insurance premiums, select any options, increase coverage, borrow against, pursue all claims, adjust losses, designate and change beneficiaries, decrease coverage, cancel, and receive and dispose of cash with respect to: (a) life insurance of any kind in which I have or acquire an interest, (b) annuities of any kind

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in which I have or acquire an interest, (c) liability insurance, (d) hospital insurance, medical insurance, Medicare supplemental insurance, long-term care insurance, and disability income insurance for me or any of my dependents, and (e) casualty insurance.

- 20. Governmental Benefits. To exercise and perform any act in order to qualify me for any governmental benefit program, including the power to divest assets and convert assets into assets which are exempt under government rules and regulations, to represent me in all matters involving the Social Security Administration, Department of Human Services, Community Mental Health, or any other governmental or quasi-governmental agency or entity which provides support and/or services to me, or through which I may be eligible for support or services, and to serve as my "Althorized Representative" and "Authorized Hearing Representative," as those terms are defined by the Department of Human Services.
- 21. Renounce, Disclaim, Release, or Abandon Property Interests. To renounce and disclaim any property or interest in property or powers to which, for any reason and by any means I may become entitled, whether by gift or testate or intestate succession; to release or abandon any property or interest in property or powers which I may now or hereafter own, including any interests in or rights over trusts (including the right to alter, 2 mend, revoke, or terminate); and to exercise any right to disclaim an elective share in any estate or under any will; in exercising such discretion, my Agent may take into account such matters as shall include, but shall not be limited to, any reduction in estate or inheritance taxes on my estate, and the effect of such renunciation or disclaime: upon the people who may have an interest in my estate and the person or people who would receive the renounced or disclaimed property.
- Business Interests. To create a business entity, or to continue to conduct or participate in any business in which I may be engaged or to carry out, modify, or amend any agreement to which I may be a party; to execute partnership agreements and amendments thereto; to execute limited liability company agreements and amendments thereto; to incorporate, reorganize, merge, consolidate, recapitalize, liquidate, or dissolve any business; to elect or employ officers, directors, and agents; to carry out the provisions of any agreement for the sale of any business interest or my ownership interest therein; and to transact every kind of business of any nature and kind in which I may be involved.
- 23. <u>Borrow</u>. To borrow, such sums of money and upon such terms as my Agent may deem proper or expedient; and to execute in my name, deliver, and acknowledge promissory notes and/or renewals thereof, mortgages, pledges, and guaranties with such powers and provisions as my Agent may deem appropriate.

- 24. <u>Debts and Expenses</u>. To pay, compromise, and settle any and all bills, loans, notes, or other forms of indebtedness owed by me or which may be owed by me or incurred by my Agent for my benefit at any time in the future; and to incur and pay from any of my assets or property all reasonable expenses in connection with the control, management, and supervision of my property and the maintenance, support, care, and comfort of myself and those dependent upon me, including reasonable compensation for the services of my Agent, and fees and charges of such agents, attorneys, accountants, or others as my Agent may employ in the management of any of my affairs.
- 25. Investments. To invest and reinvest in loans, stocks, bonds, securities, real estate, life insurance, annuities, or endowment policies or combinations thereof or in any other investment which my Agent may deem appropriate, to deal with and give instructions to any financial entity with respect to the purchase, sale, or other disposition of investment assets; to add assets to or withdraw assets from any account in my name, and to sign any representation, certification, or agreement, including agreements regarding margin, option trading, or commodities accounts, which my Agent may deem appropriate.
- 26. <u>Health Care</u>. To give consent to my placement in a home or hospital for care and to give such consent and authorization for my medical and surgical treatment as may be necessary and advisable in the discretion of my Agent upon consultation with my attending physicians.
- 27. <u>Transfer of Assets</u>. To deliver assets and execute documents for transfer of ownership, with or without adequate consideration, provided gifts of my assets by my Agent shall be limited to continuing gift programs? started or initiating gifts to my family (i.e., spouse, children, parents, siblings, and their descendants) and/or to income tax deductible entities in the general pattern of the estate plan distribution that I last chose.
- 28. <u>Incidental Powers</u>. In connection with the exercise of the powers described in this Durable Power of Attorney, my Agent is fully authorized and empowered to perform any acts and to execute and deliver any documents, instruments, and/or papers necessary, appropriate, incident, or convenient to such exercise, including, without limitation, the following:
 - a. to seek on my behalf and at my expense:
 - i. A declaratory judgment from any court of competent jurisdiction interpreting the validity of this Durable Power of Attorney and any of the acts authorized by this Durable Power of Attorney, but such

declaratory judgment shall not be necessary in order for my Agent to perform any act authorized by this Durable Power of Attorney;

- ii. A mandatory injunction requiring compliance with my Agent's instructions by any person, organization, corporation, and/or other entity obligated to comply with instructions given by me; and
- iii. Actual and punitive damages against any person, organization, corporation, and/or other entity obligated to comply with instructions given by me who negligently or willfully fails or refuses to follow my Agent's instructions;
- to open, read, respond to, and redirect my mail and to represent me before the U.S. Postal Service in all matters relating to mail service;
- c. to escablish, cancel, continue, or initiate my membership in organizations and associations of all kinds;
- d. to take and give or deny custody of all of my important documents, including, but not limited to my will, codicils, trust agreements, deeds, leases, life insurance policies, contracts, and securities; and to disclose or refuse to disclose such documents,
- e. to obtain and release or deny information or records of all kinds relating to me, any interest of mine, or to any person for whom I am responsible; and
- f. to house or provide for housing, support and maintenance of any animals or other living creatures that I may own; to contract for and pay the expenses of their proper veterinary care and treatment; and if the care and maintenance of such animals or other living creatures shall become an unreasonable expense or burdensome in my Agent's opinion, to transfer such animals to one or more people or entities willing to care for and maintain them or make such other decision that my Agent feels is the decision that I would make under the existing circumstances.

29. <u>Restrictions on Agent's Power</u>.

a. Notwithstanding any provision to the contrary in this Durable Power of Attorney, unless otherwise approved by a court of competent jurisdiction, my Agent:

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- i. shall have no power or authority whatsoever with respect to any interest in or incidents of ownership in any policy of insurance I may own on the life of my Agent; and
- ii. shall have no power or authority whatsoever with respect to any irrevocable trust created by my Agent as to which I am a trustee or a beneficiary or any asset given to me by my Agent.
- b. Except as specifically authorized in this Durable Power of Attorney, my Agent shall be prohibited from:
 - i. appointing, assigning, or designating any of my assets, interests, or rights directly or indirectly to my Agent, my Agent's estate, my Agent's creditors, or the creditors of my Agent's estate;
 - ii. disclaiming assets to which I would otherwise be entitled if the effect of such disclaimer is to cause such assets to pass in any one calendar year directly or indirectly to my Agent or her estate;
 - using my assets to discharge any of my Agent's legal obligations, including any obligations of support, which my Agent may owe to one or more people or entities (excluding anybody who I am also legally obligated to support);
 - iv. exercising any discretionary fiduciary powers that I now hold or may acquire in the future; and
 - v. executing, amending, or revoking any trust of which I am settlor or co-settlor; however, my Agent can enter into a custodial agreement with a bank with trust powers.
- 30. <u>Interpretation and Governing Law.</u> This Durable Power of Attorney is to be construed and interpreted as a general durable power of attorney. The enumeration of specific powers in this Durable Power of Attorney is not intended to, nor does it, limit or restrict the general powers granted to my Agent. Paragraph headings are for convenience only and are not to be deemed to be part of this Durable Power of Attorney. This Durable Power of Attorney shall be governed by the laws of the State of Michigan in all respects, including its validity, construction, interpretation, and termination, and to the extent permitted by law, shall be applicable to all property of mine, real, personal, tangible, or intangible, and/or mixed, wherever and in whatever state of the United States or foreign country the situs of such property is at any time located and whether such property is now owned by me or hereafter acquired by me or for me by my Agent.

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- 31. Third Party Reliance. Third parties may rely upon the representations of my Agent as to all matters relating to any power granted to my Agent, and no person who acts in reliance upon the representation of my Agent or the authority granted to my Agent shall incur any liability to me or my estate as a result of permitting my Agent to exercise any power; and for the purpose of inducing third parties to rely on this Durable Power of Attorney, I warrant that, if this Durable Power of Attorney is revoked by me or otherwise terminated, I will indemnify and save third parties harmless from any loss suffered or liability incurred by such third parties in good faith reliance on the authority of my Agent prior to such third parties' actual knowledge of revocation or termination of this Durable Power of Attorney, whether such termination is by operation of law or otherwise. This warranty shall bind my heirs, devisees, and personal representatives.
- 32. Exonoration of Agent. My Agent shall be and is exonerated of any liability to the me for breach of fiduciary duty except for actions committed by my Agent in bad faith or with reckless indifference. This exoneration clause is not enforceable if inserted as the result of my Agent's abuse of a fiduciary or confidential relationship to the principal.
- 33. <u>Disability of Principal</u>. This Durable Power of Attorney shall not be affected by my disability or incapacity or by the lapse of time. The authority of my Agent shall be exercisable notwithstanding my later disability or incapacity or later uncertainty as to whether I am alive. Any act done by my Agent during any period of my disability or incapacity or during any period of uncertainty as to whether I am alive shall have the same effect as though I were alive, contretent, and not disabled and shall inure to the benefit of and bind me, my heirs, devisees, and personal representatives.
- 34. Photographic Copies. Photographic, digital, facsimile, or electronic reproductions of this executed Durable Power of Attorney (with reproduced signatures) may be made and delivered by my Agent and may be relied upon by any person to the same extent as though the copy were an original. Anyone who acts in reliance upon any representation or certificate of my Agent or upon a reproduction of this Durable Power of Attorney shall not be liable for permitting my Agent to perform any act pursuant to this Durable Power of Attorney.
- 35. <u>Conservator</u>. In the event that conservatorship proceedings are commenced, pursuant to MCL 700.5409, as amended, I nominate the person who is serving as my Agent under this Durable Power of Attorney at the time of such proceedings as the conservator of my property and business affairs. This nomination shall not be construed as limiting the foregoing powers granted to my Agent or as requiring the appointment of a conservator of my property and business affairs in the event of my subsequent disability or incapacity. In the event that my Agent is unable or unwilling to serve as my conservator, but is able to nominate another person or qualified entity

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to be the conservator of my property and business affairs, it is my desire that the Judge who appoints the conservator of my property and business affairs take my Agent's nomination and/or recommendations for the conservator of my property and business affairs into consideration and place great weight on my Agent's nomination and/or recommendations.

I have executed and delivered this Durable Power of Attorney on this 12th day of October, 2017.

On this 12th day of October, 2017, before me, a Notary Public, personally appeared Marie Ortiz who executed this Durable Power of Attorney and acknowle iged the same to be her free act and deed.

Lane Plamenden. Notary Public Grand Traverse County, Michigan My Commission Expires: 09/30/2020

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ACKNOWLEDGMENT OF RESPONSIBILITIES

I have been appointed as attorney-in-fact for Marie Ortiz, under the Durable Power of Attorney set forth above, dated 12 October, 2017 (the "Durable Power of Attorney"). By signing this Acknowledgment, I acknowledge that if and when I act as attorney-in-fact, all of the following apply:

- 1. Except as provided in the Durable Power of Attorney, I must act in accordance with the standards of care applicable to fiduciaries acting under Durable Powers of Attorney.
- 2. I must take reasonable steps to follow the instructions of Marie Ortiz.
- 3. Upon the request of Marie Ortiz, I must keep Marie Ortiz informed of my actions. I must provide an accounting to Marie Ortiz upon the request of Marie Ortiz, to a guardian or conservator appointed on being of Marie Ortiz upon the request of that guardian or conservator, or pursuant to judicial order.
- 4. I cannot make a gift from Marie Ortiz's property, unless provided for in the Durable Power of Attorney of by judicial order.
- 5. Unless provided in the Durable Power of Attorney or by judicial order, I, while acting as attorney-infact for Marie Ortiz, shall not create an account or other asset in joint tenancy between me and Marie Ortiz.
- 6. I must maintain records of n.y transactions as attorney-in-fact, including receipts, disbursements, and investments.
- 7. I may be liable for any damage or lots to Marie Ortiz, and may be subject to any other available remedy, for breach of fiduciary duty owed to Marie Ortiz. In the Durable Power of Attorney, Marie Ortiz may exonerate me of any liability to Marie Ortiz for breach of fiduciary duty except for actions committed by me in bad faith or with reckless indifference. An exoneration clause is not enforceable if inserted as the result of my abuse of a fiduciary of confidential relationship to Marie Ortiz.
- 8. I may be subject to civil or criminal penalties if I violate my outies to Marie Ortiz.

The undersigned acknowledges that he has read the above responsibilities of an automey-in-fact and agrees to abide by them.

Dated: October 12, 2017

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ACKNOWLEDGMENT OF RESPONSIBILITIES

I have been appointed as attorney-in-fact for Marie Ortiz, under the Durable Power of Attorney set forth above, dated 11 October, 2017 (the "Durable Power of Attorney"). By signing this Acknowledgment, I acknowledge that if and when I act as attorney-in-fact, all of the following apply:

- 1. Except as provided in the Durable Power of Attorney, I must act in accordance with the standards of care applicable to fiduciaries acting under Durable Powers of Attorney.
- 2. I must take reasonable steps to follow the instructions of Marie Ortiz.
- 3. Upon the request of Marie Ortiz, I must keep Marie Ortiz informed of my actions. I must provide an accounting to Marie Ortiz upon the request of Marie Ortiz, to a guardian or conservator appointed on orthalf of Marie Ortiz upon the request of that guardian or conservator, or pursuant to judicial order.
- 4. I carnot make a gift from Marie Ortiz's property, unless provided for in the Durable Power of Attorne, or by judicial order.
- 5. Unless provided in the Durable Power of Attorney or by judicial order, I, while acting as attorney-infact for Marie Ortiz, shall not create an account or other asset in joint tenancy between me and Marie Ortiz.
- 6. I must maintain records of my transactions as attorney-in-fact, including receipts, disbursements, and investments.
- 7. I may be liable for any damage or loss to Marie Ortiz, and may be subject to any other available remedy, for breach of fiduciary duty o ved to Marie Ortiz. In the Durable Power of Attorney, Marie Ortiz may exonerate me of any liability to 'Ma ie Ortiz for breach of fiduciary duty except for actions committed by me in bad faith or with reckless in difference. An exoneration clause is not enforceable if inserted as the result of my abuse of a fiduciary or confidential relationship to Marie Ortiz.
- 8. I may be subject to civil or criminal penalties if I violate my duties to Marie Ortiz.

The undersigned acknowledges that he has read the above responsibilities of an attorney-in-fact and agrees to abide by them.

Dated: OCT 12, 2017

David Wiegele

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LEGAL DESCRIPTION

Order No.: 18CSA022005OP

For APN/Parcel ID(s): 32-03-307-024-0000 and 32-03-307-025-0000

PARCEL 1:

LOT 9 IN BLOCK 3 IN M.K. SWEET'S SUBDIVISION OF THE WEST 572 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 10 IN BLOCK 3 IN M.K. SWEET'S SUBDIVISION OF THE WEST 572 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.