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Edward M. Moody
Cook County Recorder of Deeds
Date: 08/28/2019 11:20 AM Pg: 1 of 11

Order # 65930702- 5090411

Borrower: Yolanda Kozicz

POA |

Return to:

*Yolanda Kozicz
3630 N Oleander Ave
Chicago, IL 60634*

Property of Cook County Clerk's Office

UNOFFICIAL COPY**Illinois Statutory Short Form Power of Attorney for Property**
(Illinois Power of Attorney Act 755 ILCS 45/3-3)**Explanation**

The following form provides what is known as "statutory property power" and may be used to grant an agent powers with respect to property and financial matters. When a power of attorney in substantially the following form is used, including the "notice" paragraph at the beginning in capital letters and the notarized form of acknowledgment at the end, it shall have the legally binding effect intended under the statute. The validity of a power of attorney as meeting the requirements of a statutory property power shall not be affected by the fact that one or more of the categories of optional powers listed in the form are struck out or the form includes specific limitations on or additions to the agent's powers, as permitted by the form.

Using the form below will not invalidate or bar use by the principal of any other or different form of power of attorney for property. Nonstatutory property powers must be executed by the principal and designate the agent and the agent's powers, but they need not be acknowledged or conform in any other respect to the statutory property power.

NOTICE: THE PURPOSE OF THIS POWER OF ATTORNEY IS TO GIVE THE PERSON YOU DESIGNATE (YOUR "AGENT") BROAD POWERS TO HANDLE YOUR PROPERTY, WHICH MAY INCLUDE POWERS TO PLEDGE, SELL OR OTHERWISE DISPOSE OF ANY REAL OR PERSONAL PROPERTY WITHOUT ADVANCE NOTICE TO YOU OR APPROVAL BY YOU. THIS FORM DOES NOT IMPOSE A DUTY ON YOUR AGENT TO EXERCISE GRANTED POWERS; BUT WHEN POWERS ARE EXERCISED, YOUR AGENT WILL HAVE TO USE DUE CARE TO ACT FOR YOUR BENEFIT AND IN ACCORDANCE WITH THIS FORM AND KEEP A RECORD OF RECEIPTS, DISBURSEMENTS AND SIGNIFICANT ACTIONS TAKEN AS AGENT. A COURT CAN TAKE AWAY THE POWERS OF YOUR AGENT IF IT FINDS THE AGENT IS NOT ACTING PROPERLY. YOU MAY NAME SUCCESSOR AGENTS UNDER THIS FORM BUT NOT CO-AGENTS. UNLESS YOU EXPRESSLY LIMIT THE DURATION OF THIS POWER IN THE MANNER PROVIDED BELOW, UNTIL YOU REVOKE THIS POWER OR A COURT ACTING ON YOUR BEHALF TERMINATES IT, YOUR AGENT MAY EXERCISE THE POWERS GIVEN HERE THROUGHOUT YOUR LIFETIME, EVEN AFTER YOU BECOME DISABLED. THE POWERS YOU GIVE YOUR AGENT ARE EXPLAINED MORE FULLY IN SECTION 3-4 OF THE ILLINOIS "STATUTORY SHORT FORM POWER OF ATTORNEY FOR PROPERTY LAW" OF WHICH THIS FORM IS A PART (SEE THE END OF THIS FORM). THAT LAW EXPRESSLY PERMITS THE USE OF ANY DIFFERENT FORM OF POWER OF ATTORNEY YOU MAY DESIRE.

YOU ARE NOT REQUIRED TO SIGN THIS POWER OF ATTORNEY, BUT IT WILL NOT TAKE EFFECT WITHOUT YOUR SIGNATURE. YOU SHOULD NOT SIGN THIS POWER OF ATTORNEY IF YOU DO NOT UNDERSTAND EVERYTHING IN IT, AND WHAT YOUR AGENT WILL BE ABLE TO DO IF YOU DO SIGN IT.

PLEASE PLACE YOUR INITIALS ON THE FOLLOWING LINE INDICATING THAT YOU HAVE READ THIS NOTICE:


Principal's Initials

Prepared for: Raymond & Yolanda Kozicz

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Name of Principal: Raymond W. Kozicz, Jr.
 Address of Principal: 3630 N. Oleander Ave., Chicago, IL 60634

HEREBY REVOKE ALL PRIOR POWERS OF ATTORNEY FOR PROPERTY EXECUTED BY ME AND APPOINT:

Yolanda Kozicz, spouse, formerly known as Yolanda Figueroa
 Address of agent: 3630 N. Oleander Ave., Chicago, IL 60634

POWER OF ATTORNEY made this 5th day of August, 2019

I, Raymond W. Kozicz, Jr. of 3630 N. Oleander Ave., Chicago, IL 60634, hereby appoint: my spouse, Yolanda Kozicz, formerly known as Yolanda Figueroa, also of 3630 N. Oleander Ave., Chicago, IL 60634, 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. 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.~~
- l. Business operations.
- m. Borrowing transactions.
- n. Estate transactions.
- o. All other property powers and transactions.

2. The powers granted above shall not include the following powers or shall be modified or limited in the following particulars:

Stock, bond and/or commodity transactions, safety deposit transactions, retirement and/or pension plans, and social security benefits will not be included in these powers as they do not relate to the property/refinance of loan regarding 3630 N. Oleander Ave. Chicago, IL 60634.

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

I grant and appoint, my spouse, Yolanda Kozicz, my agent full power to:

- a. to execute mortgages, notes, deeds, affidavits, survey affidavits, and any and all forms and documents required in connection and necessary to close on the mortgage refinance of the property located and described as follows: Single Family Residence, 3630 N. Oleander Ave, Chicago, IL 60634, Cook County.

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- b. To attend the closing of title and deliver the deed, mortgage, affidavit of title, survey affidavit, and other closing forms and documents.
- c. To represent me in all respects at the closing including but not limited to the negotiation, payment and settlement of all adjustments, liens, claims and encumbrances;
- d. To receive all proceeds from the mortgage/refinance of the property, including any refund of escrow funds, additional equity monies, payments to debtors or other mortgage payments;
- e. To confirm and approve any monies that will be wire transferred into our joint checking account at Bank of America;
- f. To do all acts that I might or could have done in the mortgage/refinance of the property.


I grant, my spouse, Yolanda Kozicz, my agent, to accept, initial or sign, all terms and covenants, compliance agreements, correction agreements, right to cancel agreements and any other standard financial closing documents contained with the property refinance loan, Quicken Loans, Rocket Mortgage, Loan # 3432590272, Amrock, Inc. Title File No. 65930702, and including any client acknowledgements for the title and deed of our property, 3630 N Oleander Ave. Chicago, IL 60634.

I grant, my spouse, Yolanda Kozicz, my agent, to accept any checks received from the above-referenced loan to pay for our mutual debts, including TD Finance, car loan for which I am primary, revolving accounts with Chase for which I am also primary, and revolving from Nordstrom.

4. My agent shall have the right by written instrument to delegate any or all of the foregoing powers involving discretionary decision-making to any person or persons whom my agent may select, but such delegation may be amended or revoked by any agent (including any successor) named by me who is acting under this power of attorney at the time of reference.

5. My agent shall be entitled to reasonable compensation for service rendered as agent under this power of attorney. My agent, is my spouse, and compensation is not necessary for the closing of this mortgage loan.

6.  This power of attorney shall become effective on Monday, August 5, 2019.

7.  This power of attorney shall terminate on Tuesday, December 31, 2019.

8. If any agent named by me shall die, become incompetent, resign 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:

Amanda Iris Rivera, daughter.

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.

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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 [Signature]
Initial

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

The undersigned witness certifies that Raymond W Kozicz Jr, 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: August 5, 2019

[Signature]

Witness - Print Name: Jaime Lindstrom

State of ILLINOIS
County of COOK

The undersigned, a notary public in and for the above county and state, certifies that Raymond W Kozicz Jr, 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 additional witness 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: August 5, 2019



[Signature]
Notary Public

My commission expires 9/7/21

Signed [Signature]
Principal: Raymond W Kozicz Jr

Date: August 5, 2019

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Specimen signature of agent

Yolanda Kozick
Agent: Yolanda Kozick (formerly known as Yolanda Figueroa)

I certify that the above signature of my agent is correct.

Raymond W Kozicz Jr
Principal: Raymond W Kozicz Jr

Specimen signature of successor agent

Raymond W Kozicz Jr
(successor agent)

I certify that the above signature of my successor agent is correct.

Raymond W Kozicz Jr
Principal: Raymond W Kozicz Jr

State of ILLINOIS

County of COOK

The undersigned, a notary public in and for the above county and state, certifies that

Raymond W Kozicz Jr, 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 additional witness 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).

Date: August 6, 2019



Cheryl Andrews
Notary Public

My commission expires 9/7/21

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This document was prepared by:

Michael A. Perez, Law Offices of Michael A. Perez
 1011 N. California Ave.
 Chicago, IL 60622
 Phone: 773-772-8989

§ 755 ILCS 45/3-4. Explanation of powers granted in the statutory short form power of attorney for property

(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. 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 (c) to make gifts of the principal's property, to exercise powers to appoint to others or to change any beneficiary whom the principal has designated to take the principal's interests at death under any will, trust, joint tenancy, beneficiary form or contractual arrangement. The agent will be under no duty to exercise granted powers or to assume control of or responsibility for the principal's property or affairs; but when granted powers are exercised, the agent will be required to use due care to act for the benefit of the principal in accordance with the terms of the statutory property power and will be liable for negligent exercise. The agent may act in person or through others reasonably employed by the agent for that purpose and will have authority to sign and deliver all instruments, negotiate and enter into all agreements and do all other acts reasonably necessary to implement the exercise of the powers granted to the agent.

(a) Real estate transactions. The agent is authorized to: buy, sell, exchange, rent and lease real estate (which term includes, without limitation, real estate subject to a land trust and all beneficial interests in and powers of direction under any land trust); collect all rent, sale proceeds and earnings from real estate; convey, assign and accept title to real estate; grant easements, create conditions and release rights of homestead with respect to real estate; create land trusts and exercise all powers under land trusts; hold, possess, maintain, repair, improve, subdivide, manage, operate and insure real estate; pay, contest, protest and compromise real estate taxes and assessments; and, in general, exercise all powers with respect to real estate which the principal could if present and under no disability.

(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.

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~~(c) **Stock and bond transactions.** The agent is authorized to: buy and sell all types of securities (which term includes, without limitation, stocks, bonds, mutual funds and all other types of investment securities and financial instruments); collect, hold and safekeep all dividends, 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 safekeep tangible personal property; and, in general, exercise all powers with respect to tangible personal property which the principal could if present and under no disability.~~

~~(e) **Safe deposit box transactions.** The agent is authorized to: open, continue and have access to all safe deposit boxes; sign, renew, release or terminate any safe deposit contract; drill or surrender any safe deposit box; and, in general, exercise all powers with respect to safe deposit matters which the principal could if present and under no disability.~~

~~(f) **Insurance and annuity transactions.** The agent is authorized to: procure, acquire, continue, renew, terminate or otherwise deal with any type of insurance or annuity contract (which terms include, without limitation, life, accident, health, disability, automobile casualty, property or liability insurance); pay premiums or assessments on or surrender and collect all distributions, proceeds or benefits payable under any insurance or annuity contract; and, in general, exercise all powers with respect to insurance and annuity contracts which the principal could if present and under no disability.~~

~~(g) **Retirement plan transactions.** The agent is authorized to: contribute to, withdraw from and deposit funds in any type of retirement plan (which 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 to 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, property and other tax returns, including joint returns and declarations of estimated tax; pay all taxes; claim, sue for and receive all tax refunds; examine and copy all the principal's tax returns and records; represent the principal before any federal, state or local revenue agency or taxing body and sign and deliver all tax powers of attorney on behalf of the principal that may be necessary for such purposes; waive rights and sign all documents on behalf of the principal as required to settle, pay and determine all tax liabilities; and, in general, exercise all powers with respect to tax matters which the principal could if present and under no disability.~~

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(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.

~~**(k) Commodity and option transactions.** The agent is authorized to: buy, sell, exchange, assign, convey, settle and exercise commodities futures contracts and call and put options on stocks and stock indices traded on a regulated options exchange and collect and receipt for all proceeds of any such transactions; establish or continue option accounts for the principal with any securities or futures broker; and, in general, exercise all powers with respect to commodities and options which the principal could if present and under no disability.~~

(l) Business 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 trust, estate or property subject to fiduciary control; establish a revocable trust solely for the benefit of the principal that terminates at the death of the principal and is then distributable to the legal representative of the estate of the principal; and, in general, exercise all powers with respect to estates and trusts which the principal could if present and under no disability; provided, however, that the agent may not make or change a will and may not revoke or amend a trust revocable or amendable by the principal or require the trustee of any trust for the benefit of the principal to pay income or principal to the agent unless specific authority to that end is given, and specific reference to the trust is made, in the statutory property power form.

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

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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) act in good faith for the best interest of the principal, using due care, competence, and diligence;
- (3) keep a complete and detailed record of all receipts, disbursements, and significant actions conducted for the principal;
- (4) attempt to preserve the principal's estate plan, to the extent actually known by the agent, if preserving the plan is consistent with the principal's best interest; and
- (5) cooperate with a person who has authority to make health care decisions for the principal to carry out the principal's reasonable expectations to the extent actually in the principal's best interest.

As agent you must not do any of the following:

- (1) act so as to create a conflict of interest that is inconsistent with the other principles in this Notice to Agent;
- (2) do any act beyond the authority granted in this power of attorney;
- (3) commingle the principal's funds with your funds;
- (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"

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

If you violate your duties as agent or act outside the authority granted to you, you may be liable for any damages, including attorney's fees and costs, caused by your violation. If there is anything about this document or your duties that you do not understand, you should seek legal advice from an attorney.

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EXHIBIT A - LEGAL DESCRIPTION

Tax Id Number(s): 12-24-225-017-0000

Land situated in the County of Cook in the State of IL

LOT 6 IN BLOCK 5 IN SAWIAK AND COMPANY'S FIRST ADDITION TO ADDISON HEIGHTS, A SUBDIVISION OF PART OF LOT 2 IN ASSESSORS DIVISION OF THE EAST 1/2 OF FRACTIONAL SECTION 24, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE INDIAN BOUNDARY LINE IN COOK COUNTY, ILLINOIS

Commonly known as: 3630 N Oleander Ave, Chicago, IL 60634-3208

THE PROPERTY ADDRESS AND TAX PARCEL IDENTIFICATION NUMBER LISTED ARE PROVIDED SOLELY FOR INFORMATIONAL PURPOSES