Doc#. 2004946281 Fee: \$98.00

Edward M. Moody

Cook County Recorder of Deeds
Date: 02/18/2020 12:55 PM Pg: 1 of 12

Prepared by Prepared by Markin farrelly 4806 N. Linder Ave PRAIRIE TITLE 6821 W. NORTH AVE. OAK PARK, IL 60302 Apt 1B Chicaso: 12 406 30

Durable Fower of Attorney

NOTICE: THE POWERS GRANTLD BY THIS DOCUMENT ARE BROAD AND SWEEPING. IF YOU HAVE ANY QUESTIONS ABOUT THES'S POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH-CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS DURABLE POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.

Definition of Agent

As used in this document, the term "Agent" shall include all agent(s), attorney(s)-in-fact, attorneys-in-fact / agents, and mandatary or mandataries who are appointed herein.

ro all persons, be it known, that I, Anne Marsigned
Principal, who resides at 251 5. 10th Aug.,
Dity of North Riverside, County of Cool / ,
State of Things, do hereby appoint March C. Farcelly as my
Agent, and Conwor A. Faccelly as my Agent, who must act jointly may act
separately on my behalf.
At the time of the execution of this Durable Power of Attorney,
Wartin C Farrelly resides at 1804 N. Linder Ave OX18 ,
City of Chicago, County of Cook State of
<u>Lungus</u>
At the time of the execution of this Durable Power of Attorney,
Connor A Farally resides at 3955 Vista Ct.,
City of Los Angels, State of
f one of my Agents is unable to serve for any reason, XI authorize the remaining named Agent to
act as my sole Agent OR I I designate Thomas G. Mucielle , residing at
235 Wisley Are City of Oak Park , County of
, State of Living , to serve in that person's place.
f both of my Agents are unable to serve for any reason, I designate
Jannes C. Farcelly, residing at 17585 Green Oaks Ct.,
Dity of Stander, County of Standard Standard Standard State of
, as my Successor Agent.
SmartLegalForms LF205 Durable Power of Attorney 6-15, Pg. 1 of 7

Grant of General Authority

My Agent shall care for, manage, control, and handle all of my business, financial, property and personal affairs in my name, place and stead in as full and complete a manner in which I myself could do, if I were personally present, with respect to the following matters, to the extent that I am permitted by law to act through such a representative and subject to any limitations on or additions to the specified powers inserted after the following:

(NOTICE: The Principal must write his or her initials in the corresponding blank space for each of the subdivisions (A) through (M) below for which the Principal WANTS to give the Agent authority. If the corresponding blank space for any particular subdivision is NOT initialled, NO AUTHORITY WILL BE GRANTED for those matters specified in the subdivision. ALTERNATIVELY, the letter corresponding to each power are Principal wishes to grant has been referenced in subdivision "(N)", and the Principal may initial in the blank space to the left of subdivision "(N)" in order to grant each of the powers so indicated.)

(B) Tangible personal property transactions. To lease, sell, mortgage, purchase, exchange, and acquire, and to agree, bargain, and contract for the lease, sale, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any personal property whatsoever, tangible or intangible, or interest thereto, on such terms and conditions, and under such covenants, as my Agent shall deem proper; and to maintain, repair, improve, manage, insure, rent, lease, sell, convey, subject to liens or mortgages, or to take any other security interests in sold property which are recognized under the Uniform Commercial Code as adopted at that time under the laws of the State of the State of or any applicable state, or otherwise hypothecate (ple lige), and in any way or manner deal with all or any part of any real or personal property whatsoever, rangible or intangible, or any interest therein, that I own at the time of execution or may thereafter acquire, under such terms and conditions, and under such covenants, as my Agent shall deem proper.

(C) Stock and bond transactions. To purchase, sell, exchange, surrender, assign, redeem, vote at any meeting, or otherwise transfer any and all shares of stock, bonds, or other securities in any business, association, corporation, partnership, or other legal entity, whether private or public, now or hereafter belonging to me.

(D) Commodity and option transactions. 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.

(E) Banking and other financial institution transactions. To make, receive, sign, endorse, execute, acknowledge, deliver and possess checks, drafts, bills of exchange, letters of credit, notes, stock certificates, withdrawal receipts and deposit instruments relating to accounts or deposits in, or certificates of deposit of banks, savings and loans, credit unions, or other institutions or associations. To pay all sums of money, at any time or times, that may hereafter be owing by me upon any account, bill of exchange, check, draft, purchase, contract, note, or trade acceptance made, executed, endorsed, accepted, and delivered by me or for me in my name, by my Agent. To borrow from time to time such sums of money as my Agent may deem proper and execute promissory notes, security deeds or agreements, financing statements, or other security instruments in such form as the lender may request and renew said notes and security instruments from time to time in whole or in part. To have free access at any time or times to any safe deposit box or vault to which I might have access.

(F) Business operating transactions. To conduct, engage in, and otherwise transact the affairs of any and all leverful business ventures of whatever nature or kind that I may now or hereafter be involved in. 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 propriete ship, 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.

(AN) (G) Insurance and annuity transactions To exercise or perform any act, power, duty, right, or obligation, in regard to any contract of life, accident, health, disability, liability, or other type of insurance or any combination of insurance; and to procure new or additional contracts of insurance for me and to designate or change the beneficiary of same; provided, however, that my Agent cannot designate himself or herself as beneficiary of any such insurance contracts, unless the Agent is my spouse or only child.

(H) Estate, trust and other beneficiary transactions. To accept 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 exercise 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.

() Claims and litigation. To commence, prosecute, discontinue, or defend all actions or other legal proceedings touching my property, real or personal, or any part thereof, or touching any matter in which I or my property, real or personal, may be in any way concerned. To defend, settle, adjust, make allowances, compound, submit to arbitration, and compromise all accounts, reckonings, claims, and demands whatsoever that now are, or hereafter shall be, pending between me and any person, firm, corporation, or other legal entity, in such manner and in all respects as my Agent shall deem proper.

(AM) (J) Personal and family maintenance. To hire accountants, attorneys at law, consultants, clerks, physicians, nurses, agents, servants, workmen, and others and to remove them, and to appoint others in their place, and to pay and allow the persons so employed such salaries, wages, or other remunerations, as my Agent shall deem proper.

(K) Benefits from Social Security, Medicare, Medicaid, or other governmental programs, or military service. 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, including but not limited to Medicare and Medicaid, which the Principal could exercise if present and under no disability

(L) Retirement piece transactions. 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.

(M) Tax matters. To prepare, to make elections, to execute and to file all tax, Social Security, unemployment insurance, and informational returns required by the laws of the United States, or of any state or subdivision thereof, or of any foreign government to prepare, to execute, and to file all other papers and instruments which the Agent shall think to be desirable or necessary for safeguarding of me against excess or illegal taxation or against penalties imposed for claimed violation of any law or other governmental regulation; and to pay, to compromise, or to contest or to apply for refunds in connection with any taxes or assessments for which I am or may be liar ie.

(N) ALL OF THE MATTERS LISTED ABOVE. YOU NEED NOT INITIAL ANY OTHER LINES IF YOU INITIAL LINE (N).

Grant of Specific Authority (Optional)

My Agent MAY NOT do any of the following specific acts for me UNLESS I have INITIALED the specific authority listed below:

(CAUTION: Granting any of the following will give your Agent the authority to take actions that could significantly reduce your property or change how your property is distributed at your death. INITIAL ONLY the specific authority you WANT to give your Agent.)

(AME) Create, amend, revoke or terminate an inter vivos trust.

(AMC) Make a gift.

(MK) Create or change rights of survivorship.

(AMB) Create or change a beneficiary designation.

(AM) Authorize another person to exercise the authority granted under this Durable Power of Attorney.

Waive the Principal's right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan.

(AM) Exercise fiduciary powers that the Principal has authority to delegate.

(AMR Disclaim or refuse an interest in property, including a power of appointment.

Limitation on Agent's Authority

An Agent that is not my ancestor, spouse or descendant MAY NOT use my property to benefit the Agent or a person to whom the Agent owes an obligation of support unless I have included that authority in the Special Instructions.

Special Instructions (Optional)

Additional powers, if any, that are not inconsistent with the other provisions of this Durable Power of Attorney:

The powers granted hereinabove shall not include the following powers or shall be modified or limited in the following particulars:

Additional powers, if any, granted to the Agent with respect to any power listed above and not Thy Cler eliminated/struck out by the Principal:

Special Instructions for Gifts

Special instructions applicable to gifts (initial in front of the following sentence to have it apply):

(AMF) grant my Agent the power to apply my property to make gifts to individuals, charities, or to the Agent, up to the amount of \$500 per year, per individual or entity, without signature of the Principal, as the Agent determines to be in the Principal's best interest.

Authorization for an Agent to make gifts or transfers of \$500 or more requires the Principal to execute a Major Gifts Rider at the same time as the Durable Power of Attorney document.

(AWF) grant my Agent the power to make major gifts and transfers of my property set forth under the Major Gifts Rider.

Nomination of Guardian or Conservator (Optional)

				dian of my person or Con-
servator of my estate				
at 4304 N. Lin	der Auc XIB	, City of	Chicasi	, County of
Cook			2 3	considered by the court for
appointment to serve				oresentative capacity.

© SmartLegalForms

2004946281 Page: 6 of 12

UNOFFICIAL COPY

Effective Date/Durable Provision

This Durable Power of Attorney shall be effective immediately, shall not be affected by any lapse of time, and shall not be affected by the subsequent incapacity of the Principal except as provided by statute in the State of, and all acts done by the Agent under the power granted herein during any period of the Principal's disability or incapacity shall have the same effect and inure to the benefit of and bind the Principal and Principal's successors in interest as if the Principal were competent and not disabled.
My Agent hereby accepts this appointment subject to its terms and agrees to act and perform in the said fiduciary capacity and observe the standards of care applicable to trustees as described by relevant statute consistent with my best interests as his, her, or their best discretion deem advisable, and I affirm and ratify all acts so undertaken.
If the Agent is a co-porate Agent, the Agent shall not use my assets for its benefit, nor the benefit of its officers or directors
If this Durable Power of Attorney is revoked or terminated, such revocation or termination for any reason in accordance with law shall be ineffective as to any Agent unless and until actual notice or knowledge of such revocation or termination shall have been received by the Agent.
My subsequent death shall not revoke or terminate the agency granted herein as to my Agent who, without actual knowledge of my death, acts in good faith under this Durable Power of Attorney. Any action so taken, unless otherwise invalid or unenforceable, shall bind my successors in interest.
Notice to Third Parties To induce any third-party to act hereunder, I hereby agree that any third-party receiving a duly executed copy or facsimile of this instrument may act hereunder, and that revocation or termination shall have been received by such third-party, and I for myself and for my heirs, executors, legal representatives and assigns, hereby agree to indemnify and hold harmless any such third-party from and against any and all claims which may arise against such third-party by reason of such third-party having relied on the provisions of this instrument.
THIS DURABLE POWER OF ATTORNEY MAY BE REVOKED OR AMENDED IN WRITING BY ME AT ANY TIME. (date) ANNE M. FORCE (M.M., Principal)
All I Swille #8/17/2019 (date)
First Witness 8/7/19 (date)
Second Witness

2004946281 Page: 7 of 12

UNOFFICIAL COPY

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF Illinois) COUNTY OF COOK)
On August 7., 20 19, before me, Raquel Charlez, Notary Public, personally appeared Anne M. Farrelly, as Principal, and, as Witness, and Thomas G. Muricillo, as Witness, as Witness, and Thomas G. Muricillo, and G. Witness, and Thomas G. Muricillo, as Witness, and Thomas G. Muricillo, and G. Witness, and Thomas G. Witness, and Thomas G. Witness, and Thomas G. Muricillo, and G. Witness, and Thomas G. Witness, and G. Witness, and Thomas G. Witness, and G
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/ar subscribed to the within instrument and acknowledged to me that he/she/they executed the samin his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.
Signature of Notary Affiant Known Produced ID
RAQUEL CHAIDEZ (Seal) Official Seal Notary Public – State of Illinois My Commission Expires Aug 21, 2021
AGENT'S SIGNATURE AND ACKNOWLEDGMENT
First Agent Acknowledgement
I, Marchin C. Farrelly, am the person identified as the Agent for the Principal named in this document and acknowledge my legal dirties. Signature Signature
Second Agent Acknowledgement (if applicable)
I, CONNOC A. FORCELLY, am the person identified as the Agent for the Principal
named in this document and acknowledge my legal duties.
Date Signature J

2004946281 Page: 8 of 12

UNOFFICIAL COPY

AGENT'S CERTIFICATION AS TO THE VALIDITY OF POWER OF ATTORNEY AND AGENT'S AUTHORITY

STATE OF TALINGIS
COUNTY OF COOK
I, Mortin C. Fourelly certify under penalty of perjury that Anne M. Fourelly granted me authority as Agent or Successor Agent in a power of attorney dated 8/7/19.
I further certify that to my knowledge:
(1) the Principal is alive and has not revoked the Power of Attorney or my authority to act under the Power of Attorney and the Power of Attorney and my authority to act under the Power of Attorney have not terminated;
(2) if the Power of Attorney was drafted to become effective upon the happening of an event or contingency, the event or contingency has occurred; and
(3) if was named as a Successor Agent, the prior Agent is no longer able or willing to serve.
Agent Signature and Date
Printed Name of Agent, Address and Phone Number 1804 N. Linder Aug. 1815 Phone: (708) 935-6441
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
On August 1, 20 19, before me, Request Grades, a Notary Public, personally appeared Martin C. Farrelly, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of
WITNESS my hand and official seal. RAQUEL CHAIDEZ Official Seal Notary Public - State of Illinois My Commission Expires Aug 21, 2021 Signature of Notary
Affiant Known Produced ID Type of ID <u>Illicipis Drivers License</u> (Seal)

2004946281 Page: 9 of 12

UNOFFICIAL COPY

DURABLE POWER OF ATTORNEY - MAJOR GIFTS RIDER AUTHORIZATION TO MAKE MAJOR GIFTS OR OTHER TRANSFERS

Attached	to,a Durable	Power of	of Attorne	y dated .	<u> </u>	1	<u> 171 </u>
made by		$\Delta \Delta$	_£&X	عالك	1	*	

CAUTION TO THE PRINCIPAL: This OPTIONAL rider allows you to authorize your Agent to make major gifts or other transfers of your money or other property during your lifetime. Granting any of the following authority to your Agent gives your Agent the authority to take actions which could significantly reduce your property or change how your property is distributed at your death. This Major Gifts Rider does not require your Agent to exercise granted authority, but when he or she exercises this authority, he or she must act according to any instructions you provide, or otherwise in your best interest.

This Major Gifts Pider and the Durable Power of Attorney it supplements must be read together as a single instrument.

Before signing this accument authorizing your Agent to make major gifts and other transfers, you should seek legal advice to ensure that your intentions are clearly and properly expressed.

(a) GRANT OF LIMITED AUTIORITY TO MAKE GIFTS:

Granting gifting authority to you. Agent gives your Agent the authority to take actions which could significantly reduce your property. It you wish to allow your Agent to make gifts to himself or herself, you must separately grant that authority in subdivision (c) below.

To grant your Agent the gifting authority provided below, initial the bracket to the left of the authority. If you grant authority to my Agent to make gifts to my spouse, children and more remote descendants, and parents, not to exceed, for each donce, the annual federal gift tax exclusion amount pursuant to the Internal Revenue Code. For gifts to my children and more remote descendants, and parents, the maximum amount of the gift to each donce shall not exceed twice the gift tax exclusion amount, if my spouse agrees to split gift treatment pursuant to the Internal Revenue Code. This

authority must be exercised pursuant to my instructions, or otherwise for purposes which the Agent

reasonably deems to be in my best interest.

(b) MODIFICATIONS:

Use this section if you wish to authorize gifts in excess of the above amount. gifts to other beneficiaries, or other types of transfers.

Granting such authority to your Agent gives your Agent the authority to take actions which could significantly reduce your property and/or change how your property is distributed at your death. If you wish to authorize your Agent to make gifts or transfers to himself or herself, you must separately grant that authority in subdivision (c) below.

grant the following authority to my Agent to make gifts or transfers pursuant to my instructions, or otherwise for purposes which the Agent reasonably deems to be in my best interest:

2004946281 Page: 10 of 12

UNOFFICIAL COPY

(c) GRANT OF SPECIFIC AUTHORITY FOR AN AGENT TO MAKE MAJOR GIFTS OR OTHER TRANSFERS TO HIMSELF OR HERSELF: (OPTIONAL)

If you wish to authorize your Agent to make gifts or transfers to himself or herself, you must grant that authority in this section, indicating to which Agent(s) the authorization is granted, and any limitations and guidelines.

() I grant specific authority transfers to himself or herself	•	gent(s) to make t	he following majo	or gifts or other
	is authorized	to transfer my		to
himself or herself;				
(ii)himself or herself:	is authorized	to transfer my		to
(iii)	is authorized	to transfer my		to
This authority must be e.e.o			therwise for purp	oses which the
(d) ACCEPTANCE BY THIR I agree to indemnify the third reliance on this Major Gifts F	d party for any claims	s that may arise a	gainst the third pa	arty because of
(e) SIGNATURE OF PRINCI In Witness Whereof I have he PRINCIPAL signs here: ==>	ereunto signed my re	MEDGMENT:	, 20	12.
A Notary Public or other officer document to which this certific				
STATE OF THINKS COUNTY OF COOK)	Rag	uel Chaide	
On August 07 a Notary Public, personally approved to me on the basis of to the within instrument and authorized capacity(ies), and entity upon behalf of which the	opearedAnnle, as Witness, and satisfactory evidence acknowledged to me that by his/her/their	M. Farrad M. Farrad TWIME G. W to be the person(s that he/she/they e signature(s) on the	elly, a lariello, a lariello, a lariello, a la lariello, a la lariello, a la lariello, a l	as Principal, and ar Witness, who a/a/a subscribed a in his her/their
I certify under PENALTY OF	,		in the second	
that the foregoing paragraph	is true and correct.	RAQ	UEL CHAIDEZ	
WITNESS my hand and office	iai seal.	Notary Pul	official Seal plic – State of Himois on Expires Aug 21, 2021	
Signature of Notary Affiant Known Pr	oduced ID Type of	D <u>Illinois</u> S	tate I.D	(Seal)

2004946281 Page: 11 of 12

UNOFFICIAL COPY

(f) SIGNATURES OF WITNESSES:

By signing as a Witness, I acknowledge that the Principal signed the Major Gifts Rider in my presence and the presence of the other Witness, or that the Principal acknowledged to me that the Principal's signature was affixed by him or her or at his or her direction. I also acknowledge that the Principal has stated that this Major Gifts Rider reflects his or her wishes and that he or she has signed it voluntarily. I am not named herein as a permissible recipient of major gifts.

i dili liot lidilico licicili do a bollilioginio tombicili di malar An	
Alf Marill	2.7.19
Signature of Witness #1	Date
Frank Muniello	
Print Name	
335 5 Mesley	
Address Dal July FC law of	
City, State and Zip	
Mu Mul E	E-7-1/P
Signature of Witness #2	Date
Thomas MURIELLO	
Print Name	
235 Weskelf	7
Address	0.
Pak frok Vel 60302	C/O/A/S O/FICO
City, State and Zip	20
A a	
(a) THIS DOCUMENT PREPARED BY: Martin	C facelly

2004946281 Page: 12 of 12

UNOFFICIAL COPY

Legal Description

LOT 21 IN BLOCK 1 IN KOMAREK'S WEST 22ND STREET 5TH ADDITION, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 2259 S. 10th Ave, North Riverside, IL 60546

PERMANENT INDEX NUMBER: 15-27-207-021-0000

: 15-27-207-021-0000
COLINIA CICARAS OFFICE