

# UNOFFICIAL COPY

Doc#: 2110401387 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 04/14/2021 11:15 AM Pg: 1 of 20

Dec ID 20210301652605  
ST/CO Stamp 1-898-341-904 ST Tax \$250.00 CO Tax \$125.00

## WARRANTY DEED

THIS INSTRUMENT WAS PREPARED BY:

**Helen Barrett Fanning**  
Attorney at Law  
205 S Cumberland Ave.  
Park Ridge, IL 60068

THE GRANTOR, **ELAINE EDLUND** by **RICHARD GROWS** under authority granted by Power of Attorney for Property for **ELAINE EDLUND, widowed and not since remarried**, of the City of Oak Park, Cook County, State of Illinois, for and in consideration of **TEN AND 00/100 DOLLARS (\$10.00)** in hand paid, convey and warrant to the Grantee, **TITO DENKOVSKI, unmarried**, of the City of Oak Park, County of Cook, State of Illinois, the following described real estate situated in the County of Cook, in the State of Illinois, to wit:

LOT 5 IN BLOCK 11 IN W. J. WILSON'S ADDITION TO OAK PARK IN SECTION 18, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**SUBJECT TO:** Covenants, conditions and restrictions of record and building lines and easements, if any, provided they do not interfere with the current use and enjoyment of the Real Estate; and general real estate taxes not yet due and payable at the time of Closing.

Hereby releasing and waiving all rights under and by virtue of the Homestead exemption laws of the State of Illinois.

**PROPERTY INDEX #: 16-18-118-005-0000**

**PROPERTY COMMONLY KNOWN AS:** 716 S Maple Ave, Oak Park, IL 60304



Grantee address: 809 Forest Ave. Oak Park, IL 60302

IN WITNESS WHEREOF, Grantor has executed this Warranty Deed as of this 15<sup>th</sup> day of March, 2021.

*Elaine Edlund*  
by *Richard Grows* (Seal)  
**ELAINE EDLUND** by  
**RICHARD GROWS, Power of Attorney**

(Seal)

**STEWART TITLE**  
700 E. Diehl Road, Suite 180  
Naperville, IL 60563

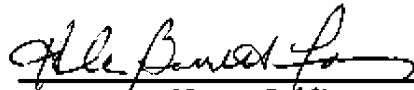
<b>Real Estate Transfer Tax</b>
\$2,000.00
 Oak Park
 6439

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STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF COOK     )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **CERTIFY THAT RICHARD GROWS**, personally known to me to be the same person whose name appears on the foregoing instrument, appeared before me this day in person, and acknowledged signing, sealing and delivering the instrument as a free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal, this 15<sup>th</sup> day of March, 2021.

  
\_\_\_\_\_  
Notary Public

This Document was prepared by:

Helen Barrett Fanning  
Attorney At Law  
444 N. Northwest Highway, Suite 201  
Park Ridge, IL 60068





**AFTER RECORDING MAIL TO:**

Jonathan D. Groll  
830 North Boulevard  
Suite A  
Oak Park, IL 60301

**SEND SUBSEQUENT TAX BILLS TO:**

Tito Denkovski  
~~716 S Maple Ave~~ 809 Forest Ave.  
Oak Park, IL ~~60304~~  
60302

REAL ESTATE TRANSFER TAX		06-Apr-2021
	COUNTY:	125.00
	ILLINOIS:	250.00
	TOTAL:	375.00
18-18-118-005-0000   20210301852605   1-888-341-904		

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"Exhibit B"

**Illinois Statutory Short Form Power of Attorney  
for Property**

**Of**

**Elaine R. Edlund**

**April 17, 2018**

Property of Cook County Clerk's Office

LAW OFFICES  
**DORJATH LAW CENTER**  
ESTATE PLANNING AND ELDER LAW  
106 W. WILSON STREET  
SUITE 3  
BATAVIA, ILLINOIS 60510  
(630) 761-3600

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## NOTICE TO THE INDIVIDUAL SIGNING THE ILLINOIS STATUTORY SHORT FORM POWER OF ATTORNEY FOR PROPERTY

**PLEASE READ THIS NOTICE CAREFULLY.** The form that you will be signing is a legal document. It is governed by the Illinois Power of Attorney Act. If there is anything about this form that you do not understand, you should ask a lawyer to explain it to you.

The purpose of this Power of Attorney is to give your designated "agent" broad powers to handle your financial affairs, which may include the power to pledge, sell, or dispose of any of your real or personal property, even without your consent or any advance notice to you. When using the Statutory Short Form, you may name successor agents, but you may not name co-agents.

This form does not impose a duty upon your agent to handle your financial affairs, so it is important that you select an agent who will agree to do this for you. It is also important to select an agent whom you trust, since you are giving that agent control over your financial assets and property. Any agent who does act for you has a duty to act in good faith for your benefit and to use due care, competence, and diligence. He or she must also act in accordance with the law and with the directions in this form. Your agent must keep a record of all receipts, disbursements, and significant actions taken as your agent.

Unless you specifically limit the period of time that this Power of Attorney will be in effect, your agent may exercise the powers given to him or her throughout your lifetime, both before and after you become incapacitated. A court, however, can take away the powers of your agent if it finds that the agent is not acting properly. You may also revoke this Power of Attorney if you wish.

This Power of Attorney does not authorize your agent to appear in court for you as an attorney-at-law or otherwise to engage in the practice of law unless he or she is a licensed attorney who is authorized to practice law in Illinois.

The powers you give your agent are explained more fully in Section 3-4 of the Illinois Power of Attorney Act. This form is a part of that law. The "NOTE" paragraphs throughout this form are instructions.

You are not required to sign this Power of Attorney, but it will not take effect without your signature. You should not sign this Power of Attorney if you do not understand everything in it, and what your agent will be able to do if you do sign it.

Please place your initials on the following line indicating that you have read this Notice:



ERE

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**Illinois Statutory Short Form  
Power of Attorney for Property  
of  
Elaine R. Edlund**

1. I, Elaine R. Edlund, of 716 South Maple, Oak Park, Illinois 60304, hereby revoke all prior powers of attorney for property executed by me and appoint my brother, **Richard C. Grows**, of 38 Royalavon Crescent, Toronto, Ontario M9A2E8 Tel; (416) 994-0300, 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.
- (l) Business operations.
- (m) Borrowing transactions.
- (n) Estate transactions.
- (o) All other property transactions.

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*(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.)*

No Limitations

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 land, 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

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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 sole-benefit trust in accordance with United States Code, Title 42, Section 1396p(c)(2)(B);
- (ii) create and fund a self-settled special needs trust in accordance with United States Code, Title 42, Section 1396p(d)(4)(A);
- (iii) 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
- (iv) sign all necessary documents 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) 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.

**(i) 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.

**(j) 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.

**(k) Deal with Tax 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 1.6012-1(a)(5) of Title 26 of the Code of Federal Regulations or under any state, local, or foreign

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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 agent (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.

## **(l) 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.

## **(m) Reimbursement of Health Care Agent**

My Agent may reimburse my Agent under any health care directive, including but not limited to a Power of Attorney for Health Care, even if such 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.

## **(n) 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.



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**(o) Gifting Powers**

Notwithstanding any other provision of this power of attorney, my Agent may make gifts of any interest I have in real or personal property ("my property") to any person or entity, in any amount, including my Agent. I grant my agent the power to make such gifts (including any gifts made by or for me) as is consistent with my estate plan, provided however, that prior to making gifts, my agent is advised to consult with an attorney experienced in long term care planning, to assure adequate consideration of the effect giving will have on my eligibility for public benefits, and on the availability of funds for my care. This provision is not intended to limit the authority to make gifts granted to my agent hereunder.

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.

**(p) 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.

**(q) 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.

**(r) Nomination of Guardian**

I intend hereby to render unnecessary any future proceeding for a court-appointed Guardian 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 should deny such petition so long as my Agent is acting under this power of attorney.

If a Guardian 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.

**(s) 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.

**(t) 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 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.

**UNOFFICIAL COPY****(u) Enforcement Proceedings**

My Agent may commence enforcement proceedings, at my expense, 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.

**(v) 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. My Agent may also obtain any and all information regarding my credit card account including but not limited to previous statements, previous payments, security codes and passwords.

**(w) 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.

**(x) 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.

**(y) 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 engage 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.

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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 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 (even if my Agent is my spouse);
- (v) sign an Assignment of Support (even if my Agent is my spouse);
- (vi) 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) 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 full, any 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 Hearings.
- (xv) Hire someone to represent me through all phases of any governmental benefit program including Medicaid and Medicaid Appeal process whether I am alive or deceased.

**(z) 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.

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**(aa) 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, insurance policies, annuities, qualified or nonqualified retirement plans, and real property interests.

**(bb) Duty to Account**

My Agent shall render statements of account of receipts, disbursements, principal on hand, and transactions conducted on my behalf pursuant to Illinois law.

**(cc) 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.

**(dd) 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.

**(ee) 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 Asset, 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 following 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

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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; smartphones; and any other type of digital device that currently exists or may exist as technology develops.

## (ff) Arbitration Clause

My agent shall not have the authority to enter into, consent to or bind the principal to any arbitration clause located within any contract, including but not limited to a Nursing Home, Assisted Living Facility, Supportive Living Facility or Independent Living Facility contract. My agent shall not be financially responsible for, including but not limited to, my medical bills, Nursing Home, Assisted Living Facility, Supportive Living Facility or Independent Living Facility cost of care and/or bills and living expenses.

## (gg) Legal Actions

My Agent may institute, supervise, prosecute, defend, intervene in, abandon, compromise, adjust, arbitrate, settle, dismiss, and appeal from any and all legal, equitable, judicial or administrative hearings, actions, suits or proceedings involving me in any way. This authority includes, but is not limited to, claims by or against me arising out of property damage or personal injury suffered by or caused by me or under circumstances such that the resulting loss may be imposed on me. My Agent may otherwise engage in litigation involving me, my property or my legal interests, including any property, interest or person for which or whom I have or may have any responsibility.

## (hh) Authority to Apply for Reverse Mortgage

My agent is authorized to apply for a reverse mortgage, including but not limited to signing the Mortgage and Note.

Illinois Statutory Short Form Power of Attorney for Property  
of Elaine R. Edlund

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*(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 completing one or both of paragraphs 6 and 7.)*

6.   *ER*   This power of attorney shall become effective immediately.

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.)*



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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 successors to such agent:

My sister-in-law, **Penelope Grows**, of 38 Royalavon Crescent, Toronto, Ontario M9A2E8 Tel: (416) 994-0300

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 (n.y 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 content 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 Notice to Agent is incorporated by reference and included as part of this form.

Dated: April 17, 2018




Elaine R. Edlund, Principal

# UNOFFICIAL COPY

***(NOTE: This power of attorney will 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 certifies that Elaine R. Edlund, 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.

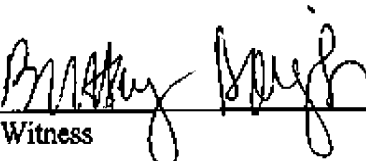
Dated: April 17, 2018

  
 \_\_\_\_\_  
 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:)***

(Second witness) The undersigned witness certifies that Elaine R. Edlund, 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: April 17, 2018

  
 \_\_\_\_\_  
 Witness



# UNOFFICIAL COPY

STATE OF ILLINOIS

)

) ss.:

COUNTY OF COOK

)

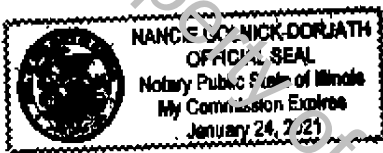
The undersigned, a notary public in and for the above county and state, certifies that Elaine R. Edlund, known to me to be the same person whose name is subscribed as principal to the foregoing power of attorney, appeared before me and the witnesses Yessu Rodriguez and Anthony Smith in person and acknowledged 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: April 17, 2018

[Handwritten Signature]  
Notary Public

My commission expires:

January 24, 2021



Proprietary Cook County Clerk's Office

# UNOFFICIAL COPY

*(NOTE: You may, but are not required to, request your agent and successor agents to provide specimen signatures below. If you include specimen signatures in this power of attorney, you must complete the certification opposite the signatures of the agents.)*

Specimen signatures of agent  
(and successors)

I certify that the signatures of my agent  
(and successors) are genuine.

\_\_\_\_\_  
Richard C. Grows, Agent

\_\_\_\_\_  
Elaine R. Edlund, Principal

\_\_\_\_\_  
Penelope Grows, Successor Agent

\_\_\_\_\_  
Elaine R. Edlund, Principal

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## 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 your 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.

# UNOFFICIAL COPY

**SPECIAL NOTICE:**

This form is not required by law, nor is it a requirement of the Cook Cook County Recorder of Deeds Office. CCROD employees **CANNOT** assist with the completion of this LEGAL form, or provide advice regarding it.

## DECEASED JOINT TENANCY AFFIDAVIT

INSTRUMENT PREPARED BY:

HELEN FANNING (NAME)

444 N. NORTHWEST HWY (ADDRESS)

PARK RIDGE, IL 60068 (CITY/STATE)

60068 (ZIP CODE)

ELAINE EDLUND 6/

I RICHARD GROSS, PA the surviving tenant of the joint tenancy created by the deed with document number: \_\_\_\_\_

do hereby declare under oath that the joint tenant, ROBERT B. EDLUND died on 5/4/1985 as evidenced by the attached certified copy of his or her death certificate (see attached). I also declare that the aforementioned named joint tenant was an owner of the property with the legal description of:

LOT 5 IN BLOCK 11 IN W.J. WILSON'S ADDITION TO OAK PARK IN SECTION 18 TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

the Property Identification Number (PIN) of:

16-18-118-0105-0000

& the Commonly Known Address of:

716 S. MAPLE AVE  
OAK PARK, IL 60304

Furthermore, the deceased tenant died:

Leaving NO LAST WILL & TESTAMENT

Leaving a LAST WILL & TESTAMENT, which is attached, and the ORIGINAL of the UNPROVEN WILL BE filed with the Clerk of the Probate Division of the Circuit Court of \_\_\_\_\_ County, in \_\_\_\_\_

Leaving a LAST WILL & TESTAMENT, which is attached, and the ORIGINAL of the PROVEN HAS BEEN filed with the Clerk of the Probate Division of the Circuit Court of \_\_\_\_\_ County, in \_\_\_\_\_

**Notary & Affiant Signature Section**

Subscribed and sworn to me by:

AFFIX NOTARY STAMP BELOW

ELAINE EDLUND BY RICHARD C. GROSS (Printed Name of Affiant)

This: 15<sup>th</sup> day of March, 2021

[Signature]  
NOTARY PUBLIC SIGNATURE

[Signature]  
AFFIANT/SURVIVING TENANT SIGNATURE

Richard Gross P.A.

