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KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 01/13/2022 11:53 AM PG: 1 OF 10

Property of Cook County Clerk's Office
Power Of Attorney

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GENERAL DURABLE POWER OF ATTORNEY

(Effective Immediately)

I, CHERYL A. DEREZINSKI, of the City of Troy, Oakland County, Michigan, hereby appoint my sister, JONI FIELDING, of Atlanta, GA, as my attorney-in-fact (hereinafter called "Agent") with the following enumerated powers to be exercised in my name and for my benefit. This Power of Attorney shall be effective immediately upon the execution hereof.

1. **General Grant of Power.** To exercise or perform any act, power, duty, right or obligation whatsoever that I now have or may hereafter acquire, relating to any person, matter, transaction or property, real or personal, tangible or intangible, now owned or hereafter acquired by me, including, without limitation, the following specifically enumerated powers. I grant to my Agent full power and authority to do everything necessary in exercising any of the powers herein granted as fully as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that my Agent shall lawfully do or cause to be done by virtue of this Durable Power of Attorney and the powers herein granted.

2. **Collection Powers.** To forgive, request, demand, sue for, recover, collect, receive, hold all such sums of money, debts, dues, commercial paper, checks, drafts, accounts, deposits, legacies, bequests, devises, notes, interests, stock certificates, bonds, dividends, certificates of deposit, annuities, pension, profit sharing, retirement, social security, insurance and other contractual benefits and proceeds, all documents of title, all property, real or personal, intangible or tangible property and property rights, and demands whatsoever, liquidated or unliquidated, now or hereafter owned by, or due, owing, payable or belonging to, me or in which I have or may hereafter acquire an interest; to have, use, and take all lawful means and equitable and legal remedies and proceedings in my name for the collection and recovery thereof, and to adjust, sell, compromise, and agree for the same, and to execute and deliver for me, on my behalf, and in my name, all endorsements, releases, receipts, or other discharges for the same.

3. **Real Property Powers.** To bargain, contract, agree for, option, purchase, acquire, receive, improve, maintain, repair, insure, plat, partition, safeguard, lease, demise, grant, bargain, sell, assign, transfer, remise, release, exchange, convey, mortgage and hypothecate real estate and any interests therein (and including any interest which I hold with any other person as joint tenants with full rights of survivorship, or as tenants by the entireties), lands, tenements and hereditaments, for such price, upon such terms and conditions, as my said Agent shall determine.

4. **Personal Property Powers.** To bargain, contract, agree for, purchase, option, acquire, receive, improve, maintain, repair, insure, safeguard, lease, assign, sell, exchange, redeem, transfer, mortgage, hypothecate and in any and every way and manner deal in and with goods, wares, merchandise, furniture and furnishings, automobiles, bills, notes, debentures, bonds, stock, limited partnership interests, certificates of deposits, commercial paper, money market instruments, and other securities, choses in action and other tangible or intangible personal property in possession or in action, for such price, upon such terms and conditions, as my said Agent shall determine.

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5. **Contract Powers.** To make, do, and transact every kind of business of whatever nature, and also for me and in my name, and as my act and deed, to sign, seal, execute, deliver and acknowledge such stock certificates, stock powers, assignments separate from certificate, deeds, conveyances, leases and assignments of leases, covenants, indentures, options, letters of intent, contracts, agreements, closing agreements, certificates, mortgages, hypothecations, bills of lading, bills, bonds, debentures, notes, receipts, evidences of debts, releases and satisfaction of mortgage, judgments and other debts, waivers of statutes of limitation, and such other documents and instruments in writing of whatever kind and nature as may be necessary or proper in the premises, as fully as I might do if done in my own capacity.

6. **Banking Powers.** To make, draw, sign in my name, deliver and accept checks, drafts, receipts for moneys, notes, or other orders for the payment of money against, or otherwise make withdrawals from any commercial, checking or savings account which I may have in my sole name or in joint name with other person(s), in any bank or financial institution, for any purpose which my said Agent may think necessary, advisable or proper; and to endorse and negotiate in my name and deliver checks, drafts, notes, bills, certificates of deposit, commercial paper, money market instruments, bills of exchange or other instruments for the payment of money and to deposit same, as cash or for collection, and cash into any commercial, checking or savings account which I may have in my sole name or in joint name with other person(s), in any bank or financial institution; and to carry on all my ordinary banking business.

7. **Tax Returns.** To prepare, execute and file reports, returns, declaration, forms and statements for any and all tax purposes including income, gift, real estate, personal property, intangibles tax, single business tax, or any other kind of tax whatsoever, to pay such taxes and any interest or penalty thereon or additions thereto; to make and file objections, protests, claims for abatement, refund or credit in relation to any such tax proposed, levied or paid;; to represent me and to institute and prosecute proceedings in court or before any administrative authority to contest any such tax in whole or in part or for recovery of any amount paid in respect of any such tax, to defend or settle any amount paid in respect of any such tax, to give full and final receipt for any refund or credit and to endorse and collect any check or other voucher therefor; to pay any and all such taxes and any interest, penalty or other additional amounts, to employ attorneys, accountants or other representatives and grant powers of attorney or letters of appointment thereof for any of the purposes aforesaid.

8. **Safe Deposit Box.** To have access to any safe deposit box of which I am a tenant or cotenant with full power to withdraw or change from time to time the contents thereof; and to exchange or surrender the box and keys thereto, renew any rental contract therefor, and to do all things which any depository, association or bank or its agents may require, hereby releasing the lessor from all liability in connection therewith.

9. **Employ Agents.** To employ and compensate agents, accountants, attorneys, real estate brokers and other professional assistance and to retain and compensate such persons for services rendered; to waive any attorney-client privilege.

10. **Motor Vehicles.** To apply for a Certificate of Title upon, and endorse and

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transfer title thereto, for any automobile, or other motor vehicle, and to represent in such transfer and assignment that the title to said motor vehicle is free and clear of all liens and encumbrances except those specifically set forth in such transfer and assignment.

11. **Settlement Powers.** To adjust, settle, compromise or submit to arbitration any accounts, debts, claims, demands, disputes or matters which are now subsisting or may hereafter arise between me or my said Agent and any other person or persons, or in which any property, right, title, interest or estate belonging to or claimed by me may be concerned.

12. **Legal Actions.** To commence, prosecute, enforce or abandon, or to defend, answer, oppose, confess, compromise or settle all claims, suits, actions, or other judicial or administrative proceedings in which I am or may hereafter be interested, or in which any property, right, title, interest or estate belonging to, coming to or claimed by me may be concerned.

13. **Dividends.** To receive all dividends which are or shall be payable on any and all shares of stock in any corporation which may stand in my name on the books of such corporation or to which I may be, in equity or otherwise, beneficially entitled; or to elect to reinvest such dividend, all as my Agent may deem appropriate.

14. **Vote Stock.** To vote at all stockholder meetings of corporations and otherwise to act as my proxy or representative in respect of any shares now held or which may hereafter be acquired by me therein and for that purpose to sign and execute any proxies or other instruments in my name and on my behalf.

15. **Transfer Stock.** To sell, assign, transfer, and deliver all and any shares of stock standing in my name on the books of any corporation, or to which I may be, in equity or otherwise, beneficially entitled, and for the purpose to make and execute all necessary acts of assignment and transfer.

16. **Insurance and Employee Benefit Plans.** To redeem, surrender, borrow, extend, cancel, amend, pledge, alter or change, including change of beneficiary of any insurance policies in which I may have an interest, as my Agent may deem proper and expedient, and for such purpose to sign and execute any documents, affidavits or forms required in my name and on my behalf, except however, my Agent shall have no power and authority over life insurance policies I may own on my Agent's life; and to exercise all powers and options involving retirement programs, compensation plans, pension, profit sharing and other employee benefit plans.

17. **Power to Demand and Receive Social Security and Other Government Benefits.** To make application to any governmental agency or body for any benefit or government obligation to which I may be entitled; to endorse any checks or drafts made payable to me from any government agency or body for my benefit, including any Social Security checks and any other benefits payable to or for my benefit such as Supplement Social Security (SSI), Medicaid, Medicare, and Social Security Disability Insurance (SSDI), and for purposes of receiving Social Security benefits the Agent is herewith appointed my "Representative Payee," to

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utilize all lawful means and methods to receive such assets and/or rights, qualify me for such benefits and claim such benefits for and on my behalf; to compromise claims and grant discharges in regards to the matters described herein on Grantor's behalf; the authority herein granted shall include but not be limited to converting my assets into assets that do not disqualify me from receiving such benefits or divesting me of such assets. In any divestment action or asset conversion, I hereby direct my Agent, to the extent reasonably possible, to avoid disrupting the dispositive provisions of my estate plan known to my Agent, whether or not such estate plan is embodied in a will, a trust, non-probate property or otherwise; and if it is deemed by my Agent that it is necessary to disrupt such estate plan, then my Agent is directed to use best efforts to restore such plan as and when the opportunity to do so is available to my Agent.

18. **Business Interests.** To continue to conduct or participate in any business in which I may be engaged or to carry out, modify or amend any agreement to which I may be a party, and to sell, exchange, modify or terminate such interest to or with such person or persons as my Agent may deem proper and on such terms and with such security as my Agent may deem appropriate; execute partnership agreements, and amendments thereto; incorporate, reorganize, merge, consolidate, recapitalize, sell, liquidate or dissolve any business; elect or employ officers, directors and agents; carry out the provisions of any agreement for the sale of any business interest or the stock therein.

19. **Borrow.** To borrow from time to time such sums of money and upon such terms as my said Agent may think expedient for or in relation to any purpose or object which my Agent may deem proper or expedient, unsecured or upon the security of any of my property, whether real or personal or otherwise, and for such purpose to give, execute in my name, deliver, and acknowledge promissory notes and/or renewals thereof, mortgages, pledges and guaranties with such powers and provisions as my Agent may think proper or requisite.

20. **Debts and Expenses.** To pay, compromise, and settle any and all bills, loans, notes or other forms of indebtedness owed by me at the present time, or which may be owed by me or incurred by my Agent hereunder for my benefit at any time in the future, and to incur and pay from any of my assets or property all reasonable expenses in connection with the control, management, and supervision of my property and the maintenance, support, care, and comfort of myself and those dependent upon me, including reasonable compensation for the services of my Agent, and including the fees and charges of such agents, attorneys, accountants or others as my Agent may, in the exercise of discretion, employ in the management of any of my affairs.

21. **Investments.** To invest and reinvest in loans, stocks, bonds, including United States bonds purchased at a discount but redeemable at face value, securities, real estate, life insurance, annuities or endowment policies or combinations thereof, or in any other investment which my Agent may deem proper; to reduce the interest rate at any time and from time to time on any mortgage or land contract; to deal with and give instructions to any brokerage firm with respect to the purchase, sale or other disposition of securities and other assets, add assets to or withdraw assets from any account in my name, and sign any representation, certification or agreement, including agreements regarding margin, option trading, or commodities accounts, that my Agent deems advisable.

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22. **Transfer of Assets to Trust.** To transfer any of my property to the Trustee then acting under any trust created by me, to be added to, held and distributed as a part of such Trust, whether or not I amend it after the date of this power.

23. **Power to Demand and Receive.** To demand, arbitrate, settle, sue for, collect, receive, deposit, expend for my benefit, reinvest or make such other appropriate disposition of as my Agent deems appropriate, all cash, rights to the payment of cash, property, real, personal, intangible and/or mixed, debts, rights, accounts, legacies, bequests, devises, dividends, annuities, rights and/or benefits to which I am now or may in the future become entitled, regardless of the identity of the individual or public or private entity involved, including but not limited to benefits payable to or for my benefit by any governmental agency or body, such as Supplemental Social Security (SSI), Medicaid, Medicare, and Social Security Disability Insurance (SSDI) and for the purposes of receiving Social Security benefits, my Agent is herewith appointed my "Representative Payee;" to utilize all lawful means and methods to recover such assets and/or rights, qualify me for such benefits and claim such benefits on my behalf, and to compromise claims and grant discharges in regard to the matters described herein; to utilize all lawful means and methods to recover such assets and/or rights, qualify me for such benefits and claim such benefits on my behalf. The authority herein granted includes but is not limited to converting my assets into assets that do not disqualify me from receiving such benefits or divesting me of such assets. In any divestment actions or asset conversions, I direct that my Agent, to the extent reasonably possible, avoid disrupting the dispositive provisions of any estate plan of mine known to my Agent whether or not such estate plan is embodied in a will, a trust, non-probate property, or otherwise. If it is necessary to disrupt such plan, then my Agent is directed to use my Agent's best efforts to restore such plan as and when the opportunity to do so is available to my Agent. If a transfer of cash by my Agent is made to a pecuniary legatee under my will, my Agent shall ensure that such transfer is deemed a satisfaction of such legacy, pro tanto.

24. **Power to Make Gifts.** To make gifts, grants or other transfers without consideration either outright, in trust or in custodianship (including the forgiveness of indebtedness or charitable gifts or pledges), to such person or organizations as my Agent in his or her sole discretion shall select; to make payments for the college and postgraduate tuition of any descendant of mine; to make payments for the medical expenses of any descendant of mine; to make withdrawals of assets in cash or in kind from any trust which I have created or which has been created for my benefit (which permits withdrawals) for the purpose of making such gifts; to prepare, execute and file any gift tax return required by any such gift and pay any gift tax that may arise by reason of such gift; provided, however, that gifts made by my Agent to a charitable, scientific, or educational institution or organization must qualify for a charitable deduction under the income and gift tax provisions of the Internal Revenue Code as from time to time amended.

25. **Create, Amend, Revoke Trust or Act as Trustee.** To create, amend, or revoke a trust for my benefit or for the benefit of my spouse or any of my descendants, upon such terms and conditions as my agent shall deem appropriate. Further, my agent may act on my behalf as Trustee of any revocable living trust I may have created as Grantor, under the terms of which I

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am Trustee; this grant of power is effective even if I have not been declared incapacitated under the terms of said trust in such a manner as to require a Successor Trustee to be appointed for me.

26. **Withdraw Income or Principal from a Trust.** To withdraw and/or receive on my behalf income and/or principal of a trust to which I may be entitled.

27. **Disclaimer.** To execute and deliver disclaimers, either partial or complete, of any rights or interests I now or hereafter may have.

28. **Resign Fiduciary Position.** To resign any fiduciary position to which I have been or may be appointed, with or without accounting or formal or informal settlement.

29. **Powers of Appointment.** To exercise or to refrain from exercising any power of appointment.

30. **Support of Dependents.** To disburse funds as may be necessary in the sole discretion of my agent for my proper maintenance and support, to continue any support that I may be giving to others and to meet any emergencies which happen to me or persons dependent in whole or in part upon me.

31. **Claim Elective Share in Any Estate.** To claim an elective share in any probate estate.

32. **Protection for Agent.** No Agent named herein or substituted hereunder shall incur any liability to me for acting or refraining from acting hereunder, except for such Agent's own willful misconduct or gross negligence.

33. **Restrictions on Agent's Powers.**

- a. My agent cannot execute a Will or Codicil on my behalf.
- b. My agent cannot divert my assets to himself, his creditors or his estate.
- c. My agent shall not exercise, and shall not be vested with any incidents of ownership as to insurance policies insuring my agent's life, owned by me.
- d. My agent is a fiduciary, possessing no general or limited power of appointment.
- e. My agent shall not exercise any powers which I received from my agent in a fiduciary capacity, and my agent shall have no authority to exercise any powers, the exercise of which would cause assets of mine to be considered as taxable in my agent's estate for the purposes of the Federal Estate Tax, Michigan Estate Tax, or the estate or inheritance of any other state.

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34. **Interpretation and Governing Law.** This instrument is to be construed and interpreted as a general Durable Power of Attorney. The enumeration of specific powers herein is not intended to, nor does it, limit or restrict the general powers herein granted to my agent. Paragraph headings are for convenience only and are not to be deemed to be part of this instrument. Throughout this instrument the use of masculine, feminine or neuter pronouns shall be deemed to include the masculine, feminine and neuter, where the context so requires, and the use of plural shall be deemed to include the singular and vice versa, where the context so requires. This instrument is executed and delivered in accordance with the laws of the State of Michigan, and the laws of the State of Michigan shall govern all questions as to the validity of this power and the construction of its provisions.

35. **Third-Party Reliance.** Third parties may rely upon the representation of my agent as to all matters relating to any power granted to my agent, and no person who may act in reliance upon the representations of my agent or the authority granted to my agent shall incur any liability to me or my estate as a result of permitting my agent to exercise any power; and for the purpose of inducing third parties to rely on this Durable Power of Attorney, I warrant that, if this Durable Power of Attorney is revoked by me or otherwise terminated, I will indemnify and save such third party harmless from any loss suffered or liability incurred by such third party in good faith reliance on the authority of my agent prior to such third party's actual knowledge of revocation or termination of this Durable Power of Attorney whether such termination is by operation of law or otherwise. This warranty shall bind my heirs, devisees and personal representatives.

36. **Disability of Principal.** This Durable Power of Attorney shall not be affected by my disability except as provided by statute. The authority of my agent shall be exercisable notwithstanding my later disability or incapacity or later uncertainty as to whether I am alive. Any act done by my agent during any period of my disability or incompetency or during any period of uncertainty as to whether I am alive shall have the same effect as though I were alive, competent and not disabled, and shall inure to the benefit of and bind me, my heirs, devisees, and personal representatives.

37. **Photographic Copies.** Photographic or other facsimile reproductions of this executed power may be made and delivered by my agent, and may be relied upon by any person to the same extent as though the copy were an original. Anyone who acts in reliance upon any representation or certificate of my agent, or upon a reproduction of this power, shall not be liable for permitting my agent to perform any act pursuant to this power.

38. **Agent as Guardian or Conservator.** In the event that it is necessary that a Guardian or a Conservator be appointed for me by a Court of competent jurisdiction, I hereby nominate my agent named herein and, with priority as my designated nominee, to serve in such capacity as authorized under the provisions of the Michigan Estates and Protected Individuals Code, or any corresponding section of any future law.

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39. **Nomination of Successor Agent.** If JONI FIELDING declines in writing to act as my agent, is absent from the State of Michigan, becomes disabled or dies, I appoint my sister, LISA RIDER, as my attorney-in-fact to act as my Agent hereunder with all of the powers given my original attorney-in-fact. Any person may rely upon any act done by such substitute attorney and shall not be required to inquire into whether the original attorney is in fact dead, disabled or absent from the State of Michigan, as the case may be.

I have signed and delivered this General Durable Power of Attorney this 30th day of January, 2007

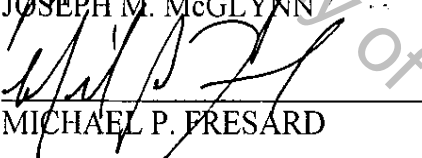
WITNESSES:



JOSEPH M. McGLYNN



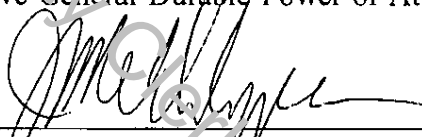
CHERYL A. DEREZINSKI



MICHAEL P. FRESARD

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this 30th day of January, 2007, before me, a Notary Public, personally appeared CHERYL A. DEREZINSKI, who executed the above General Durable Power of Attorney, and acknowledged the same to be her free act and deed.



Joseph M. McGlynn
Notary Public, State of Michigan,
County of Oakland
My Commission Expires: January 15, 2008

This Instrument drafted by:
Linda B. Hagan
Powers, Chapman, DeAgostino, Meyers & Milia, P.C.
3001 W. Big Beaver Rd., Ste. 704, Troy, Michigan 48084
248/643-6500
Authority: MCLA 700.5501 et al.

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LEGAL DESCRIPTION

Order No.: 21GSA629935LP

For APN/Parcel ID(s): 13-36-302-048-1003

UNIT NO. 2N IN THE ARMITAGE SQUARE CONDOMINIUM AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PARTS OF LOTS 4 AND 5 IN BLOCK 1 IN S. DELAMATER'S SUBDIVISION OF THE EAST 128 FEET OF THE WEST 19 ACRES OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS AN EXHIBIT TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0717822007, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

County of Cook County Clerk's Office