

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

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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.

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:



Doc# 2209000006 Fee \$97.00
 RHSP FEE:\$9.00 RPRF FEE: \$1.00
 KAREN A. YARBROUGH
 COOK COUNTY CLERK
 DATE: 03/31/2022 09:26 AM PG: 1 OF 8

Initialed BP

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INT JP

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ILLINOIS STATUTORY SHORT FORM POWER OF ATTORNEY FOR PROPERTY

POWER OF ATTORNEY made this 8 day of March, 2022.

1. I, BRIAN D. PETERSON, of Elmhurst, County of DuPage, in the State of Illinois, hereby revoke all prior powers of attorney for property executed by me and appoint, DOUGLAS PETERSON, of Elmhurst, County of DuPage, in the State of Illinois, 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:

- (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.

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

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

~~(a) Gifts. To make Annual Exclusion Gifts and Tuition and Medical Exclusion Gifts to any one or more of my descendants and their spouses in such amounts as the agent considers appropriate. "Annual Exclusion Gifts" are gifts that qualify for the federal gift tax "annual exclusion" under Code §2503(b). Annual Exclusion Gifts to each person in any calendar year shall not exceed the maximum allowable amount of such annual exclusion for an unmarried donor, or twice that amount if I am married at the time of such gift, taking into account any election that maybe made under §529(c)(2)(B) of the Code. "Tuition and Medical Exclusion Gifts" are gifts that qualify for the federal gift tax exclusion under Code §2503(e). Gifts permitted under this paragraph to an individual may be made to any trust established for such individual (provided that gifts to such trust qualify for the gift tax exclusion under §2503(b) of the Code), to a Uniform Transfers to Minors Act account for such individual (regardless of who~~

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is the custodian), to a tuition savings account or prepaid tuition plan as defined under §529 of the Code (a "529" Account) for the benefit of such individual (without regard to who is the account owner or responsible person for such account), or to a Coverdell Education Savings Account for the benefit of such individual. The "spouse" of any person means the individual legally married to, and not legally separated from, such person on the date of the gift then in question or on the date of the prior death of such person. References to sections of the "Code" refer to the Internal Revenue Code of 1986, as amended from time to time, and include corresponding provisions of subsequent federal tax laws.

(b) 529 Accounts. If I am the account owner or responsible person (the "account owner") for a 529 Account, or if my agent is the owner of a 529 Account to which I or my agent of my behalf has made gifts, to exercise all rights granted to an account owner of a 529 Account, including but not limited to any right to refund the account to me; to approve or disapprove a distribution to the beneficiary; to change the beneficiary provided the new beneficiary of the account or plan is one of my descendants, the spouse of one of my descendants, or a sibling or cousin of the old beneficiary; to change the account owner provided that the new account owner is my spouse, one of my descendants, the spouse of one of my descendants, the beneficiary, a sibling, parent, or guardian of the beneficiary, or the trustee of a trust of which the beneficiary is a beneficiary; to change investment options; and to roll over the account to another account under the same program or a program in another state.

(c) Funding Trust. To transfer any part or all of my assets to the trustee of any revocable trust of which I am the grantor.

(d) Estate Plan Amendment. My agent may appoint a Special Independent Agent to review my living trust, powers of attorney, asset titles, and other related estate planning documents and said Special Independent Agent may amend such estate planning documents with the same force and effect as if I had executed the amendment to the documents myself and in person.

No such amendment(s) may be made unless it is deemed necessary or advisable in the Special Independent Agent's reasonable discretion to conform my plan documents to changes that have occurred in the law, tax, or otherwise, or to unforeseen changes that have occurred in my family or my estate, and such changes are expressly made to help carry out the intent of my estate plan as evidenced by the terms of the planning documents prior to my becoming disabled and in light of the state of law or my family or my estate at the time I last executed such plan documents, amendments or restatements.

As a prerequisite to any amendments being made to my estate planning documents, my Agent or Special Independent Agent shall select and consult with a Certified Public Accountant or Attorney at Law and obtain a written opinion from said professional which certifies that the amendments proposed to my estate planning documents conform to the overall intent of my estate plan and are advisable in light of estate law, income tax law, asset protection law or some other compelling purpose which remains consistent with my apparent goals and objectives.

I grant my agent authority to execute any execute all documents, including but not limited to, Real Estate Settlement Procedures Act documents, RESPA statement, closing documents, escrow agreements, title company forms, ALTA Statements, mortgage lender documents, including all

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disclosures, Loan Estimate and Closing Disclosures, Deed and all other necessary or required documents in connection with the purchase and closing of a loan secured by certain real estate commonly known as 1412 N Taft Ave, Berkeley, IL 60163, with a purchase price of **\$315,000.00**. The borrowers intend to use the property as a primary residence to be occupied by the borrowers.

I grant my agent the powers necessary to execute and deliver any and all documents, including but not limited to mortgage and mortgage related documents, relating to the sale of the property legally described as:

SEE ATTACHED LEGAL DESCRIPTION

Commonly known as: 1412 N Taft Ave, Berkeley, IL 60163 ✓
Permanent Index Number: 15-07-110-005-0000 ✓

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

5. My agent shall be entitled to reasonable compensation for services rendered as agent under this power of attorney.

6. This power of attorney shall become effective on execution. Initialed: BP

7. This power of attorney shall terminate after the closing of the purchase of the real estate commonly known as 1412 N Taft Ave, Berkeley, IL 60163. Said closing is currently scheduled for March 10, 2022.

Initialed: BP

8. If any agent named by me shall die, become incompetent, resign or refuse to accept the office of agent, I name the following (each to act alone and successively, in the order named) as successor(s) to such agent:

For purposes of this paragraph 8, a person shall be considered to be incompetent if and while the person is a minor or an adjudicated incompetent or disabled person or the person is unable to give prompt and intelligent consideration to business matters, as certified by a licensed physician.

~~9. If a guardian of my estate (my property) is to be appointed, I nominate the agent acting under this power of attorney as such guardian, to serve without bond or security.~~

10. I am fully informed as to all the contents of this form and understand the full import of this grant of powers to my agent.

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

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Dated: March 8, 2022

Signed: Brian Peterson
Principal

The undersigned witness certifies that Brian D. Peterson, 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: March 8, 2022

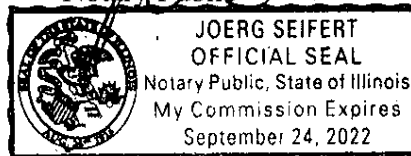
Teresa Zaragoza
Witness

STATE OF ILLINOIS)
)SS:
COUNTY OF DUPAGE)

The undersigned, a notary public in and for the above county and state, certifies that Brian D. Peterson, known to me to be the same person whose name is subscribed as principal to the foregoing power of attorney, appeared before me and in the presence of the additional Witness, in person and acknowledged signing and delivering the instrument as the free and voluntary act of the principal, for the uses and purposes therein set forth (, and certified to the correctness of the signature(s) of the agent(s)).

Dated: March 8, 2022


Joerg Seifert
Notary Public

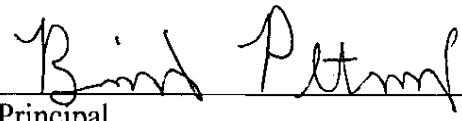


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Specimen signatures of agent
(and successors)

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


Agent


Principal

Successor Agent

Principal

Successor Agent

Principal

Property of Cook County Clerk's Office

Prepared by: & Mail to: / Tax Bills to:
Joerg Seifert Law Offices, P.C.
100 S. York Street, Suite 200
Elmhurst, Illinois 60126
(630) 832-2333

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NOTICE TO AGENT POWER OF ATTORNEY FOR PROPERTY

When you (the agent) accept the authority granted under this power of attorney, a special legal relationship, known as agency, is created between you and the principal. Agency imposes upon you duties that continue until you resign or the power of attorney is terminated or revoked.

As agent you must:

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

As agent you must not do any of the following:

- (1) act so as to create a conflict of interest that is inconsistent with the other principles in this Notice to Agent;
- (2) do any act beyond the authority granted in this power of attorney;
- (3) commingle the principal's funds with your funds;
- (4) borrow funds or other property from the principal, unless otherwise authorized;
- (5) continue acting on behalf of the principal if you learn of any event that terminates this power of attorney or your authority under this power of attorney, such as the death of the principal, your legal separation from the principal, or the dissolution of your marriage to the principal.

If you have special skills or expertise, you must use those special skills and expertise when acting for the principal. You must disclose your identity as an agent whenever you act for the principal by writing or printing the name of the principal and signing your own name "as Agent" in the following manner:

"(Principal's Name) by (Your Name) as Agent"

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

If you violate your duties as agent or act outside the authority granted to you, you may be liable for any damages, including attorney's fees and costs, caused by your violation.

If there is anything about this document or your duties that you do not understand, you should seek legal advice from an attorney."

(f) The requirement of the signature of a witness in addition to the principal and the notary, imposed by Public Act 91-790, applies only to instruments executed on or after June 9, 2000 (the effective date of that Public Act).

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File No: 763288

EXHIBIT "A"

LOT 5 IN FIRST ADDITION TO CRESCENT PARK EAST, A SUBDIVISION OF THE EAST 230 FEET OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 7, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTER LINE OF ST. CHARLES ROAD (EXCEPT THEREFROM THE EAST 80 FEET THEREOF AND EXCEPT THEREFROM THE SOUTH 842.5 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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