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Doc#: 2308045032 Fee: \$98.00

Karen A. Yarbrough

Cook County Clerk

Date: 03/21/2023 09:47 AM Pg: 1 of 16

NIRMALA M. RAY

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

PLEASE READ THIS NOTICE CAREFULLY. The form 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 OTHERWISE 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, REIMBURSEMENTS, AND SIGNIFICANT ACTIONS TAKEN AS YOUR AGENT.

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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:

W. M. Ranz
Principal's initials

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**ILLINOIS STATUTORY SHORT FORM
POWER OF ATTORNEY FOR PROPERTY**
(NOTE: YOU MAY NOT NAME CO-AGENTS USING THIS FORM.)

POWER OF ATTORNEY made this 29 day of July, 2015.

1. I, Nirmala M. Ray, hereby revoke all prior powers of attorney for property executed by me, other than excluded powers of attorney as defined in the Illinois Power of Attorney Act, and appoint Rama D. Jager, 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:

(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. | (i) Tax matters. |
| (b) Financial institution transactions. | (j) Claims and litigation. |
| (c) Stock and bond transactions. | (k) Commodity and option transactions. |
| (d) Tangible personal property transactions. | (l) Business operations. |
| (e) Safe deposit box transactions. | (m) Borrowing transactions. |
| (f) Insurance and annuity transactions. | (n) Estate transactions. |
| (g) Retirement plan transactions. | (o) All other property powers and transactions. |
| (h) Social Security, employment and military service benefits. | |

(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 (here you may include any specific

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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):

3. In addition to the powers granted above, I grant my agent the following powers (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) 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. **The agent may also make gifts to any irrevocable trust created by me for the purpose of maintaining in force any life insurance policy on my life.** Annual Exclusion Gifts may only be made in such manner as to qualify for the federal gift tax “annual exclusion” under Code Section 2503(b). Annual Exclusion Gifts to each person in any calendar year may 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 after considering any election that may be made under Code Section 529(c)(2)(B). Tuition and Medical Exclusion Gifts may only be made in such manner as to qualify for the federal gift tax exclusion under Code Section 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 Code Section 2503(b), to a Uniform Transfers to Minors Act account for such individual (regardless of who is the custodian), to a tuition savings account or prepaid tuition plan as defined under Code Section 529 (a “529 Account”) for the benefit of such individual (without regard to who is the account owner of or responsible person for such account), or to a Coverdell Education Savings Account for the benefit of such individual. 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 account owner of a 529 Account to which I or my agent on 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, or a sibling or cousin of the former beneficiary; to change the account owner provided the new account owner is my spouse, 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

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change investment options; and to roll over the account to another account under the same program or a program in another state.

(c) Other Compensation. To compensate separately any brokers, attorneys, auditors, depositories, real estate managers, investment advisors and other persons (including my agent and any firm with which my agent is associated without reducing compensation in any capacity).

(d) Funding Trust. To transfer any part or all of my assets, and change any or all beneficiary designation(s) under any retirement, annuity or life insurance plan or contract, to the trustee of any revocable trust of which I am the grantor/settlor, including the NIRMALA M. RAY TRUST.

(e) Including all matters and transactions dealing with the United States Postal Service and other federal, state, and local governments and government agencies.

(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.

(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.

(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.)

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6. () This power of attorney shall become effective on the day I am considered to be unable to act. The determination as to my inability to act is to be made in accordance with the procedures of Exhibit A.

7. () This power of attorney shall terminate upon my death.

(IF YOU WISH TO NAME ONE OR MORE SUCCESSOR AGENTS, INSERT THE NAME AND ADDRESS OF EACH SUCCESSOR AGENT IN PARAGRAPH 8.)

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.

(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 (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.

(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: July 22nd 2015

Signed: Arnold M. Ray
(principal)

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(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 NIRMALA RAY, 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: 7 - 29 - 2015 Signed: N.H. Myal
(witness)

(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 _____, 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.

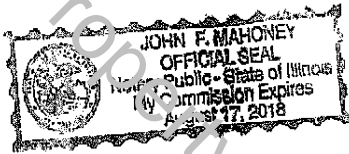
Dated: 7/29/15 Signed: Merella Makony
(witness)

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State of Illinois)
County of Cook) ss.

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

Dated: 7/29/2015



John F. Mahoney
Notary Public

My commission expires _____

(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.

(agent)

(principal)

(successor agent)

(principal)

(successor agent)

(principal)

(NOTE: The name, address, and phone number of the person preparing this form or who assisted the principal in completing this form should be inserted below.)

This document was prepared by:

John Francis Mahoney Law, Ltd.
7330 West College Drive
Suite 107
Palos Heights, IL 60463
(708) 827-5810

MAIL TO: THE NIRMALA RAY TRUST
6254 DOLORES DR
DAK FOREST IL
60452

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SECTION 3-4 OF THE ILLINOIS STATUTORY SHORT FORM POWER OF ATTORNEY FOR PROPERTY LAW (755 ILCS 45/3-4)

§3-4. Explanation of powers granted in the statutory short form power of attorney for property. This Section defines each category of powers listed in the statutory short form power of attorney for property and the effect of granting powers to an agent. When the title of any of the following categories is retained (not struck out) in a statutory property power form, the effect will be to grant the agent all of the principal's rights, powers and discretions with respect to the types of property and transactions covered by the retained category, subject to any limitations on the granted powers that appear on the face of the form. The agent will have authority to exercise each granted power for and in the name of the principal with respect to all of the principal's interests in every type of property or transaction covered by the granted power at the time of exercise, whether the principal's interests are direct or indirect, whole or fractional, legal, equitable or contractual, as a joint tenant or tenant in common or held in any other form; but the agent will not have power under any of the statutory categories (a) through (o) to make gifts of the principal's property, to exercise powers to appoint to others or to change any beneficiary whom the principal has designated to take the principal's interests at death under any will, trust, joint tenancy, beneficiary form or contractual arrangement. The agent will be under no duty to exercise granted powers or to assume control of or responsibility for the principal's property or affairs; but when granted powers are exercised, the agent will be required to use due care to act for the benefit of the principal in accordance with the terms of the statutory property power and will be liable for negligent exercise. The agent may act in person or through others reasonably employed by the agent for that purpose and will have authority to sign and deliver all instruments, negotiate and enter into all agreements and do all other acts reasonably necessary to implement the exercise of the powers granted to the agent.

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

(b) Financial institution transactions. The agent is authorized to: open, close, continue and control all accounts and deposits in any type of financial institution (which term includes, without limitation, banks, trust companies, savings and building and loan associations, credit unions and brokerage firms); deposit in and withdraw from and write

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checks on any financial institution account or deposit; and, in general, exercise all powers with respect to financial institution transactions which the principal could if present and under no disability. This authorization shall also apply to any Totten Trust, Payable on Death Account, or comparable trust account arrangement where the terms of such trust are contained entirely on the financial institution's signature card, insofar as an agent shall be permitted to withdraw income or principal from such account, unless this authorization is expressly limited or withheld under paragraph 2 of the form prescribed under Section 3-3. This authorization shall not apply to accounts titled in the name of any trust subject to the provisions of the Trusts and Trustees Act, for which specific reference to the trust and a specific grant of authority to the agent to withdraw income or principal from such trust is required pursuant to Section 2-9 of the Illinois Power of Attorney Act and subsection (n) of this Section.

(c) Stock and bond transactions. The agent is authorized to: buy and sell all types of securities (which term includes, without limitation, stocks, bonds, mutual funds and all other types of investment securities and financial instruments); collect, hold and safekeep all dividends, interest, earnings, proceeds of sale, distributions, shares, certificates and other evidences of ownership paid or distributed with respect to securities; exercise all voting rights with respect to securities in person or by proxy, enter into voting trusts and consent to limitations on the right to vote; and, in general, exercise all powers with respect to securities which the principal could if present and under no disability.

(d) Tangible personal property transactions. The agent is authorized to: buy and sell, lease, exchange, collect, possess and take title to all tangible personal property; move, store, ship, restore, maintain, repair, improve, manage, preserve, insure and safekeep tangible personal property; and, in general, exercise all powers with respect to tangible personal property which the principal could if present and under no disability.

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

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

(g) Retirement plan transactions. The agent is authorized to: contribute to, withdraw from and deposit funds in any type of retirement plan (which term includes, without limitation, any tax qualified or nonqualified pension, profit sharing, stock bonus, employee savings and other retirement plan, individual retirement account, deferred

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compensation plan and any other type of employee benefit plan); select and change payment options for the principal under any retirement plan; make rollover contributions from any retirement plan to other retirement plans or individual retirement accounts; exercise all investment powers available under any type of self-directed retirement plan; and, in general, exercise all powers with respect to retirement plans and retirement plan account balances which the principal could if present and under no disability.

(h) Social Security, unemployment and military service benefits. The agent is authorized to: prepare, sign and file any claim or application for Social Security, unemployment or military service benefits; sue for, settle or abandon any claims to any benefit or assistance under any federal, state, local or foreign statute or regulation; control, deposit to any account, collect, receipt for, and take title to and hold all benefits under any Social Security, unemployment, military service or other state, federal, local or foreign statute or regulation; and, in general, exercise all powers with respect to Social Security, unemployment, military service and governmental benefits which the principal could if present and under no disability.

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

(j) Claims and litigation. The agent is authorized to: institute, prosecute, defend, abandon, compromise, arbitrate, settle and dispose of any claim in favor of or against the principal or any property interests of the principal; collect and receipt for any claim or settlement proceeds and waive or release all rights of the principal; employ attorneys and others and enter into contingency agreements and other contracts as necessary in connection with litigation; and, in general, exercise all powers with respect to claims and litigation which the principal could if present and under no disability.

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

(l) Business operations. The agent is authorized to: organize or continue and conduct any business (which term includes, without limitation, any farming, manufacturing, service, mining, retailing or other type of business operation) in any form, whether as a

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proprietorship, joint venture, partnership, corporation, trust or other legal entity; operate, buy, sell, expand, contract, terminate or liquidate any business; direct, control, supervise, manage or participate in the operation of any business and engage, compensate and discharge business managers, employees, agents, attorneys, accountants and consultants; and, in general, exercise all powers with respect to business interests and operations which the principal could if present and under no disability.

(m) Borrowing transactions. The agent is authorized to: borrow money; mortgage or pledge any real estate or tangible or intangible personal property as security for such purposes; sign, renew, extend, pay and satisfy any notes or other forms of obligation; and, in general, exercise all powers with respect to secured and unsecured borrowing which the principal could if present and under no disability.

(n) Estate transactions. The agent is authorized to: accept, receipt for, exercise, release, reject, renounce, assign, disclaim, demand, sue for, claim and recover any legacy, bequest, devise, gift or other property interest or payment due or payable to or for the principal; assert any interest in and exercise any power over any trust, estate or property subject to fiduciary control; establish a revocable trust solely for the benefit of the principal that terminates at the death of the principal and is then distributable to the legal representative of the estate of the principal; and, in general, exercise all powers with respect to estates and trusts which the principal could if present and under no disability; provided, however, that the agent may not make or change a will and may not revoke or amend a trust revocable or amendable by the principal or require the trustee of any trust for the benefit of the principal to pay income or principal to the agent unless specific authority to that end is given, and specific reference to the trust is made, in the statutory property power form.

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

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NOTICE TO AGENT

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

As agent you must:

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

As agent you must not do any of the following:

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

If you have special skills or expertise, you must use those special skills and expertise when acting for the principal. You must disclose your identity as an agent

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whenever you act for the principal by writing or printing the name of the principal and signing your own name “as Agent” in the following manner:

“(Principal's Name) by (Your Name) as Agent”

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

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

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

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EXHIBIT A

This power of attorney is to become effective upon my inability to act. I am to be considered unable to act if I am legally declared incompetent or if the agent determines that I am unable to give prompt and intelligent consideration to property matters because of a physical or mental impairment, whether of a temporary or a permanent nature, and such determination is confirmed by written opinion of licensed physician familiar with my condition. Any determination (or nondetermination) by the agent and such physician as to whether I am unable to give such consideration to property matters, if made in good faith, will fully protect the agent and such physician; and the agent and such physician may not be held liable to any person for making or not making such determination. If I thereafter determine that I am able to give prompt and intelligent consideration to property matters, and such determination is confirmed by written opinion of an independent and qualified physician selected by me, this power of attorney will terminate (without court or other proceedings) and the agent, who commenced to act solely because I was so determined unable to act, must cease to act as fiduciary. This power of attorney will become effective and ineffective as described above, from time to time and at any time, whether or not this power of attorney has at any prior time or times become effective and/or ineffective.

For purposes of the determination of my inability to act only, I intend for the person named as my agent to be treated as I would be with respect to my rights regarding the use and disclosure of my individually identifiable health information or other medical records, including records or communications governed by the Mental Health and Developmental Disabilities Confidentiality Act. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and regulations thereunder. I intend for the person named as my agent to serve as my "personal representative" as that term is defined under HIPAA and regulations thereunder.

- (i) The person named as my agent has the power to authorize the release of information governed by HIPAA to third parties.
- (ii) I authorize any physician, health care professional, dentist, health plan, hospital clinic, laboratory, pharmacy or other covered health care provider, any insurance company and the Medical Information Bureau, Inc., or any other health care clearinghouse that has provided treatment or services to me, or that has paid for or is seeking payment for me for such services to give, disclose, and release to the person named as my agent, without restriction, all of my individually identifiable health information and medical records, regarding any past, present, or future medical or mental health condition, including all information relating to the diagnosis and treatment of HIV/AIDS, sexually transmitted diseases, drug or alcohol abuse, and mental illness (including records or communications governed by the Mental Health and Developmental Disabilities Confidentiality Act).

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- (iii) The authority given to the person named as my agent supersedes any prior agreement that I may have with my health care providers to restrict access to, or disclosure of, my individually identifiable health information. The authority given to the person named as my agent has no expiration date and expires only in the event that I revoke the authority in writing and deliver it to my health care provider. The authority given to the person named as my agent to serve as my “personal representative” as defined under HIPAA and regulations thereunder and to access my individually identifiable health information or authorize the release of the same to third parties takes effect immediately, even if I designate in this document that this agency is to otherwise take effect at some future date.

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