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Karen A. Yarbrough

Cook County Clerk

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## RECORDING COVER SHEET

DOCUMENT TYPE: Power of Attorney

ATA National Title Group, LLC

85 W. Algonquin Rd., Ste. 120

Arlington Heights, IL 60061

File #23871270-IL

Prepared by:

Nicholas J. Lagattuta, Attorney at Law

8501 W. Higgins Rd., Ste. 603

Chicago, IL 60631

Mail to:

Same as prepared by

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## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that *ROBERT OCHS and CORALIA GARCIA OCHS* by *ROBERT OCHS as Power of Attorney*, whose address is commonly known as 4953 Oakton Street, # 702, Skokie, Illinois 60077, do hereby constitute and appoint our true and lawful attorneys, NICHOLAS J. LAGATTUTA, WILLIAM McGARR and GEORGE BECKER of NICHOLAS J. LAGATTUTA, P.C., in our stead and on our behalf, to do all the things we might if personally present, to-wit:

1. To grant, bargain, pledge, sell, transfer, hypothecate and convey all our right, title and interest in and to the following described property situated in the County of Cook, State of Illinois, to wit:

**UNIT 702 AND PARKING SPACES P-76 AND P-34 IN METROPOLITAN OF SKOKIE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:**

**THAT PART OF LOT 3 IN METROPOLITAN OF SKOKIE, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 2, 2005 AS DOCUMENT NUMBER 0524544033, IN COOK COUNTY ILLINOIS DESCRIBED AS FOLLOWS: (A) BELOW A HORIZONTAL PLANE AT ELEVATION 630.55 USGS DATUM (B) ABOVE A HORIZONTAL PLANE AT ELEVATION 641.91 USGS DATUM BELOW A HORIZONTAL PLANE AT ELEVATION 687.73 USGS DATUM.**

**WHICH SURVEY IS ATTACHED AS AN EXHIBIT "E" TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0551218048, FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM RECORDED DECEMBER 20, 2005 AS DOCUMENT 0535403095, SECOND AMENDMENT RECORDED MARCH 15, 2006 AS DOCUMENT 0607434105, THIRD AMENDMENT RECORDED 2006 AS DOCUMENT 0612117117, AND AS MAY BE FURTHER AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.**

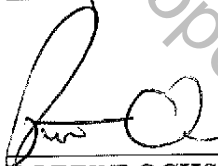
For such price and on such terms and conditions as they shall deem proper.

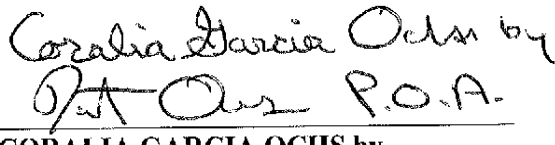
2. To act for us and execute all documents, including, but not limited to, deeds, land contracts, leases, closing and settlement papers, RESPA statements, affidavits, purchase agreements and all other related documents necessary for sale of said property.
3. To collect rents, land contract payments, sale proceeds, mortgage proceeds and all other proceeds that derive from our interest as set forth above.
4. Giving and granting unto our said attorney full power and authority to do and perform all and every act and thing whatsoever to all intents and purposes requisite and necessary to be done in and about the premises as fully as we might or could do if personally present, and hereby ratify and confirm all that our said attorney shall lawfully do or cause to be done by virtue of these presents.

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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 representation of my agent or the authority granted to my agent shall incur any liability to us or our estates as a result of permitting my agent to exercise any power, and for the purpose of inducing third parties to rely on this power of attorney. I warrant that, if this power is revoked by me or otherwise terminated, I will indemnify and hold such third parties harmless from any loss suffered or liability incurred by such third parties in good faith reliance on the authority of my agent prior to such third party's actual knowledge of revocation or termination of this power of attorney whether such termination is by operation of law or otherwise. This warranty shall bind my heirs, devisees and personal representatives.

IN WITNESS WHEREOF, we have hereunto signed our names this 29<sup>th</sup> day of August, 2023.

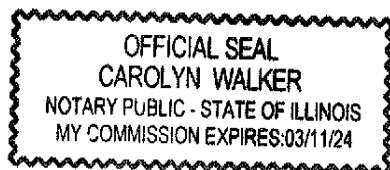
  
\_\_\_\_\_  
ROBERT OCHS

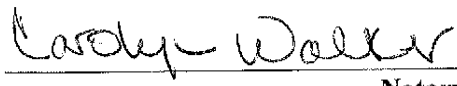
  
\_\_\_\_\_  
CORALIA GARCIA OCHS by  
ROBERT OCHS as Power of Attorney

STATE OF ILLINOIS        )  
  )  
COUNTY OF COOK        )

I, the undersigned, a notary public in and for said County, in the State of Illinois, DO HEREBY CERTIFY that, *Robert Ochs and Coralia Garcia Ochs by Robert Ochs as Power of Attorney* personally known to me to be the same people whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 29<sup>th</sup> day of August, 2023.



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

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## DURABLE FINANCIAL POWER OF ATTORNEY

I, Coralia Garcia Ochs of 4953 Oakton, Apt 702, Skokie, Illinois, 60077-5306 (hereinafter known as the "Principal"), **HEREBY DESIGNATE** Robert Ochs of 4953 Oakton, Apt 702, Skokie, Illinois, 60077-5306, (hereinafter known as the "Agent"), to act as the Agent for the Principal's benefit, and shall exercise powers in the Principal's best interest and general welfare, as a fiduciary.

### APPOINTMENT OF ALTERNATE AGENT

The Principal appoints the following individual to serve as their secondary Agent with the authority to make financial decisions on their behalf as provided herein:

Only under the circumstances when the Agent appointed above is unable or unwilling to serve Michael Ochs of 1047 N Carlyle Lane, Arlington Heights, Illinois, 60004 shall be appointed as the second (2nd) Agent.

### **THE PRINCIPAL DELEGATES THE FOLLOWING POWERS TO THE AGENT**

(The Principal must **Initial** in the preceding space to all the powers (**IN BOLD**) if either granted or negated)

CSO **BANKING** - In regards to banking activities, the Principal authorizes the Agent to:

Continue, modify, and terminate an account or other banking arrangement made by or on behalf of the Principal;

Establish, modify, and terminate an account or other banking arrangement with a bank, trust company, savings and loan association, credit union, thrift company, brokerage firm, or other financial institution selected by the Agent;

Contract for services available from a financial institution, including renting a safe deposit box or space in a vault;

Withdraw, by check, order, electronic funds transfer, or otherwise, money or property of the Principal deposited with or left in the custody of a financial institution;

Receive statements of account, vouchers, notices, and similar documents from a financial institution and act with respect to them;

Enter a safe deposit box or vault and withdraw or add to the contents;

Borrow money and pledge as security personal property of the Principal necessary to borrow money or pay, renew, or extend the time of payment of a debt of the Principal or a debt guaranteed by the Principal;

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Make, assign, draw, endorse, discount, guarantee, and negotiate promissory notes, checks, drafts, and other negotiable or nonnegotiable paper of the Principal or payable to the Principal or the Principal's order, transfer money, receive the cash or other proceeds of those transactions, and accept a draft drawn by a person upon the Principal and pay it when due;

Receive for the Principal and act upon a sight draft, warehouse receipt, or other document of title whether tangible or electronic, or other negotiable or nonnegotiable instrument;

Apply for, receive, and use letters of credit, credit and debit cards, electronic transaction authorizations, and traveler's checks from a financial institution and give an indemnity or other agreement in connection with letters of credit; and

Consent to an extension of the time of payment with respect to commercial paper or a financial transaction with a financial institution.

CRD **BUSINESS INTEREST** - In regards to business-related activities, the Principal authorizes the Agent to:

Operate, buy, sell, enlarge, reduce, or terminate an ownership interest;

Perform a duty or discharge a liability and exercise in person or by proxy a right, power, privilege, or option that the Principal has, may have, or claims to have;

Enforce the terms of an ownership agreement;

Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to which the Principal is a party because of an ownership interest;

Exercise in person or by proxy, or enforce by litigation or otherwise, a right, power, privilege, or option the Principal has or claims to have as the holder of stocks and bonds;

Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to which the Principal is a party concerning stocks and bonds;

With respect to an entity or business owned solely by the Principal:

- i. Continue, modify, renegotiate, extend, and terminate a contract made by or on behalf of the Principal with respect to the entity or business before execution of the power of attorney;
- ii. determine:
  - a. The location of its operation;
  - b. The nature and extent of its business;
  - c. The methods of manufacturing, selling, merchandising, financing, accounting, and advertising employed in its operation;
  - d. The amount and types of insurance carried; and
  - e. The mode of engaging, compensating, and dealing with its employees and accountants, attorneys, or other advisors;

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Change the name or form of organization under which the entity or business is operated and enter into an ownership agreement with other persons to take over all or part of the operation of the entity or business; and

Demand and receive money due or claimed by the Principal or on the Principal's behalf in the operation of the entity or business and control and disburse the money in the operation of the entity or business;

Put additional capital into an entity or business in which the Principal has an interest;

Join in a plan of reorganization, consolidation, conversion, domestication, or merger of the entity or business;

Sell or liquidate all or part of an entity or business;

Establish the value of an entity or business under a buy-out agreement to which the Principal is a party;

Prepare, sign, file, and deliver reports, compilations of information, returns, or other papers with respect to an entity or business and make related payments; and

Pay, compromise, or contest taxes, assessments, fines, or penalties and perform any other act to protect the Principal from illegal or unnecessary taxation, assessments, fines, or penalties, with respect to an entity or business, including attempts to recover, in any manner permitted by law, money paid before or after the execution of the power of attorney.

CSO **SAFE DEPOSIT BOX** - The Principal authorizes the Agent to have access, at anytime, to any safe-deposit box rented by the Principal or to which (s)he may have access, wheresoever located, including drilling, if necessary, and to remove all or any part of the contents thereof, and to surrender or relinquish said safe-deposit box; and any institution in which any such safe-deposit box may be located shall not incur any liability the Principal or their estate as a result of permitting the Agent to exercise this power.

CSO **STOCKS AND BONDS** - In regards to stocks and bonds, the Principal authorizes the Agent to:

Buy, sell, and exchange stocks and bonds;

Establish, continue, modify, or terminate an account with respect to stocks and bonds;

Pledge stocks and bonds as security to borrow, pay, renew, or extend the time of payment of a debt of the Principal;

Receive certificates and other evidences of ownership with respect to stocks and bonds; and

Exercise voting rights with respect to stocks and bonds in person or by proxy, enter into voting trusts, and consent to limitations on the right to vote.

CSO **COMMODITIES AND OPTIONS** - In regards to commodities and options, the Principal authorizes the Agent to buy, sell, exchange, assign, settle, and exercise commodity futures contracts and

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call or put options on stocks or stock indexes traded on a regulated option exchange; and establish, continue, modify, and terminate option accounts.

CSO **CLAIMS AND LITIGATION** - In regards to claims and litigation, the Principal authorizes the Agent to:

Assert and maintain before a court or administrative agency a claim, claim for relief, cause of action, counterclaim, offset, recoupment, or defense, including an action to recover property or other thing of value, recover damages sustained by the Principal, eliminate or modify tax liability, or seek an injunction, specific performance, or other relief;

Bring an action to determine adverse claims or intervene or otherwise participate in litigation;

Seek an attachment, garnishment, order of arrest, or other preliminary, provisional, or intermediate relief and use an available procedure to effect or satisfy a judgment, order, or decree;

Make or accept a tender, offer of judgment, or admission of facts, submit a controversy on an agreed statement of facts, consent to examination, and bind the Principal in litigation;

Submit to alternative dispute resolution, settle, and propose or accept a compromise;

Waive the issuance and service of process upon the Principal, accept service of process, appear for the Principal, designate persons upon which process directed to the Principal may be served, execute and file or deliver stipulations on the Principal's behalf, verify pleadings, seek appellate review, procure and give surety and indemnity bonds, contract and pay for the preparation and printing of records and briefs, receive, execute, and file or deliver a consent, waiver, release, confession of judgment, satisfaction of judgment, notice, agreement, or other instrument in connection with the prosecution, settlement, or defense of a claim or litigation;

Act for the Principal with respect to bankruptcy or insolvency, whether voluntary or involuntary, concerning the Principal or some other person, or with respect to a reorganization, receivership, or application for the appointment of a receiver or trustee which affects an interest of the Principal in property or other thing of value;

Pay a judgment, award, or order against the Principal or a settlement made in connection with a claim or litigation; and

Receive money or other thing of value paid in settlement of or as proceeds of a claim or litigation.

CSO **LENDING & BORROWING** - In regards to loans, borrowing money, and promissory notes: the Principal authorizes the Agent to make loans in the Principal's name; to borrow money in the Principal's name, individually or jointly with others; to give promissory notes or other obligations therefor; and to deposit or mortgage as collateral or for security for the payment thereof any or all of the Principal's securities, real estate, personal property, or other property of whatever nature and wherever situated, held by the Principal personally or in trust for their benefit.

CSO **GOVERNMENT BENEFITS** - In regards to Government benefits, the Principal authorizes the Agent to:

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Execute vouchers in the name of the Principal for allowances and reimbursements payable by the United States or a foreign government or by a state or subdivision of a state to the Principal, including allowances and reimbursements for transportation of individuals considered relatives or family, and for shipment of their household effects;

Take possession and order the removal and shipment of property of the Principal from a post, warehouse, depot, dock, or other place of storage or safekeeping, either governmental or private, and execute and deliver a release, voucher, receipt, bill of lading, shipping ticket, certificate, or other instrument for that purpose;

Enroll in, apply for, select, reject, change, amend, or discontinue, on the Principal's behalf, a benefit or program not limited but including Social Security, Medicare, Medicaid, and any Military Benefits;

Prepare, file, and maintain a claim of the Principal for a benefit or assistance, financial or otherwise, to which the Principal may be entitled under a statute or regulation;

Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation concerning any benefit or assistance the Principal may be entitled to receive under a statute or regulation; and

Receive the financial proceeds of a claim described in this section and conserve, invest, disburse, or use for a lawful purpose anything so received.

CSO **RETIREMENT PLANS** - The Principal authorizes the Agent authority over retirement plans defined as:

A plan or account created by an employer, the Principal, or another individual to provide retirement benefits or deferred compensation of which the Principal is a participant, beneficiary, or owner, including a plan or account under the following sections of the Internal Revenue Code:

An individual retirement account under Internal Revenue Code Section 408, 26 U.S.C. Section 408, as amended;

A Roth individual retirement account under Internal Revenue Code Section 408A, 26 U.S.C. Section 408A, as amended;

A deemed individual retirement account under Internal Revenue Code Section 408(q), 26 U.S.C. Section 408(q), as amended;

An annuity or mutual fund custodial account under Internal Revenue Code Section 403(b), 26 U.S.C. Section 403(b), as amended;

A pension, profit-sharing, stock bonus, or other retirement plan qualified under Internal Revenue Code Section 401(a), 26 U.S.C. Section 401(a), as amended;

A plan under Internal Revenue Code Section 457(b), 26 U.S.C. Section 457(b), as amended; and

A non-qualified deferred compensation plan under Internal Revenue Code Section 409A, 26 U.S.C. Section 409A, as amended.



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Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to retirement plans authorizes the Agent to:

- i. Select the form and timing of payments under a retirement plan and withdraw benefits from a plan;
- ii. Make a rollover, including a direct trustee-to-trustee rollover, of benefits from one retirement plan to another;
- iii. Establish a retirement plan in the Principal's name;
- iv. Make contributions to a retirement plan;
- v. Exercise investment powers available under a retirement plan; and borrow from, sell assets to, or purchase assets from a retirement plan.

CEO **TAXES** - In regards to taxes, the Principal authorizes the Agent to:

Prepare, sign, and file federal, state, local, and foreign income, gift, payroll, property, Federal Insurance Contributions Act, and other tax returns, claims for refunds, requests for extension of time, petitions regarding tax matters, and any other tax-related documents, including receipts, offers, waivers, consents, including consents and agreements under Internal Revenue Code Section 2032A, 26 U.S.C. Section 2032A, as amended, closing agreements, and any power of attorney required by the Internal Revenue Service or other taxing authority with respect to a tax year upon which the statute of limitations has not run and the following 25 tax years:

Pay taxes due, collect refunds, post bonds, receive confidential information, and contest deficiencies determined by the Internal Revenue Service or other taxing authority;

Exercise any election available to the Principal under federal, state, local, or foreign tax law; and

Act for the Principal in all tax matters for all periods before the Internal Revenue Service, or other taxing authority.

CEO **INSURANCE AND ANNUITIES** - In regards to insurance policies and annuities, the Principal authorizes the Agent to:

Continue, pay the premium or make a contribution on, modify, exchange, rescind, release, or terminate a contract procured by or on behalf of the Principal which insures or provides an annuity to either the Principal or another person, whether or not the Principal is a beneficiary under the contract;

Procure new, different, and additional contracts of insurance and annuities for the Principal and the Principal's spouse, children, and other dependents, and select the amount, type of insurance or annuity, and mode of payment;

Pay the premium or make a contribution on, modify, exchange, rescind, release, or terminate a contract of insurance or annuity procured by the Agent;

Apply for and receive a loan secured by a contract of insurance or annuity;

Surrender and receive the cash surrender value on a contract of insurance or annuity;

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Exercise an election;

Exercise investment powers available under a contract of insurance or annuity;

Change the manner of paying premiums on a contract of insurance or annuity;

Change or convert the type of insurance or annuity with respect to which the Principal has or claims to have authority described in this section;

Apply for and procure a benefit or assistance under a statute or regulation to guarantee or pay premiums of a contract of insurance on the life of the Principal;

Collect, sell, assign, hypothecate, borrow against, or pledge the interest of the Principal in a contract of insurance or annuity;

Select the form and timing of the payment of proceeds from a contract of insurance or annuity; and

Pay, from proceeds or otherwise, compromise or contest, and apply for refunds in connection with, a tax or assessment levied by a taxing authority with respect to a contract of insurance or annuity or its proceeds or liability accruing by reason of the tax or assessment.

CSO **ESTATES, TRUSTS, AND OTHER BENEFICIAL INTERESTS** - In regards to the Principal's Estates, Trusts, and other Beneficial Interests, the Principal authorizes the Agent to have general authority with respect to estates, trusts, and other beneficial interests to:

Accept, receive, receipt for, sell, assign, pledge, or exchange a share in or payment from the fund;

Demand or obtain money or another thing of value to which the Principal is, may become, or claims to be, entitled by reason of the fund, by litigation or otherwise;

Exercise for the benefit of the Principal a presently exercisable general power of appointment held by the Principal;

Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to ascertain the meaning, validity, or effect of a deed, will, declaration of trust, or other instrument or transaction affecting the interest of the Principal;

Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to remove, substitute, or surcharge a fiduciary;

Conserve, invest, disburse, or use anything received for an authorized purpose;

Transfer an interest of the Principal in real property, stocks and bonds, accounts with financial institutions or securities intermediaries, insurance, annuities, and other property to the trustee of a revocable trust created by the Principal as settlor; and

Reject, renounce, disclaim, release, or consent to a reduction in or modification of a share in or payment from the fund.

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CSO **REAL ESTATE** - In regards to real estate, The Principal authorizes the Agent to:

Demand, buy, lease, receive, accept as a gift or as security for an extension of credit, or otherwise acquire or reject an interest in real property or a right incident to real property;

Sell; exchange; convey with or without covenants, representations, or warranties; quitclaim; release; surrender; retain title for security; encumber; partition; consent to partitioning; subject to an easement or covenant; subdivide; apply for zoning or other governmental permits; plat or consent to platting; develop; grant an option concerning; lease; sublease; contribute to an entity in exchange for an interest in that entity; or otherwise grant or dispose of an interest in real property or a right incident to real property;

Pledge or mortgage an interest in real property or right incident to real property as security to borrow money or pay, renew, or extend the time of payment of a debt of the Principal or a debt guaranteed by the Principal;

Release, assign, satisfy, or enforce by litigation or otherwise a mortgage, deed of trust, conditional sale contract, encumbrance, lien, or other claim to real property which exists or is asserted;

- i. Manage or conserve an interest in real property or a right incident to real property owned or claimed to be owned by the Principal, including:
  - ii. Insuring against liability or casualty or other loss;
  - iii. Obtaining or regaining possession of or protecting the interest or right by litigation or otherwise;
  - iv. Paying, assessing, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with them; and
  - v. Purchasing supplies, hiring assistance or labor, and making repairs or alterations to the real property;

Use, develop, alter, replace, remove, erect, or install structures or other improvements upon real property in or incident to which the Principal has, or claims to have, an interest or right;

Participate in a reorganization with respect to real property or an entity that owns an interest in or right incident to real property and receive, and hold, and act with respect to stocks and bonds or other property received in a plan of reorganization, including:

- i. Selling or otherwise disposing of them;
- ii. Exercising or selling an option, right of conversion, or similar right with respect to them; and
- iii. exercising any voting rights in person or by proxy;
- iv. change the form of title of an interest in or right incident to real property; and

Dedicate to public use, with or without consideration, easements or other real property in which the Principal has, or claims to have, an interest.

CSO **PERSONAL PROPERTY** - In regards to personal property, the Principal authorizes the Agent to:

Demand, buy, receive, accept as a gift or as security for an extension of credit, or otherwise acquire or reject ownership or possession of tangible personal property or an interest in tangible personal property;

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Sell; exchange; convey with or without covenants, representations, or warranties; quitclaim; release; surrender; create a security interest in; grant options concerning; lease; sublease; or, otherwise dispose of tangible personal property or an interest in tangible personal property;

Grant a security interest in tangible personal property or an interest in tangible personal property as security to borrow money or pay, renew, or extend the time of payment of a debt of the Principal or a debt guaranteed by the Principal;

Release, assign, satisfy, or enforce by litigation or otherwise, a security interest, lien, or other claim on behalf of the Principal, with respect to tangible personal property or an interest in tangible personal property;

Manage or conserve tangible personal property or an interest in tangible personal property on behalf of the Principal, including:

- i. Insuring against liability or casualty or other loss;
- ii. Obtaining or regaining possession of or protecting the property or interest, by litigation or otherwise;
- iii. Paying, assessing, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with taxes or assessments;
- iv. Moving the property from place to place;
- v. Storing the property for hire or on a gratuitous bailment; and
- vi. Using and making repairs, alterations, or improvements to the property; and

Change the form of title of an interest in tangible personal property.

CSO **PERSONAL & FAMILY MAINTENANCE** - In regards to personal and family maintenance, the Principal authorizes the Agent to:

I. Perform the acts necessary to maintain the customary standard of living of the Principal, the Principal's spouse, and the following individuals, whether living when the power of attorney is executed or later born:

- i. The Principal's children;
- ii. Other individuals legally entitled to be supported by the Principal; and
- iii. The individuals whom the Principal has customarily supported or indicated the intent to support;

II. Make periodic payments of child support and other family maintenance required by a court or governmental agency or an agreement to which the Principal is a party;

III. Provide living quarters for the individuals described in section I by:

- i. Purchase, lease, or other contract; or
- ii. Paying the operating costs, including interest, amortization payments, repairs, improvements, and taxes, for premises owned by the Principal or occupied by those individuals;

IV. Provide normal domestic help, usual vacations and travel expenses, and funds for shelter, clothing, food, appropriate education, including postsecondary and vocational education, and other current living costs for the individuals described in section I;

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V. Pay expenses for necessary health care and custodial care on behalf of the individuals described in section I;

VI. Act as the Principal's personal representative pursuant to the Health Insurance Portability and Accountability Act, Sections 1171 through 1179 of the Social Security Act, 42 U.S.C. Section 1320d, as amended, and applicable regulations, in making decisions related to the past, present, or future payment for the provision of health care consented to by the Principal or anyone authorized under the law of this state to consent to health care on behalf of the Principal;

VII. Continue any provision made by the Principal for automobiles or other means of transportation, including registering, licensing, insuring, and replacing them, for the individuals described in section I;

VIII. maintain credit and debit accounts for the convenience of the individuals described in section I and open new accounts; and

IX. Continue payments incidental to the membership or affiliation of the Principal in a religious institution, club, society, order, or other organization or to continue contributions to those organizations.

X. Authority with respect to personal and family maintenance is neither dependent upon, nor limited by, authority that an Agent may or may not have with respect to GIFTS.

CSO GIFTS - The Principal authorizes the Agent to make gifts described as:

A gift "for the benefit of" a person includes a gift to a trust, an account under the Uniform Transfers to Minors Act, and a tuition savings account or prepaid tuition plan as defined under Internal Revenue Code Section 529, 26 U.S.C. Section 529, as amended.

Unless the power of attorney otherwise expressly provides, language in a power of attorney granting general authority with respect to gifts authorizes the Agent only to:

- i. Make outright to, or for the benefit of, a person including the Agent, a gift of any of the Principal's property, including by the exercise of a presently exercisable general power of appointment held by the Principal, in an amount per donee not to exceed the annual dollar limits of the federal gift tax exclusion under Internal Revenue Code Section 2503(b), 26 U.S.C. Section 2503(b), as amended, without regard to whether the federal gift tax exclusion applies to the gift, or if the Principal's spouse agrees to consent to a split gift pursuant to Internal Revenue Code Section 2513, 26 U.S.C. 2513, as amended, in an amount per donee not to exceed twice the annual federal gift tax exclusion limit; and
- ii. Consent, pursuant to Internal Revenue Code Section 2513, 26 U.S.C. Section 2513, as amended, to the splitting of a gift made by the Principal's spouse in an amount per donee not to exceed the aggregate annual gift tax exclusions for both spouses.

An Agent may make a gift of the Principal's property only as the Agent determines is consistent with the Principal's objectives if actually known by the Agent and, if unknown, as the Agent determines is consistent with the Principal's best interest based on all relevant factors, including:

- i. The value and nature of the Principal's property;

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- ii. The Principal's foreseeable obligations and need for maintenance;
- iii. Minimization of taxes, including income, estate, inheritance, generation skipping transfer, and gift taxes;
- iv. Eligibility for a benefit, a program, or assistance under a statute or regulation; and
- v. The Principal's personal history of making or joining in making gifts.

CSO **SPECIAL INSTRUCTIONS** - The Principal SHALL NOT grant any additional powers or instructions to the Agent other than the powers listed under this power of attorney.

## EFFECTIVE DATE

This power of attorney shall begin:

(Initial)

CSO - Immediately upon the execution of this document. These powers shall not be affected by any subsequent disability or incapacity the Principal may experience in the future.

## AUTHORITY OF AGENT

Any party dealing with the Agent hereunder may rely absolutely on the authority granted herein and need not look to the application of any proceeds nor the authority of the Agent as to any action taken hereunder. In this regard, no person who may in good faith act in reliance upon the representations of the Agent or the authority granted hereunder shall incur any liability to the Principal or their estate as a result of such act. The Principal hereby ratify and confirm whatever the Agent shall lawfully do under this instrument. The Agent is authorized as he or she deems necessary to bring an action in court so that this instrument shall be given the full power and effect that the Principal intends on by executing it.

## LIABILITY OF AGENT

The Agent shall not incur any liability to the Principal under this power except for a breach of fiduciary duty.

## REIMBURSEMENT AND COMPENSATION

The Agent is not entitled to any reimbursement for reasonable expenses incurred in exercising the powers hereunder. Furthermore, the Agent shall not be entitled to any compensation for their duties as Agent.

## AMENDMENT AND REVOCATION

The Principal can amend or revoke this power of attorney at anytime, if the Principal is not incapacitated, by a document delivered to the Agent. Any amendment or revocation is ineffective as to a third party until such third party has notice of such revocation or amendment.

This power of attorney hereby revokes any and all financial powers of attorney the Principal may have executed in the past.

# UNOFFICIAL COPY

## STATE LAW

This power of attorney is governed by the laws of the State of Illinois. Unless the Principal specifically limits the period of time that this power of attorney will be in effect, the Agent may exercise the powers given to him or her after (s)he becomes incapacitated. A court, however, can take away the powers of the Agent if it finds that the Agent is not acting properly. The Principal may also revoke this power of attorney at their desire. This power of attorney does not authorize the Agent to appear in court for the Principal 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.

## PHOTOCOPIES

Photocopies of this document can be relied upon as though they were originals.

IN WITNESS WHEREOF, I executed this power of attorney on 3/3, 2020 in the presence of a notary public and at least one (1) witness.

Principal's Signature Coralia Garcia Ochs  
Coralia Garcia Ochs

## AGENT'S CERTIFICATION AND ACCEPTANCE OF AUTHORITY

I, Robert Ochs, certify that the attached is a true copy of a power of attorney naming the undersigned as Agent for Coralia Garcia Ochs. I certify that to the best of my knowledge the Principal had the capacity to execute the power of attorney, is alive, and has not revoked the power of attorney; that my powers as Agent have not been altered or terminated; and that the power of attorney remains in full force and effect.

I accept appointment as Agent under this power of attorney.

This certification and acceptance is made under penalty of perjury.

Agent's Signature [Signature]  
Robert Ochs of 4953 Oakton, Apt 702, Skokie, Illinois, 60077-5306.

## AGENT'S CERTIFICATION AND ACCEPTANCE OF AUTHORITY

I, Michael Ochs, certify that the attached is a true copy of a power of attorney naming the undersigned as the second (2nd) Agent for Coralia Garcia Ochs. I certify that to the best of my knowledge the Principal had the capacity to execute the power of attorney, is alive, and has not revoked the power of attorney; that my powers as Agent have not been altered or terminated; and that the power of attorney remains in full force and effect.

I accept appointment as Agent under this power of attorney.

# UNOFFICIAL COPY

This certification and acceptance is made under penalty of perjury.

2nd Agent's Signature *MOchs*

Michael Ochs of 1047 N Carlyle Lane, Arlington Heights, Illinois, 60004.

Property of Cook County Clerk's Office



# 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 Coralia Garcia Ochs, 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: 3-3-2020 Signed: Kimberly A. Brigando (Witness)

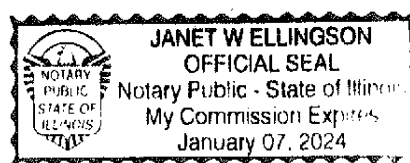
## NOTARY ACKNOWLEDGMENT

STATE OF Illinois  
Kane County, ss.

On this 3rd day of March, 2020, before me appeared Coralía Garcia Ochs, as Principal of this power of attorney who proved to me through government issued photo identification to be the above-named person, in my presence executed this foregoing instrument and acknowledged that (s)he executed the same as his/her own free act and deed.

Janet W. Ellingson  
Notary Public

My commission expires: SEAL  
January 7, 2024



# UNOFFICIAL COPY

File No : 23871270-IL

## EXHIBIT A

The land is situated in the County of Cook, State of Illinois, as follows:

UNIT 702 AND PARKING SPACES P-76 AND P-34 IN METROPOLITAN OF SKOKIE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THAT PART OF LOT 3 IN METROPOLITAN OF SKOKIE, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 2, 2005 AS DOCUMENT NUMBER 0524544033, IN COOK COUNTY ILLINOIS DESCRIBED AS FOLLOWS: (A) BELOW A HORIZONTAL PLANE AT ELEVATION 630.55 USGS DATUM (B) ABOVE A HORIZONTAL PLANE AT ELEVATION 641.91 USGS DATUM BELOW A HORIZONTAL PLANE AT ELEVATION 687.73 USGS DATUM.

WHICH SURVEY IS ATTACHED AS AN EXHIBIT "E" TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0531218048, FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM RECORDED DECEMBER 20, 2005 AS DOCUMENT 0535403095, SECOND AMENDMENT RECORDED MARCH 15, 2006 AS DOCUMENT 0607434105, THIRD AMENDMENT RECORDED 2006 AS DOCUMENT 0612117117, AND AS MAY BE FURTHER AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

Commonly Known As: 4953 Oakton Street, Unit 702, Skokie, IL 60077, 4953 Oakton St., Unit P-76, Skokie, IL 60077, 4953 Oakton St., Unit P-34, Skokie, IL 60077

Parcel Identification Number: 10-28-201-034-1149, 10-28-201-034-1094 and 10-28-201-034-1057

**ATA NATIONAL TITLE GROUP, LLC**  
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