

UNOFFICIAL COPY

C-245--POWER OF ATTORNEY

92254790
MAGN Stationery Co., Dallas

THE STATE OF TEXAS, } KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF RED RIVER

THAT I, Annie M. Braginsky, Route 1, Box 165, Avery, Texas 75554

of Avery County of Red River and State of Texas

have this day Made, Constituted and Appointed and by these presents do Make, Constitute and Appoint Maurice Braginsky, 901 South Plymouth Court, Apt. 502, Chicago Illinois 60605

of Chicago, in the County of Cook and State of Texas, Illinois, my

true and lawful Attorney for me and in my name, place and stead, to enter into and take possession of any or all of the lands, tenements, hereditaments and real estate whatsoever in Cook County, Illinois and Broward County, Florida, to-wit: my undivided interest in Condominium Unit K-102 located at 4451 NW 16th Street, Lauderdale, Broward County, Florida, shown in Quit-Claim Deed dated September 19, 1984, of record in Vol. 12761, Page 875 of the Deed Records of Broward County, Florida, and second tract being Unit 502 in the 901 South Plymouth Court Condominium, Chicago, Illinois, being the same property described in Trustee's Deed dated November 16, 1979, shown of record in Cook County Deeds under #25,295,449 as filed for record on December 27, 1979, to or in which I am or may be in any way entitled or interested; to contract to sell and convey the same or any part thereof to any grantee whomsoever, for such sum, on such terms and with such agreements as to him shall seem proper; to make, execute, acknowledge and deliver good and sufficient conveyances for the same upon any such consideration and with any such clauses, covenants and agreements to be therein contained as my said attorney shall think fit and convenient; until the same shall be sold, to demise, lease or farm-let the said real estate to such person or persons and for such rent as he may see fit; and to ask, demand, recover, collect and receive all sums of money which shall become due and owing to me by means of any such sale, conveyance or lease, to take all lawful ways and means for the recovery thereof, to compound and agree for the same and to execute and delivery sufficient acquittances, releases and discharges therefor, as well as of any lien or liens securing any obligation arising in connection therewith.

The subject matter of this power is the joint community property of Maurice Braginsky and Annie M. Braginsky, husband and wife, and the sole management community property of husband,

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DEPT-01 RECORDING \$25.50
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#3042 # 52-254790
COOK COUNTY RECORDER

hereby giving and granting to said Attorney full power and authority to do and perform any and all acts and things whatsoever requisite and necessary to be done in and about the premises, as fully to all intents and purposes, as I might or could do if personally present, with full power, authority and jurisdiction, hereby ratifying and confirming all that my said Attorney ~~do~~ shall lawfully do in the premises by virtue hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at, Clarksville, Texas this 21st day of April A. D. 19 87.

WITNESS: Annie M. Braginsky (SEAL)
Annie M. Braginsky (SEAL)
(SEAL)

mlm 2500 MAIL TO

Mail to: Maurice Braginsky
901 S. Plymouth Ct #502
Chicago, Ill. 60605

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POWER OF ATTORNEY

ANNIE M. BRAGINSKY

TO

MAURICE BRAGINSKY

FILED FOR RECORD

this day of A. D. 19

o'clock M.

County Clerk Co., Texas

Deputy

RECORDED

A. D. 19

County Records

Page

County Clerk

Deputy

Recording Fee \$

This instrument should be filed immediately with the County Clerk for record.

MARTIN Stationery Co., Dallas

(L. S.) County Clerk County, Texas. Deputy.

THE STATE OF TEXAS, COUNTY OF ... WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, AT OFFICE IN ...

Notary Public, in and for the State of Texas. My Commission Expires ...

THE STATE OF TEXAS, COUNTY OF ... CORPORATION ACKNOWLEDGMENT ...

Notary Public, in and for the State of Texas. My Commission Expires ...

THE STATE OF TEXAS, COUNTY OF ... ACKNOWLEDGMENT ...

Notary Public, in and for the State of Texas. My Commission Expires ...

THE STATE OF TEXAS, COUNTY OF RED RIVER ... ACKNOWLEDGMENT ...

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Unit 502 in the 90 South Plymouth Court Condominium as defined by a survey of the following described real estate.

Lot 1 in Block 6 in Dearborn Park Unit Number 1, being a Resubdivision of sundry lots and vacated streets and alleys in and adjoining Blocks 127 to 134, both inclusive, in School Section Addition to Chicago, in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

which survey is attached as Exhibit "A-2" to the Declaration of Condominium recorded as Document 25245458 together with its undivided percentage interest in the common elements.

Grantor also hereby grants to the Grantee, their successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the Declaration of Condominium, aforesaid, and Grantor reserves to itself, its successors and assigns, the rights and easements set forth in said Declaration for the benefit of the remaining property described therein and the right to grant said rights and easements in conveyances and mortgages of said remaining property.

This deed is subject to all rights, easements, covenants, conditions, restrictions and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein.

Also subject to: The Condominium Property Act; the Declaration of Condominium Ownership; the Plat of Survey; current real estate taxes not yet due and payable, zoning and building laws and ordinances; roads and highways; easements, and building lines of record, the lien of additional taxes which may be assessed by reason of the construction of new or additional improvements on the Parcel; liens and other matters, if any, insured over by Chicago Title Insurance Company; acts of Grantee; the right and option of Dearborn Park Corporation (Limited Dividend) to repurchase the conveyed premises at the purchase price paid by Grantee (Grantee hereinafter includes the beneficiary of a land trust if that land trust's nominee is Grantee hereunder) to Grantor plus an amount equal to Grantee's purchase price times the percentage increase in the Consumer Price Index from the time of Grantee's purchase less an amount to compensate for damage to the Unit, if any, if Grantee sells the conveyed premises or any portion thereof or interest therein, within two (2) years of Grantor's conveyance to Grantee. Grantee shall give Dearborn Park Corporation at least 45 days prior written notice of the proposed sale, which notice shall contain the name and address of the proposed purchaser and shall contain an executed copy of the proposed contract of sale or terms of transfer. Dearborn Park Corporation shall have a period of 45 days after receipt of said notice to exercise its right to purchase the Property on the aforesaid terms. If Dearborn Park Corporation gives written notice to Grantee within said 45-day period that it does not elect to exercise said right, or if Dearborn Park Corporation fails to give written notice to Grantee within said 45-day period, then Grantee may proceed to close the proposed sale, provided, however, that if Grantee fails to close the proposed sale with the proposed purchaser and on the terms and conditions designated to Dearborn Park Corporation in the aforesaid notice, the right of first refusal granted to Dearborn Park Corporation herein shall remain in effect and shall be applicable to any subsequent proposed sale by Grantee of the Property, or any portion thereof or interest therein, as aforesaid. If Dearborn Park Corporation notifies Grantee within the aforesaid 45-day period of its election to purchase the Property, then such purchase shall be closed within 30 days after the giving of such notice, at which time Grantee agrees to tender a reconveyance warranty deed subject only to those title exceptions to which this conveyance is subject (but excluding acts of Grantee) and Dearborn Park Corporation agrees to tender the repurchase price as aforesaid. Also subject to: the right and option of Dearborn Park Corporation (Limited Dividend) to repurchase the conveyed premises at the purchase price paid by Grantee (Grantee hereinafter includes the beneficiary of a land trust if that land trust's nominee is Grantee hereunder) to Grantor plus an amount equal to Grantee's purchase price times the percentage increase in the Consumer Price Index from the time of Grantee's purchase less an amount to compensate for damage to the Unit, if any, upon the failure of Grantee or member of Grantee's family (related to Grantee by blood or marriage) to occupy the conveyed premises as its principal residence within ninety (90) days and continuously for two (2) years after Grantor's conveyance to Grantee. If Grantee notifies Dearborn Park Corporation in writing of its intent to vacate or never occupy the Unit, if Dearborn Park Corporation exercises its right and option to repurchase as aforesaid such exercise must be by written notice to Grantee, within sixty (60) days of Grantee's notice to Dearborn Park Corporation, provided that if Grantee fails to give notice to Dearborn Park Corporation, as aforesaid, then the sixty-day notice shall not apply and Dearborn Park Corporation may exercise its option and right to repurchase at any time thereafter by written notice as aforesaid to Grantee. The closing of the repurchase shall be thirty (30) days after the date of Dearborn Park Corporation's notice or at such other time as may be agreed upon by the parties, at which time Dearborn Park Corporation shall pay Grantee the purchase price as above stated and Grantee agrees to tender a reconveyance warranty deed subject only to those title exceptions to which this conveyance is subject (but excluding acts of Grantee) and to convey the premises in the same condition as at its purchase, ordinary wear and tear excepted. If Grantee breaches its covenants hereunder and an occupant takes possession of the Unit but Dearborn Park Corporation elects not to exercise its right and option to repurchase, such election shall not operate as a waiver of the right to repurchase the Unit from Grantee in case the occupant subsequently vacates the Unit.

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