

THIRD EXTENSION AGREEMENT

THIS AGREEMENT made as of this 15th day of July 1993 by and among COLE TAYLOR BANK, as trustee under Trust Agreement dated January 23, 1990, and known as Trust No. 90-1006 ("Trust" or "Trustee"), THE YALE LIMITED PARTNERSHIP, an Illinois limited partnership ("Partnership"), LORENZO K. BRYANT and ROGER A. HOUSEHOLDER ("Guarantors") (the Trustee, Partnership and Guarantors being hereafter jointly referred to as "Borrower"), COLE TAYLOR BANK, an Illinois banking association, successor by merger to COLE TAYLOR BANK/DROVERS ("Lender").

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WITNESSETH

WHEREAS, the Trustee is the owner and holder of legal title to the parcel of real estate commonly known as 6565 South Yale, Chicago, Illinois and legally described as follows ("Property"):

THE SOUTH 1/2 OF LOT 11 AND ALL OF LOTS 12 AND 13 IN BLOCK 1 IN C.D. PERRY'S RESUBDIVISION OF BLOCK 1 AND LOTS 1 TO 5 IN BLOCK 6 IN BARNUM GROVE SUBDIVISION OF THE SOUTH 42.7 ACRES OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO. 20-21-210-014, 015 6565 S. Yale

WHEREAS, the Partnership is the sole beneficiary of the Trust, with full power of direction therein; and

WHEREAS, on or about January 23, 1990, Lender made a loan to Borrower in the original principal amount of \$206,000.00 ("First Mortgage Loan"), evidenced and secured by the following documents ("First Mortgage Loan Instruments"):

1. Secured Time Note dated January 23, 1990 made by the Trustee payable to the Lender in the principal amount of \$206,000.00 ("\$206,000.00 Note");
2. Commercial Mortgage, Security Agreement and Fixture Filing date January 23, 1990 from the Trustee to the Lender covering the Property, recorded February 26, 1990, as Document No. 90089105 ("Mortgage");

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

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Handwritten initials/signature

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# UNOFFICIAL COPY

COOK COUNTY

THIRD EDITION REVISION 1/1/01

THIS AGREEMENT is made this 1st day of January, 1900, between the County of Cook, Illinois, and the Board of Supervisors of Cook County, Illinois, for the purpose of providing for the maintenance and repair of the public buildings of Cook County, Illinois, and for the purpose of providing for the maintenance and repair of the public buildings of Cook County, Illinois, and for the purpose of providing for the maintenance and repair of the public buildings of Cook County, Illinois.

Property of Cook County Clerk's Office

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WHEREAS, the Board of Supervisors of Cook County, Illinois, has the honor to acknowledge the receipt of the sum of \$100,000.00 from the County of Cook, Illinois, for the purpose of providing for the maintenance and repair of the public buildings of Cook County, Illinois, and for the purpose of providing for the maintenance and repair of the public buildings of Cook County, Illinois.

AND WHEREAS, the Board of Supervisors of Cook County, Illinois, has the honor to acknowledge the receipt of the sum of \$100,000.00 from the County of Cook, Illinois, for the purpose of providing for the maintenance and repair of the public buildings of Cook County, Illinois, and for the purpose of providing for the maintenance and repair of the public buildings of Cook County, Illinois.

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3. Assignment of Rents and Leases dated January 23, 1990, from the Trustee to the Lender, recorded February 28, 1990, as Document No. 90089108 ("Assignment of Rents");
4. Guaranty dated January 23, 1990, by Lorenzo K. Bryant of the obligations evidenced by the \$208,000.00 Note;
5. Guaranty dated January 23, 1990, by Roger A. Householder of the obligations evidenced by the \$208,000.00 Note;
6. Security Agreement ("Assignment of Beneficial Interest as Collateral") from the Partnership to the Lender, collaterally assigning One Hundred percent (100%) of the beneficial interest in the Trust.

WHEREAS, on or about September 10, 1990, Lender made a loan to Borrower in the principal amount of \$12,000.00 ("ABI Loan"), evidenced and secured by the following documents ("ABI Loan Instruments"):

1. Secured Time Note dated September 10, 1990 made by the Trustee and the Partnership payable to the Lender in the principal amount of \$12,000.00 ("\$12,000.00 Note");
2. Guaranty dated September 10, 1990 by Lorenzo K. Bryant of the obligations evidenced by the \$12,000 Note;
3. Guaranty dated September 10, 1990 by Roger A. Householder of the obligations evidenced by the \$12,000 Note;
4. Security Agreement ("Assignment of Beneficial Interest") as Collateral from the Partnership to the Lender, collaterally assigning One Hundred percent (100%) of the beneficial interest in the Trust.

WHEREAS, the First Mortgage Loan and the ABI Loan matured on March 15, 1991, and the terms of the First Mortgage Loan and ABI Loan were extended to March 15, 1992, and Lender made an additional advance to Borrower in the amount of \$10,000.00, secured by the First Mortgage Loan Instruments and the ABI Loan Instruments, pursuant to the terms and provisions of the Extension Agreement dated March 15, 1991; and

WHEREAS, the terms of the First Mortgage Loan and ABI Loan were extended to July 15, 1993 by the Second Extension Agreement, dated March 15, 1992, and recorded on July 21, 1992 as Document No. 92535343; and

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*Handwritten initials:* JLB, RAH

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Assignment of Interest in Real Estate: This document is a public record of the assignment of interest in real estate located in Cook County, Illinois, to the Trust for the benefit of the beneficiaries named herein.

1. The Trust was established by the will of the late [Name], dated [Date], and is governed by the terms of the will and the Trust Agreement.

2. The Trust is a trust created under the laws of the State of Illinois, and its purposes are to provide for the support and maintenance of the beneficiaries named herein.

3. The Trust is a trust of personal property, and the assets of the Trust are to be held and managed by the Trustee for the benefit of the beneficiaries named herein.

4. The Trust is a trust of real estate, and the assets of the Trust are to be held and managed by the Trustee for the benefit of the beneficiaries named herein.

5. The Trust is a trust of personal property, and the assets of the Trust are to be held and managed by the Trustee for the benefit of the beneficiaries named herein.

6. The Trust is a trust of real estate, and the assets of the Trust are to be held and managed by the Trustee for the benefit of the beneficiaries named herein.

7. The Trust is a trust of personal property, and the assets of the Trust are to be held and managed by the Trustee for the benefit of the beneficiaries named herein.

8. The Trust is a trust of real estate, and the assets of the Trust are to be held and managed by the Trustee for the benefit of the beneficiaries named herein.

9. The Trust is a trust of personal property, and the assets of the Trust are to be held and managed by the Trustee for the benefit of the beneficiaries named herein.

10. The Trust is a trust of real estate, and the assets of the Trust are to be held and managed by the Trustee for the benefit of the beneficiaries named herein.

11. The Trust is a trust of personal property, and the assets of the Trust are to be held and managed by the Trustee for the benefit of the beneficiaries named herein.

12. The Trust is a trust of real estate, and the assets of the Trust are to be held and managed by the Trustee for the benefit of the beneficiaries named herein.

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WHEREAS, there remains a principal balance due and owing to Lender as of the date hereof in the amount of \$217,788.65; and

WHEREAS, Lender and Borrower have agreed to extend the term of the Loan to July 15, 1994, pursuant to the terms and provisions herein provided.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. **Extension of Terms of First Mortgage Loan and ABI Loan.** The terms of the First Mortgage Loan and ABI Loan are hereby extended to July 15, 1994, subject to the terms and provisions of the First Mortgage Loan Instruments and ABI Loan Instruments, and subject to the payment of the Extension Fee as provided in Section 3 of this Agreement.
2. **Amortization.** The aggregate principal balance of the First Mortgage Loan and the ABI Loan in the amount of (\$217,788.65) shall be payable with interest at the rate of nine percent (9%) per annum in equal monthly installments of principal and interest in the amount of (\$2,208.96), commencing August 1, 1993 and (\$2,208.96) on the first day of each month thereafter, with a final payment of the entire remaining balance of principal and interest being due and payable on or before July 15, 1994.
3. **Real Estate Taxes and Insurance.** Borrower shall furnish to Lender evidence of payment of real estate taxes and insurance premiums relating to the Property within thirty (30) days after such taxes and premiums are due and payable.
4. **Extension Fee.** Borrower shall pay to Lender a non-refundable Extension Fee in the amount of TWO THOUSAND ONE HUNDRED SEVENTY EIGHT AND NO/100 DOLLARS (\$2,178.00) payable upon execution of this Agreement.
5. **Reaffirmation of Loan Instruments.** The Borrower, the Partnership and the Guarantors hereby reaffirm the terms and provisions of the Loan Instruments and agree that each and every term and provision of each of the Loan Instruments shall be and remain in full force and effect, except as expressly modified hereby.
6. **Attorneys' Fees and Expenses.** The Borrower shall pay any and all attorneys' fees and expenses incurred by Lender in connection with the negotiation, preparation, administration and enforcement of this Agreement.
7. **Trustee Exculpation.** This Extension Agreement is executed by COLE TAYLOR BANK, not personally, but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly

ELLB  
KMH

# UNOFFICIAL COPY

WITNESSETH that the within and foregoing is the true and correct copy of the original as the same appears in the records of the County of Cook, Illinois.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

CLERK OF THE COUNTY OF COOK, ILLINOIS

Notary Public for the State of Illinois

My commission expires on \_\_\_\_\_, 19\_\_\_\_.

My office is located at \_\_\_\_\_, \_\_\_\_\_, Illinois.

My commission was issued to me by the State of Illinois on \_\_\_\_\_, 19\_\_\_\_.

My office is located at \_\_\_\_\_, \_\_\_\_\_, Illinois.

My commission was issued to me by the State of Illinois on \_\_\_\_\_, 19\_\_\_\_.

My office is located at \_\_\_\_\_, \_\_\_\_\_, Illinois.

COOK COUNTY

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understood and agreed that nothing herein contained shall be construed as creating any liability on said COLE TAYLOR BANK, personally to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder.

IN WITNESS WHEREOF, Borrower has caused these presents to be executed the day and year first above written.

COLE TAYLOR BANK, not personally but as trustee aforesaid

Attest: Cristina E. Bonardine  
(Assistant) Trust Officer  
Land Trust Administrator

By: Lincoln C. Hart  
(Assistant) Vice President  
LAND TRUST OFFICER

THE YALE LIMITED PARTNERSHIP, an Illinois limited partnership

EXEMPTORY CLAUSE

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee, while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee, are nevertheless each and every one of them made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that of the Trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee, and that no personal liability or personal responsibility is assumed by nor shall at any time be assessed or enforceable against Cole Taylor Bank under said Trust Agreement, on account of this instrument or on account of any warranty, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained other than as expressed or implied, all such personal liability, if any, being expressly waived and released.

COLE TAYLOR BANK

By: Lorenzo K. Bryant  
LORENZO K. BRYANT,  
General Partner

By: Roger A. Householder  
ROGER A. HOUSEHOLDER,  
General Partner

Lorenzo K. Bryant  
LORENZO K. BRYANT, Individually

Roger A. Householder  
ROGER A. HOUSEHOLDER, Individually

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RAH

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and the undersigned, as aforesaid, have read and approved the foregoing and have signed and delivered the same in presence of the undersigned, as aforesaid, and have caused the same to be recorded in the office of the Clerk of the County of Cook, Illinois, on this day of \_\_\_\_\_, 19\_\_\_\_.

Witness my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

COLE TAYLOR BAKER, not personally but as trustee aforesaid

\_\_\_\_\_ (Name of Trustee)

THE FARMERS' TRUST COMPANY, as trustee

\_\_\_\_\_ (Name of Trustee)

\_\_\_\_\_ (Name of Trustee)

ROBERT A. HOUSEHOLDER, General Partner

\_\_\_\_\_ (Name of Trustee)

ROBERT A. HOUSEHOLDER, individually

\_\_\_\_\_ (Name of Trustee)

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IN WITNESS WHEREOF, Lender has caused these presents to be executed the day and year first above written.

COLE TAYLOR BANK, an Illinois banking association

(SEAL)

By: Vincent F. Daley, Jr.  
VINCENT F. DALEY, JR.,  
Vice President

Property of Cook County Clerk's Office

**Instrument Prepared By:**

Richard C. Jones, Jr., Esq.  
Malk & Harris  
212 East Ohio Street  
Suite 500  
Chicago, Illinois 60611  
(312) 280-0111

*RLB*

93903903

**RECORDED DOCUMENT TO BE RETURNED TO:**

Carole Dansky  
Cole Taylor Bank  
5501 W. 79th St.  
Burbank, Ill. 60459

*RAH*

# UNOFFICIAL COPY

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said Court at Chicago, Illinois, this 1st day of January, 1983.

COOK COUNTY CLERK  
CHICAGO, ILLINOIS

(1983)

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Payment Received By

Richard C. Jones, III, Esq.  
Mark & P. White  
512 East Ohio Street  
Suite 200  
Chicago, Illinois 60611  
(312) 280-0111

FOR DEPOSIT TO BE RETURNED TO

Carole Davis  
614 Taylor Street  
5501 W. 79th St.  
Berwyn, Ill. 60412

UNOFFICIAL COPY

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STATE OF ILLINOIS )  
                              )SS  
COUNTY OF COOK     )

I, THE UNDERSIGNED, Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that LUCILLE C. HART, Vice President (Trust Officer) and CONSTANCE E. COSSIDINE, Assistant Trust Officer of COLE TAYLOR BANK, who are personal known to me to be the ~~Trustee~~ ~~parties~~ ~~whose~~ names are subscribed to the foregoing instrument as such Vice President (Trust Officer) and Assistant Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Trust Officer then and there acknowledged that said Assistant Trust Officer, as custodian of the corporate seal of said Trustee, did affix the seal of said Trustee to said instrument as said Assistant Trust Officer's own free and voluntary act and as the free and voluntary act of said Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 12 day of SEPT., 1993.

Joan S. Hacy  
NOTARY PUBLIC

My Commission Expires:

OFFICIAL  
JOAN S. HACY  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP. DATE 12-1-92

LHB

RHH

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STATE OF ILLINOIS

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COUNTY OF COOK

IN SENATE, January 11, 1933.  
REPORT OF THE COMMISSIONER OF THE STATE LAND OFFICE  
ON THE PROCEEDINGS OF THE COMMISSIONERS OF THE STATE LAND OFFICE  
IN THE MATTER OF THE SALE OF THE PUBLIC LANDS OF THE STATE OF ILLINOIS  
IN THE COUNTY OF COOK, TO THE STATE OF ILLINOIS, BY PUBLIC AUCTION,  
ON THE 10TH DAY OF JANUARY, 1933, AT CHICAGO, ILLINOIS.  
AND THE PROCEEDINGS OF THE COMMISSIONERS OF THE STATE LAND OFFICE  
IN THE MATTER OF THE SALE OF THE PUBLIC LANDS OF THE STATE OF ILLINOIS  
IN THE COUNTY OF COOK, TO THE STATE OF ILLINOIS, BY PUBLIC AUCTION,  
ON THE 10TH DAY OF JANUARY, 1933, AT CHICAGO, ILLINOIS.  
AND THE PROCEEDINGS OF THE COMMISSIONERS OF THE STATE LAND OFFICE  
IN THE MATTER OF THE SALE OF THE PUBLIC LANDS OF THE STATE OF ILLINOIS  
IN THE COUNTY OF COOK, TO THE STATE OF ILLINOIS, BY PUBLIC AUCTION,  
ON THE 10TH DAY OF JANUARY, 1933, AT CHICAGO, ILLINOIS.

Given under my hand and the seal of the State of Illinois, this 11th day of January, 1933.

NOTARY PUBLIC

NOTARY PUBLIC  
JAMES H. HANCOCK  
OFFICIAL SEAL  
JAN 11 1933

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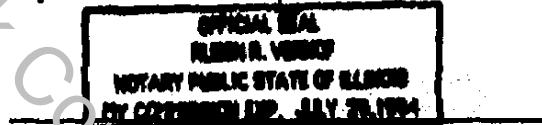
STATE OF ILLINOIS     )  
  )SS  
COUNTY OF COOK     )

I, RUBEN R. VERNOF, Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that LORENZO K. BRYANT and ROGER A. HOUSEHOLDER, personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the use and purposes therein set forth.

GIVEN under my hand and notarial seal this 30th day of August, 1993.

Ruben R. Vernof  
NOTARY PUBLIC

My Commission Expires:



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*RAT*

# UNOFFICIAL COPY

STATE OF ILLINOIS  
COUNTY OF COOK

Witness my hand and seal of office this 15th day of June, 1901.  
Notary Public in and for the County of Cook, State of Illinois.  
My commission expires 15th day of June, 1902.

*Robert A. V. Vinton*

1901

*Robert A. V. Vinton*  
NOTARY PUBLIC

NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES 15th day of June, 1902  
ROBERT A. VINTON  
CHIEF CLERK

Property of Cook County Clerk's Office

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STATE OF ILLINOIS )  
                          )SS  
COUNTY OF COOK   )

I, *Ruben R. Vernon*, Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that ROGER A. HOUSEHOLDER and LORENZO K. BRYANT, the general partners of THE YALE LIMITED PARTNERSHIP, an Illinois limited partnership, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Partners appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 3<sup>rd</sup> day of August, 1993.

*Ruben R. Vernon*  
NOTARY PUBLIC

My Commission Expires:

OFFICIAL SEAL RUBEN R. VERNON NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. JULY 29, 1994
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*ELB*  
*RAH*

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STATE OF ILLINOIS

COUNTY OF COOK

Faded text, likely a legal notice or court order, containing names and dates.

*Robert A. [Signature]*

Faded text at the bottom of the main section.

*[Signature]*  
CLERK

OFFICIAL SEAL  
ROBERT A. [Name]  
CLERK OF THE COUNTY OF COOK  
JAN 25 1904

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*[Handwritten notes]*

Property of Cook County Clerk's Office



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STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

I, \_\_\_\_\_ the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Vincent F. Daley, personally known to me to be the same person whose name is as Vice President of Cole Taylor Bank, a state banking corporation, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he/she, being thereunto duly authorized, signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 9th day of September, 1993.

*Carole Dansky*  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: 12-18-95

" OFFIC - SEAL "  
CAROLE DANSKY  
NOTARY PUBLIC, S.A. - ILLINOIS  
MY COMMISSION EXPIRES 12/18/95

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# UNOFFICIAL COPY

STATE OF ILLINOIS

CITY OF COOK

BEFORE ME, the undersigned authority, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

NOTARY PUBLIC  
MY COMMISSION EXPIRES \_\_\_\_\_  
CAROLE DABRY  
OFFICE

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Return to: Theodore Howard  
6326 S. COTTAGE GR.  
CHGO. ILL. 60637

COOK COUNTY, ILLINOIS  
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Illinois Power of Attorney Act Official Statutory Form  
755 ILCS 45/3-3, Effective January, 1993

ILLINOIS STATUTORY SHORT FORM POWER OF ATTORNEY FOR PROPERTY

(NOTICE: THE PURPOSE OF THIS POWER OF ATTORNEY IS TO GIVE THE PERSON YOU DESIGNATE (YOUR "AGENT") BROAD POWERS TO HANDLE YOUR PROPERTY, WHICH MAY INCLUDE POWERS TO PLEDGE, SELL OR OTHERWISE DISPOSE OF ANY REAL OR PERSONAL PROPERTY WITHOUT ADVANCE NOTICE TO YOU OR APPROVAL BY YOU. THIS FORM DOES NOT IMPOSE A DUTY ON YOUR AGENT TO EXERCISE GRANTED POWERS; BUT WHEN POWERS ARE EXERCISED, YOUR AGENT WILL HAVE TO USE DUE CARE TO ACT FOR YOUR BENEFIT AND IN ACCORDANCE WITH THIS FORM AND KEEP A RECORD OF RECEIPTS, DISBURSEMENTS AND SIGNIFICANT ACTIONS TAKEN AS AGENT, A COURT CAN TAKE AWAY THE POWERS OF YOUR AGENT IF IT FINDS THE AGENT IS NOT ACTING PROPERLY. YOU MAY NAME SUCCESSOR AGENTS UNDER THIS FORM BUT NOT CO-AGENTS, UNLESS YOU EXPRESSLY LIMIT THE DURATION OF THIS POWER IN THE MANNER PROVIDED BELOW; UNTIL YOU REVOKE THIS POWER OR A COURT ACTING ON YOUR BEHALF TERMINATES IT, YOUR AGENT MAY EXERCISE THE POWERS GIVEN HERE THROUGHOUT YOUR LIFETIME, EVEN AFTER YOU BECOME DISABLED. THE POWERS YOU GIVE YOUR AGENT ARE EXPLAINED MORE FULLY IN SECTION 3-4 OF THE ILLINOIS "STATUTORY SHORT FORM POWER OF ATTORNEY FOR PROPERTY LAW" OF WHICH THIS FORM IS A PART (SEE THE BACK OF THIS FORM). THAT LAW EXPRESSLY PERMITS THE USE OF ANY DIFFERENT FORM OF POWER OF ATTORNEY YOU MAY DESIRE. IF THERE IS ANYTHING ABOUT THIS FORM THAT YOU DO NOT UNDERSTAND, YOU SHOULD ASK A LAWYER TO EXPLAIN IT TO YOU.)

Power of Attorney made this 4th day of October 1993

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BRENDA GOBOLD, 5301 Ierrex, Bakersfield, CA

(insert name and address of principal)

hereby appoint: ATTY. THEODORE B. HOWARD, 6326 S. Cottage Grove, Chicago, IL. (312) 493-2390

(insert name and address of agent)

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.)

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

In R. E. transaction only.

(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 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):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(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 THE NEXT SENTENCE, 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.

BOX 333

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# UNOFFICIAL COPY

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PLANNING BOARD OF THE CITY OF CHICAGO

Property of Cook County Clerk's Office

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[Faint, mostly illegible text from a document, possibly a report or meeting minutes, covering the majority of the page.]

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(YOUR AGENT WILL BE ENTITLED TO REIMBURSEMENT FOR ALL REASONABLE EXPENSES INCURRED IN ACTING UNDER THIS POWER OF ATTORNEY. STRIKE OUT THE NEXT SENTENCE 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 EITHER (OR BOTH) OF THE FOLLOWING:)

6. ( X ) This power of attorney shall become effective on October 4, 1993

and is to be used only in case of a dire emergency.

(insert a future date or event during your lifetime, such as court determination of your disability, when you want this power to first take effect)

7. ( X ) This power of attorney shall terminate on the date of closing of real estate sale of property

located at 724 E. 72nd St., Chicago, Illinois

(insert a future date or event, such as court determination of your disability, when you want this power to terminate prior to your death)

(IF YOU WISH TO NAME SUCCESSOR AGENTS, INSERT THE NAME(S) AND ADDRESS(ES) OF SUCH SUCCESSOR(S) IN THE FOLLOWING PARAGRAPH.)

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 NAME YOUR AGENT AS GUARDIAN OF YOUR ESTATE, IN THE EVENT A COURT DECIDES THAT ONE SHOULD BE APPOINTED, YOU MAY, BUT ARE NOT REQUIRED TO, DO SO BY RETAINING THE FOLLOWING PARAGRAPH. THE COURT WILL APPOINT YOUR AGENT IF THE COURT FINDS THAT SUCH 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.

Brenda K. Godbold  
Brenda Godbold (principal)

(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 signature of agent (and successors)

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

Atty Theodore B. Howard  
(agent)

\_\_\_\_\_  
(principal)

\_\_\_\_\_  
(successor agent)

\_\_\_\_\_  
(principal)

\_\_\_\_\_  
(successor agent)

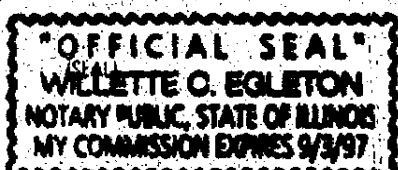
\_\_\_\_\_  
(principal)

(THIS POWER OF ATTORNEY WILL NOT BE EFFECTIVE UNLESS IT IS NOTARIZED, USING THE FORM BELOW.)

State of ILLINOIS )  
County of COOK ) SS.

The undersigned, a notary public in and for the above county and state, certifies that BRENDA GODBOLD known to me to be the same person whose name is subscribed as principal to the foregoing power of attorney, appeared before me 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: Oct. 4, 1993



Willette C. Egleton  
Notary Public

My commission expires \_\_\_\_\_

(THE NAME AND ADDRESS OF THE PERSON PREPARING THIS FORM SHOULD BE INSERTED IF THE AGENT WILL HAVE POWER TO CONVEY ANY INTEREST IN REAL ESTATE.)

This document was prepared by:

ATTY. THEODORE B. HOWARD, 6326 S. Cottage Grove Ave., Chicago, IL, 60637 (312) 493-2390

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