

UNOFFICIAL COPY

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97 JUN 18 09:51

COOK COUNTY
RECORDER
JESSE WHITE
ROLLING MEADOWS

RECORDING 27.00
TAX 0.50
97549471

97 JUN 18 09:51

Durable Power of Attorney

I (We DAVID E. SMYCH, DONNA G. SMITH of DARIEN, IL
do make, constitute and appoint MARK T. SMITH of DOWNERS GROVE, IL
my (our) true and lawful attorney, to act in, manage, and conduct all my (our) estate and all my (our) affairs, in my (our) name, place and
stead as my (our) act and deed, either to do and execute, or to concur with persons jointly interested with me (us) in the doing or
executing of all or any of the following acts, deeds, and things:

To borrow money on such terms as my (our) attorney may choose.

To purchase, sell, lease, convey, assign, pledge, hypothecate, mortgage and warrant, or otherwise deal with any or all real or
personal property in which I (we) may have an interest, for such purposes and upon such terms and in such form as my
(our) attorney may choose, including, but not limited to, property located in the TOWN OF NILES
COOK County, State of ILLINOIS, described as:

LEGAL DESCRIPTION RIDER ATTACHED

Commonly known as: 6660 WOODRIVER #109 NILES, IL 60714
Tax Identification Number: 10-30-200-034-1009 including all lands and interests therein contiguous or
appurtenant to land owned or claimed by me (us), whether or not specifically described above.

To make, execute, acknowledge and deliver under seal or otherwise any contract, agreement, bond, note, mortgage, deed of trust,
deed, assignment, pledge, security agreement, power, guaranty, application for credit, application for insurance,
statement, tax form, affidavit, disclosure, consent, amendment, election, vote, waiver, escrow agreement, endorsement, certification,
promise, receipt, acknowledgment, instruction, order form, commitment, accounting, notification, letter, rider, addendum, authorization,
appointment, power of attorney, stipulation, disclaimer, accord and satisfaction, settlement statement, settlement agreement, closing
statement, closing instruction, disbursement authorization, listing agreement, subordination agreement, release discharge, questionnaire,
proprietary certificate, request, document, form required by any federal, state or local law, regulation or ordinance, or other instruments
which said attorney may deem necessary;

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To make, draw, sign, endorse, accept or otherwise place my (our) name or signature upon any checks, notes, drafts or other instruments;

And to receive and collect and to give acquittances for all sums of money at any time due me (us).

GIVING and Granting unto my (our) named attorney full power and authority to do and perform all and every act, deed, matter and thing whatsoever, in and about my (our) estate, property, and affairs as fully and effectually in all intents and purposes as I (we) might or could do in my (our) own proper person if personally present, the above specifically enumerated powers being in aid and exemplification of the full, complete, and general power herein granted and not in limitation or definition thereof; and hereby ratifying all that my (our) said attorney shall lawfully do or cause to be done by virtue of this document.

And I (we) hereby declare that any act or thing lawfully done hereunder by my (our) said attorney shall be binding on me (us) and my (our) heirs, conservators, guardians, trustees, legal and personal representative, and assigns, whether the same shall have been done before or after my (our) death, or other revocations of this instrument, unless and until reliable intelligence or notice thereof shall have been received by my (our) said attorney.

This appointment being executed by me (us) shall cover my (our) jointly and severally owned property, property owned by me (us) in the entireties or as community property, and property owned by a trustee for my (our) benefit.

This power of attorney shall expire and terminate on JUNE 30, 1997.

This power of attorney shall not be affected by my disability (or the disability of either or both of us).

In Witness Whereof, I (we) have set my (our) hand and seal this 14TH day of

JUNE, 1997

Witnesses:

John Ross
Mrs. D. Wolf

SIGNATURE
David E. Smith
Bonnie D. Smith

STATE OF Illinois)

County of DeWitt) SS.

The foregoing instrument was acknowledged before me this day of

June 14, 1997

by Barbara McKenna



Notary Public Barbara R. McKenna

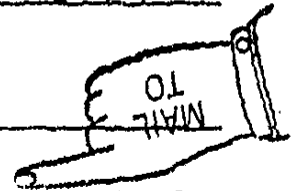
State of Illinois

County of DeWitt

My Commission Expires: 10-13-99

This instrument drafted by:
Thomas J. Tate (P21275)
P.O. Box 331789
Detroit, Michigan 48232-7789

When recorded return to:
FNBC NBD MORTGAGE CO.
900 TOWERS ROAD
TROY, MICHIGAN 48098



(Blank lines completed by: _____)

Please Type

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DAVID E. & DONNA G. SMITH

033 CHESTNUT LANE • DARIEN, ILLINOIS 60581 • Telephone (830) 971-0041

July 2, 1997

TO WHOM IT MAY CONCERN:

This document is to serve as an extension of our previously signed power of attorney to Mark Timothy Smith through July 30, 1997. If there are any questions about this matter please contact us at our summer home in Wisconsin.

David E. and Donna G. Smith
W 5758 Sand Lane
Tomahawk, WI 54487

1-715-453-4936

David E. Smith

David E. Smith

date 7/2/97

Donna G. Smith

Donna G. Smith

date 7/2/97

SUBSCRIBED BEFORE ME THIS 2nd day of July, 1997
My commission expires May 11, 2001

Notary

Kenneth G. Overton
notary public

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LEGAL DESCRIPTION

0180950

UNIT 109A AS DELINEATED ON A PLAT OF SURVEY OF A PORTION OF THE NORTH 1/2 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE VILLAGE OF NILES, COOK COUNTY, ILLINOI WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT C TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR WOOD RIVER CONDOMINIUMS MADE BY GRANTOR RECORDED IN COOK COUNTY, ILLINOIS AS DOCUMENT NO. 25031661 (THE DECLARATION); TOGETHER WITH THE UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS APPURTENANTS TO SAID UNITS AS SET FORTH IN EXHIBIT D TO THE DECLARATION D MAY BE AMENDED BY AN AMENDMENT TO THE DECLARATION (AMENDMENT) WHICH MAY FROM TIME TO TIME BE RECORDED PURSUANT TO THE POWER RESERVED BY GRANTOR IN ARTICLE EIGHT OF THE DECLARATION WHICH UNDIVIDED PERCENTAGE INTEREST SHALL AUTOMATICALLY CHANGE AS PROVIDED IN AN AMENDMENT AND TOGETHER WITH ADDITION COMMON ELEMENTS AS MAY BE ADDED OF ANNEXED BY SUCH AMENDMENT IN THE PERCENTAGES SET FORTH IN SUCH AMENDMENT, WHICH ADDITIONAL COMMON ELEMENT SHALL AUTOMATICALLY BE DEEMED TO BE CONVEYED EFFECTIVE UPON THE RECORDING OF SUCH AMENDMENT THE SAME AS THOUGH CONVEYED HEREBY.

ALSO

RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENT FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE AFOREMENTIONED DECLARATION AS AMENDED AND THE RIGHTS AND EASEMENTS SET FORTH IN SAID DECLARATION FOR THE BENEFIT OF THE REMAINING PROPERTY DESCRIBED HEREIN.

PERMANENT INDEX NO.: 10-30-200-034-1009

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