

POWER OF ATTORNEY  
GIVEN BY

ROBERTO PADILLA



I Roberto Padilla of  
Chicago, Illinois (the "Grantor")  
do hereby appoint Octavio Lopez  
of Chicago, Illinois  
(the "Grantee")

my true and lawful Attorney-In-Fact and in my name, place and stead to exercise all or any of the following powers, as defined in Par. 11, upon such terms and conditions as my Attorney, in his sole discretion, deems appropriate, but subject to any limitations on, or additions to the specified powers inserted in paragraph 1 or 2 below:

1. Limitations. The powers granted shall not include the following powers or shall be modified or limited in the following particulars:

ALL POWERS GRANTED ARE LIMITED TO TRANSACTIONS INVOLVING THE EXECUTION OF A PROMISSORY NOTE, MORTGAGE AND OTHER RELATED INSTRUMENTS AND/OR DOCUMENTS FOR THE REAL ESTATE COMMONLY KNOWN AS 3640 S. Highland, Berwyn, IL

2. Additional Powers. In addition to the powers granted, I grant my agent the following powers: NONE

3. Delegation of Powers. 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.

4. Income Tax Implications. Any authority granted to my Attorney shall be limited so as to prevent this power of attorney from causing my Attorney to be taxed on my income and from causing my Attorney to be treated as having a general power of appointment (as that term is defined in Section 2041 of the Internal Revenue Code) over any part or all of my estate.

5. Ratification. I hereby ratify and confirm all that my Attorney shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers granted herein.

6. Indemnification. I hereby bind myself to indemnify my Attorney against any and all claims, demands, losses, damages, actions and causes of action, including expenses, costs and reasonable attorney's fees which my Attorney, at any time may sustain or incur in connection with carrying out the authority granted my Attorney by this power of attorney.

7. Revocation. This power of attorney may be revoked, only by my written revocation entered of record in the office of the County Recorder of Cook County, Illinois. Any such revocation must be signed and acknowledged before a Notary Public or other similar official authorized to administer oaths.

8. Reliance. My death or disability shall not revoke or terminate this agency as to the attorney, agent or other person, who without actual knowledge of my death or disability, acts in good faith under this power of attorney. Any

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action so taken, unless otherwise invalid or unenforceable, shall be binding upon me and my heirs, devisees, and personal representatives. An affidavit, executed by my Attorney, or any successor appointed by him/her, in the manner provided for in this instrument, stating that my Attorney did not have, at the time of doing an act pursuant to this power of attorney actual knowledge of the revocation or termination of this power of attorney, is, in the absence of fraud, conclusive proof of the nonrevocation or termination of the power of that time.

9. Triggering Event: This power of attorney shall be effective immediately upon the execution of the Grantor, for the purposes stated herein.

10. No Duty to Act. My Attorney shall not be liable for failing to exercise any of the authority given my Attorney by this power of attorney unless such failure shall be the result of willful misconduct.

## 11. POWERS GRANTED:

- a. Authority to Manage and Sell. To manage, control, lease, mortgage, encumber, transfer, sell, convey, exchange or otherwise dispose of any or all property or interest or estate in property to which I am now or may hereafter become entitled, which regardless of the nature of such property, whether real, personal or mixed and regardless of the character or extent of my interest or estate therein, and for the purpose of the foregoing to execute, acknowledge and deliver in my name any and all instruments of conveyance, deeds of trust, or assignments in such form and with such warranties and covenants as my Attorney, in his sole discretion, deems appropriate;
- b. Authority to Contract. To contract, agree for, purchase, receive and take any property or interest or estate in property, whether real personal or mixed, and to accept possession of the same;
- c. Options and Elections. To grant, sell, transfer, exchange, purchase, acquire or exercise any option, election, privilege or power in respect of any property, whether real, personal or mixed;
- d. Authority to Sign Documents. To sign, seal, execute, deliver, and acknowledge deeds, leases, mortgages, security agreements, financing statements, hypothecations, bills, bonds, notes, contracts, agreements, receipts, evidences of debts, releases and satisfaction of deeds of trust or mortgages, judgments and other debts and such other instruments in writing of whatever kind and nature;
- e. Bank Accounts. To deposit in my name and for my account, in any banking institution, building and loan association, savings and loan association, or credit union or credit association, all monies, bills or exchange, drafts, checks, promissory notes, and other securities for money payable or belonging to me, and for that purpose to sign my name and endorse the same for deposit or collection, and from time to time to withdraw any and all monies deposited with any of the foregoing, and for that purpose to draw checks or sign other instruments in my name;
- f. Sign Checks. To sign in my name any check, draft, note or other negotiable or non-negotiable commercial instrument which I might lawfully sign in person, whether as maker, drawer or endorser;

- g. **Collection.** To ask, demand, sue for, recover, collect and receive all sums of money, debts, dues, accounts, legacies, bequests, interest, dividends, annuities, employee benefits, insurance benefits and demands whatever (including any insurance claims for damage to any real and/or personal property at 3 East 36th Place, New Chicago, Indiana) as are now or shall hereafter become due, owing, payable or belonging to me and to have, use and take all lawful ways and means in my name or otherwise for the recovery thereof, by legal proceedings, or otherwise, and to compromise, adjust, arbitrate, defend, abandon or otherwise deal with and settle claims and in connection therewith to give full discharges and releases from the same;
- h. **General Authority.** To do all such other acts and things in relation to all or any part of any interest in my property, estate, affairs or business of any kind or description as I myself might or could do if acting personally, including acting as my Health Care Representative in all matters affecting my health care in the event that I should become incapable of giving my own personal consent to health care.

I, ROBERTO PADILLA am fully informed as to all the contents of this form and understand the full import of this grant of powers to my Attorney.

ROBERTO PADILLA  
ROBERTO PADILLA, Grantor

### ACKNOWLEDGMENT

STATE OF ILLINOIS            )  
  ) SS:  
COUNTY OF COOK            )

The undersigned, a notary public in and for the above county and state, certifies that **ROBERTO PADILLA**, 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.

Dated: 10-19-98



[Signature]  
Notary Public

This Document Was Prepared By: Law Office of James Kottaras, P.C., 180 W. Washington, Chicago, IL 60602

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File # 1543667D - Legal Addendum

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LEGAL:

LOT 1 IN RESUBDIVISION OF LOT 5 IN SUBDIVISION OF THE  
SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF  
SECTION 32, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS: 3640 S HIGHLAND AVE  
BERWYN, IL 60402

PIN: 16-32-309-023-0000

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