

1091037

ILLINOIS DURABLE
POWER OF
ATTORNEY FOR
PROPERTY



MAYOR GARR AND
DE MAERTELAERE LTD
50 TURNER AVENUE
FLK GROVE VILLAGE IL 60007

(4)

RECORDER'S STAMP

POWER OF ATTORNEY made this 5 day of MARCH, 1998.

1. I (we), Darrell T. Jones, a bachelor, hereby appoint LEM D. GARR OR RAY J. DE MAERTELAERE of the Law Firm of GARR & DE MAERTELAERE, LTD., CENDANT MOBILITY SERVICES CORPORATION, a Delaware Corporation's AUTHORIZED REPRESENTATIVE, OR a duly authorized OFFICER OF CENDANT MOBILITY SERVICES CORPORATION, a Delaware Corporation, as our attorney-in-fact (our "Agent") to act for us and in our name (in any way we could act in person) with respect to transactions relating to Real Property commonly known as 677 Cumberland Trail, #B1, Roselle, Illinois 60172, (the "Property") and legally described as:

[SEE EXHIBIT "A", ATTACHED HERETO]

2. I (we) grant our agent the following specific powers with respect to the Property:

(a) to make, execute and deliver any deed, mortgage or lease, whether with or without covenants or warranties, relating to the Property, to insert the name or names of the grantees who will purchase the property and to make any and all necessary changes or additions to any such deed, mortgage or lease;

(b) to execute a listing and/or sale agreement for the Property;

(c) to enter upon and take possession of the premises, including, but not limited to, any buildings or other structures located on the Property;

(d) to obtain insurance of any kind, nature or description whatsoever on any of the Property and/or in connection with the management, use or occupation thereof and/or on any personal property belonging to me (us) on such Property and/or relating to the rents, issues and profits arising therefrom, and to make, execute and file claims and/or proof(s) of all loss(es) sustained or claimable thereunder, and all other related instruments, and to make, execute and deliver receipts, releases or other discharges therefor, under seal or otherwise;

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(e) to demand, sue for, collect, recover and receive all goods, claims, debts, monies, interests and demands whatsoever now due, or that may hereafter be due or belong to me (us) (including the right to institute any action, suit or legal proceeding at law or in equity for the recovery of any such Property or any portion thereof which I (we) may be entitled to possess), and to make, execute and deliver receipts, releases or other discharges therefor, under seal or otherwise;

(f) to defend, settle, adjust, submit to arbitration and compromise all actions, suits, accounts, claims and demands whatsoever with respect to the Property which now are, or hereafter may be, pending between me (us) and any person, firm, association, corporation or other entity in such manner and in all respects as my (our) attorney shall think fit;

(g) to hire accountants, attorneys at law, clerks, inspectors, appraisers, brokers, workmen and others, and to remove them, and to pay and allow to the persons so employed such salaries, wages or other remuneration as my (our) attorney shall think fit with respect to the Property;

(h) to constitute and appoint one or more attorneys for me (us) with full power of revocation; and

(i) without in any way limiting the foregoing, generally to do all other things reasonably necessary to maintain the Property and ultimately to convey it, or to lease said Property if necessary or do any other necessary act relating to the Property.

3. I (we) specifically authorize our agent to direct the title insurance company, if any, involved in any sale transaction relating to the Property to pay proceeds to the Law Firm of GARR & DE MAERTELAERE, LTD., and, moreover, I (we) specifically assign and set over unto Cendant Mobility Services Corporation, a Delaware Corporation all of my/our right, title and interest in and to any mortgage escrow/impound fund account with any lender with which we may have or had a mortgage, any mortgage payments made by Cendant Mobility Services Corporation, a Delaware Corporation on my/our behalf, and any future refund or adjustment payments. By reason of the foregoing, Cendant Mobility Services Corporation, a Delaware Corporation is the real party in interest as seller of the Property for all purposes, including, but not limited to any federal, state or local tax and information reporting requirements.

I (we) do hereby ratify and confirm all acts whatsoever that my (our) attorney shall do or cause to be done relating to the Property by virtue of this Power of Attorney. To induce any third party to act hereunder, I (we) hereby agree that any third party receiving a duly executed copy or facsimile of this instrument may act hereunder, and that revocation or termination hereof shall be ineffective as to such third party unless and until actual notice or knowledge of such revocation or termination shall have been received by such third party, and I (we), for myself (ourselves) and for my (our) heirs, executors, legal representatives and assigns, hereby agree to indemnify and hold harmless any such third party from and against any and all claims that may arise against such third party by reason of such third party having relied upon the provisions of this Power of Attorney.

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4. My (our) 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 our Agent may select, but such delegation may be amended or revoked by any Agent (including any successor) named by us who is acting under this Power of Attorney at the time of reference.

5. (x) This Power of Attorney shall become effective upon my (our) signing of the same.

6. I (we) are fully informed as to all the contents of this form and understand the full import of this grant of powers to our Agent.

Signed: Darrell T. Jones
Darrell T. Jones

Signed: _____

(THIS POWER OF ATTORNEY WILL NOT BE EFFECTIVE UNLESS IT IS NOTARIZED.)

State of Ohio)
) SS
County of Cuyahoga)

The undersigned, a Notary Public in and for the above County and State, certifies that Darrell T. Jones, a bachelor, known to me to be the same person(s) whose name(s) is/are subscribed as Principal(s) 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(s), for the uses and purposes therein set forth.

Dated: March 5, 1998.

Charles A. Gearhart
Notary Public

My commission expires: _____ CHARLES A. GEARHART, NOTARY PUBLIC

STATE OF OHIO
This document was prepared by: MY COMMISSION EXPIRES SEPT. 5, 1998

GARR & DE MAERTELAERE, LTD.
Attorneys at Law
50 Turner Avenue
Elk Grove Village, Illinois 60007
(847) 593-8777

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EXHIBIT A

Parcel 1: Unit No. 21-BB-1, as delineated on the survey of the following described real estate (hereinafter referred to as "parcel"):

That part of Lot 3 in Cross Creek, being a subdivision of the Northwest Quarter of the Southeast Quarter of Section 35, Township 41 North, Range 10, East of the Third Principal Meridian according to the plat thereof recorded February 7, 1979 as Document 24835738 bounded by a line described as follows: beginning at a point 383.75 feet North, as measured along the East line thereof, and 42.67 feet West, as measured at right angles to said East line, of the Southeast corner of said Lot 3; thence North 89 Degrees 48 Minutes 49 Seconds West along said line drawn at right angles, 72.33 feet; thence North 00 Degrees 11 Minutes 11 Seconds East, 152.42 feet thence South 89 Degrees 48 Minutes 49 Seconds East, 72.33 feet; thence South 00 Degrees 11 Minutes 11 Seconds West, 152.42 feet; to the place of beginning, Cook County, Illinois, which survey is attached as Exhibit "B" to Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for Cross Creek Condominium Building No. 21 made by First Bank of Oak Park as Trustee under Trust Agreement dated October 2, 1980 and known as Trust No. 12058, and recorded in the Office of the Cook County Recorder of Deeds as Document No. 11.38, together with an undivided 26.315288% interest in said parcel (excepting from said parcel all the units thereof as defined and set forth in said Declaration of Condominium Ownership and survey).

Parcel 2: Grantor also hereby grants to 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 Covenants, Conditions, Restrictions and Easements for the Cross Creek Homeowner's Association dated the first day of September, 1979, and recorded in the Office of the Recorder of Deeds, Cook County, Illinois, as Document No. 25155624, which is incorporated herein by reference thereto. Grantor reserves to itself, its successors and assigns, as easement appurtenant to the remaining property described in said declaration, the easements thereby created for the benefit of said remaining property and this conveyance is subject to the said easements and the rights of the Grantor to grant said easements in the conveyance and mortgages of said remaining property or any of them.

Permanent Index Number: 07-35-400-049-1087

Common Address: 677 Cumberland Trail, #B1, Roselle, Illinois 60172

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