

# UNOFFICIAL COPY

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ILLINOIS DEPARTMENT  
PUBLIC ACT  
EXECUTIVE ORDER  
PROPERTY



STATE OF ILLINOIS  
NOTARIAL SEAL  
OF THE STATE OF ILLINOIS  
FOR USE IN THE STATE OF ILLINOIS.

RECEIVED IN THE

POWER OF ATTORNEY MADE THIS 3<sup>rd</sup> day of NOVEMBER , 1998.

I, I (we), Marvin H. Gutsche and Kimberly A. Gutsche, live with in joint tenancy, hereby appoint LEE D. CHIKICHEKOV AS OUR POWER OF ATTORNEY, ON THE LAW FIRM OF CHIKICHEKOV & CO., MILLERHENKE, LTD. & CO. PROPERTY SERVICES INC., A DELAWARE CORPORATION'S AUTHORIZED REPRESENTATIVE, OR THE A MARY AUTHORIZED OFFICER OF THIS PROPERTY SERVICES, LTD., A DELAWARE CORPORATION, AS OUR ATTORNEY-IN-FACT AND AGENT TO DO ALL THINGS NECESSARY IN OUR NAME (IN ANY WAY WE SOUGHT ACT IN THE PRESENCE OF THE CONCERNED) IN TRANSACTIONS RELATING TO REAL PROPERTY COMMONLY KNOWN AS 1000 CEDAR DRIVE, STREAMWOOD, ILLINOIS 60187, HEREINAFTER REFERRED TO AS THE PROPERTY OR DESCRIBED AS:

WNA CENDANT MORTGAGE SERVICES  
C/O EXHIBIT "H", BIRMINGHAM, ALABAMA

AS I (WE) GRANT OUR AGENT THE FOLLOWING SPECIFIC POWERS WITH RESPECT TO THE PROPERTY:

(a) TO MAKE, EXECUTE AND DELIVER ANY DEED, ASSIGNMENT OR LEASE, WHETHER WITH OR WITHOUT COVENANTS OR WARRANTIES, PERTAINING TO THE PROPERTY, TO INSERT THE NAME OR NAMES OF THE GRANTEE(S) WHO WILL PURCHASE THE PROPERTY AND TO MAKE ANY AND ALL NECESSARY CHANGES OR ADDITIONS TO ANY SUCH DEED, ASSIGNMENT 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 PERTAINING TO THE SAME, ISSUES AND PROFITS ARISING THEREFROM, AND TO MAKE, EXECUTE AND FILE CLAIMS AND/OR PROOF(S) OF ALL LOSSES SUSTAINED OR INCURRED THEREUNDER, AND ALL OTHER RELATED INSTRUMENTS, AND TO MAKE, EXECUTE AND DELIVER RECEIPTS, RELEASES OR OTHER DISCHARGES THEREFOR, OTHER AND IN OTHERWISE;

ATGF, INC

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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 (as I 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 (we) 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, experts, appraisers, brokers, workmen and others, and to remove them and pay and allow to the persons so employed such salaries, wages or other remuneration as my (our) attorney shall deem 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 UNK & DE MELLO PLLC LTD., and, moreover, I (we) specifically assign and set over unto HHS Mobility Services, Inc., a Delaware Corporation, all of my (our) title and interest in and to any mortgage escrow, trust account with any lender with which we may have or had a mortgage, any mortgage payments made by HHS Mobility Services, Inc., a Delaware Corporation, on my/our behalf, and any future refund or adjustment payments by reason of the foregoing, HHS Mobility Services, Inc., a Delaware Corporation, 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 in virtue of this Power of Attorney. To enhance any third party's reliance hereunder, I (we) hereby agree that any third party receiving a duly executed copy or facsimile of this instrument may act thereupon, and that revocation or termination hereof shall be ineffective as to such third party unless and until actual notice of 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, including decision-making to any person or persons whom our Agent may choose, the such delegation may be amended or revoked by any Agent or his/her successors named by us who is acting under this power of attorney at the time of reference.

5. THE POWER OF ATTORNEY SHALL BECOME EFFECTIVE  
UPON MY DEATH OR SIGNING OF THE SAME.

b. I HEREBY AGREE FULLY INFORMED AS TO ALL THE CONSEQUENTS OF THIS FORM AND UNDERSTAND THE FULL IMPORT OF THIS GRANT OF POWERS TO OUR HOSPITAL.

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2100803

Rutherford J. Guscione

CHIEF POWER OF ATTORNEY WILL NOT BE ILLUMINATED UNLESS IT IS INDIVIDUALLY

State of Illinois

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County of Kobye

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The undersigned, a Notary Public in and for the above-named State, certifies that Martin H. Dutcher and Jennifer A. Dutcher, his wife in joint tenancy, known to me to be the same persons whose names are subscribed as Principals to the foregoing instrument, Attorney, appeared before me in person and acknowledged signature and delivering the instrument as the free and voluntary act of the Principals, for the uses and purposes therein set forth.

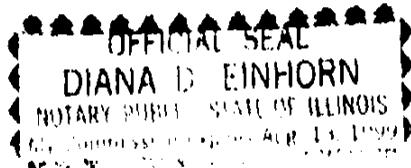
DATEUS NOVEMBER 2002

1917  
Sarah A. E.  
1918-1919

MY COMMISSION EXPIRES 8-13-92

This document was prepared by

UHHL & DE MENTELHEK, LTD.  
Attorneys at Law  
500 Turner Avenue  
Elk Grove Village, Illinois 60007  
(847) 594-8777



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## LAWRENCE H.

Lot 31B in Woodland Heights Unit 1, being a subdivision in Sections 23 and 24, Township 41 North, Range 9, East of the Third Principal Meridian, according to the plat thereof recorded in the Recorder's Office on March 8, 1963 as Document Number 1873746, in Cook County, Illinois.

Permanent Index Number: 06-00000104

Common Address: 720 WILLOW DRIVE, STREAMWOOD, ILLINOIS 60186

Property of Cook County Clerk's Office