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Cook County Recorder

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Return to: Philip A. Nicolosi & Assoc. 190 Buckley Drive Rockford in 61107

Seller: MARGOLIS

Order No.: 881023/67206798

Data ID: 17761

IRREVOCABLE LIMITED POWER OF ATTORNEY

THAT the undersigned, LAWRENCE A. MARGOLIS and MARILYN J. MARGOLIS, 2819 LINCOLN STREET, EVANSTON, ILLINOIS 63201 ("Seller" whether one or more), makes, constitutes and appoints Prudential Residential Services, Limited Partnership, 1300 Parkwood Circle, Suite 200, Atlanta, Georgia 30339 ("Attorney-in-Fact"), Seller's true and lawful Attorney-in-Fact for Seller and in Seller's name, place and stead, to do any and all things necessary of desirable in connection with the sale and conveyance of the following described property and any improvements and fixtures located thereon (the "Property"), located in Cook County, Illinois, commonly known as:

2819 LINCOLN STREET, EVANSTON, ILLINOIS 50291, and being more particularly described as follows:

THE WEST 40 FEET OF LOT 3 AND ALL OF LOT 4 IN DETT'S FIRST ADDITION TO LINCOLNWOOD, BEING A SUBDIVISION OF THE NORT. I 462 FEET OF THE NORTH 1/2 OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 AND THE NORTH 462 FEET OF THE EAST 3 ACRES OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The powers conferred by this Limited Power of Attorney are limited to the Property and shall include, but not be limited to, the following:

1. To enter into a contract of sale or exchange (the "Contract") covering the Property at such price and upon such terms as Attorney-in-Fact deems necessary or desirable, and to amend, modify, extend or terminate the Contract as Attorney-in-Fact deems necessary or desirable.

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2. To attend the closing of the Contract on Seller's behalf, and to complete, sign, execute, seal, acknowledge and deliver a warranty deed, bill of sale, closing statement, property disclosure statement, tax and utility notices and disclosures, escrow agreement and such other instruments and documents as the title company, any lender or any other interested parties might require or that might be required by law in connection with the sale and conveyance of the Property or the closing of the Contract.

- 3. To pay, settle, compromise and deliver, and to ask, demand, sue for, recover, collect and receive all sums of money, debts and demands of whatever kind which have or may become due and owing by Seller or to Seller, arising out of such sale of the Property or the closing of the Contract, and to release, assign, satisfy and enforce by litigation, court action or otherwise any mortgage, deed of trust, encumbrance, lien or other claim that exists or is claimed to exist with respect to the Property, or otherwise settle any dispute and compromise any and all claims in connection with title to the Property as Attorney-in-Fact may deem necessary or desirable.
- 4. To exchange the Property for such other real or personal property as Attorney-in-Fact shall deem necessary or desirable, or in satisfaction of any debt owed by Seller, and to execute and deliver the necessary instruments of transfer and conveyance necessary or desirable to consummate such exchange.
- 5. To lease, let, mortgage, convey in trust and hypothecate the Property upon such terms and conditions and under such covenants 2. Attorney-in-Fact shall deem necessary or desirable, and to execute and deliver subordination a greements subordinating any lien, encumbrance or right in the Property.
- 6. To take such other actions in connection with the Property as Attorney-in-Fact may deem necessary or desirable.

Seller hereby revokes any and all powers of attorney heretofole made by Seller authorizing any person or entity to do any act relative to the Property or any part thereof

Seller hereby gives and grants to Attorney-in-Fact full power and authority to do and perform all and every act and thing whatsoever requisite, necessary and proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as Seller might or could do if personally present, hereby ratifying and confirming all that Attorney-in-Fact shall lawfully do or cause to be done by virtue of this Limited Power of Attorney and the rights and powers granted by it.

Seller further gives to Attorney-in-Fact full power and authority to appoint a substitute α perform any of the acts that Attorney-in-Fact is empowered to perform by this Limited Power of Attorney, with the right to revoke such appointment of such substitute at the pleasure of Attorney-in-Fact.

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Attorney-in-Fact shall not be obligated to furnish bond or other security and Seller agrees that any third party that receives a copy or otherwise has knowledge of this Limited Power of Attorney may act in reliance upon it. Seller further agrees to indemnify and hold harmless any third party, and give to Attorney-in-Fact full power and authority to indemnify and hold harmless any third party, for any claims that arise because of reliance upon this Limited Power of Attorney.

This Limited Power of Attorney is a durable power of attorney coupled with an interest and is being executed and delivered in connection with an agreement Seller has entered into with Attorney-in-Fact regarding the sale of the Property. This Limited Power of Attorney shall be effective immediately upon execution and shall continue and shall not be affected by Seller's death, disability, divorce, incompetency or incapacity

IN WITNESS WIFREQF, the undersigned have executed this Irrevocable Limited Power of Attorney	
this 28 day of 224, 19 95.	
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Auth ander-	Jaurena / Mystall
Witness' Signature Christy Anderson	LAWRENCE A. MARGOLIS—Seller
Witness Printed Name:	
Cardace Campuni -	
Witness' Signature CANDACE CAMPR. N.	
Witness' Printed Name.	
The Children Co.	Marilyn J. Margolis (Seal) MARILYN J. MARGOLIS—Seller
JANUA COLOR DE LA	MARILYN J. MARGOLIS—Seller
Witness' Signature Christy Anderson Witness' Printed Name:	4
withess villed Name.	Dieg Ced Du
Landin Cumpuni	Dramas Francis
Witness' Signature CANDACE CAMBRINI	Jay A. La voll, Esquire
Witness' Printed Name:	1001011: (0)00000
	Dallas, TX 15231
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[Acknowledgments Continued]	
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Seller: MARGOLIS

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Georgia STATE OF COUNTY OF Gwinnett

Witness my hand and official seal,

Notary Public

Notary Public, Gwinnett County, Georgia,

My commission expires My Commission Expires April 21, 2000

STATE OF COUNTY OF

The foregoing instrument was acknowledged before me this 19 99, by MARILYN J. MARGOLIS

Witness my hand and official seal,

Notary Public

My commission expires_

Notary Public, Gwinnett County, Georgia

My Commission Expires April 21, 2000

Seller: MARGOLIS

Order No.: 881023/67266098

Data ID: 17761

STATE OF Georgia COUNTY OF GWINNETT

__ day of _

Witness my hand and official seal

Notary Public

Notary Public, Gwinnett County, Georgia

My commission expires My Commission Expires April 21, 2000

STATE OF 6-6 COUNTY OF Ju

The foregoing instrument was acknowledged before me this 28 19<u>99</u>, by MARILYN J. MARGOLIS

Witness my hand and official seal,

Notary Public

Notary Public, Gwinnett County, Georgia

My commission expires My Commission Expires April 21, 2009

Seller: MARGOLIS Order No.: 881023/67266098 UNOFFICIAL COPY Page 6 of Data ID:

EXHIBIT "A"

THE WEST 40 FEET OF LOT 3 AND ALL OF LOT 4 IN BETT'S FIRST ADDITION TO LINCOLNWOOD, BEING A SUBDIVISION OF THE NORTH 462 FEET OF THE NORTH 1/2 OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 AND THE NORTH 462 FEET OF THE EAST 3 ACRES OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clark's Office