

Prepared by, recording requested by and  
return to:

Name:

Company:

Address:

City:

State:

Zip:

Phone:

Fax:

-----Above this Line for Official Use Only-----

The information above is provided in the event this form is to be recorded.

### LIMITED POWER OF ATTORNEY

STATE OF ILLINOIS

COUNTY OF \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENT, THAT I \_\_\_\_\_,  
whose address is \_\_\_\_\_, \_\_\_\_\_ (City),  
\_\_\_\_\_ (State), \_\_\_\_\_ (Zip), "Principal", have made, constituted and  
appointed, and by these presents do make, constitute and appoint,  
\_\_\_\_\_ my true and lawful attorney in fact to act with the following  
limited powers, to wit:

*Insert powers here. See examples at the end of this form*

FURTHER, I do authorize my aforesaid attorney-in-fact to execute, acknowledge and deliver any instrument under seal or otherwise, and to do all things necessary to carry out the intent hereof, hereby granting unto my said attorney-in-fact full power and authority to act in and concerning the premises as fully and effectually as I may do if personally present, limited, however, to the purpose for which this limited power of attorney is executed.

PROVIDED, however, that all business transacted hereunder for me or for my account shall be transacted in my name, and that all endorsements and instruments executed by my said attorney-in-fact for the purpose of carrying out the foregoing powers shall contain my name, followed by that of my said attorney and the designation "attorney-in-fact".

I further declare that any act or thing lawfully done hereunder and within the powers herein stated by my said attorney shall be binding on myself and my heirs, legal and personal representatives and assigns, whether the same shall have been done either before or after my death, or other revocation of this instrument, unless and until reliable intelligence or notice thereof shall have been received by my said attorney.

This Power of Attorney shall be:

- ( ) Non-Durable.  
( ) Durable and shall not be affected by any subsequent disability or incompetence.

Third parties may rely upon the representations of the agents as to all matters relating to any power granted to them hereunder, and no person who may act in reliance upon the representations of the agent or the authority granted to it shall incur any liability to the principal or his estate as result of permitting the agent to exercise any power.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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**PRINCIPAL**

ATTESTATION

The hereinafter named Witnesses, each declare under penalty of perjury under the laws of the State of Illinois, that the principal is personally known to us, that the principal signed and acknowledged this limited power of attorney in our presence, that the principal appears to be of sound mind and under no duress, fraud or undue influence, that we are not the person appointed as attorney-in-fact by this document and that we witnessed this power of attorney in the presence of the principal. We are not related to the principal by blood, marriage or adoption, and to the best of our knowledge, are not entitled to any part of the estate of the principal upon the death of the principal under a will now existing or by operation of law.

WITNESSES:

WITNESSES:

\_\_\_\_\_  
Signature  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_

\_\_\_\_\_  
Signature  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_

Zip: \_\_\_\_\_

Zip: \_\_\_\_\_

STATE OF ILLINOIS

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ by \_\_\_\_\_ (name of person acknowledged.)

(SEAL)

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

Principal Name and Address	Attorney-in-Fact Name and Address
Name:	Name:
Address:	Address:
City:	City:
State:                      Zip:	State:                      Zip:
Phone:	Phone:

NOTICE: THESE ARE SAMPLE POWERS.

Collection of Debts. To demand, collect, recover, sue for, receive and give receipt or release for any monies, debts, dividends, interests, royalties, legacies, annuities, demands, discounts, income, rents, profits, securities or other property of any sort, now or hereafter due or becoming due to me or to which I may be or hereafter become entitled.

Endorsements.

- a)                      To endorse and negotiate for any and all purposes all promissory notes, bills of exchange, checks, drafts or other negotiable or

- non-negotiable paper payable to me or to my order;
- b) To endorse for transfer all certificates of stock, bond or other securities;
  - c) To endorse and cash United States Savings Bonds and notes.

Executing Government Vouchers. To execute vouchers in my behalf for any and all allowances, compensation and reimbursements properly payable to me by the Government of the United States or any agency or department thereof.

Depositing Money and Other Property. To deposit in my attorney's or my name, or jointly in both our names, in any banking institution, funds or property, and to withdraw any part or all of my deposits at any time made by me in my behalf.

Borrowing Money. To borrow money in my name when deemed necessary to my said attorney upon such terms as to my said attorney appear proper and to execute such instruments as may be requisite for such purpose.

Acquisition of Property. To buy, receive, lease, accept or otherwise acquire in my name and for my account property, real, personal or mixed, upon such terms, considerations and conditions as my said attorney shall think proper.

Recovering Possession of Property. To eject, remove or relieve tenants or other persons from, and recover possession of, any property, real, personal or mixed in which I now or hereafter may have an interest.

Litigation. To institute, maintain, defend, compromise, arbitrate or otherwise dispose of, any and all actions, suits, attachments or other legal proceedings for or against me.

Tax Returns. To prepare and execute any tax returns, including, but not limited to, Federal income tax returns, State income tax returns, Social Security tax returns, and Federal and State information and estimated returns; to execute any claims for refund, protests, applications for abatement, petitions to the United States Board of Tax Appeals or any other Board or Court, Federal or State, consents and waivers to determination and assessment of taxes and consents and waivers agreeing to a later determination and assessment of taxes than is provided by statute of limitations; to receive and endorse and collect any checks in settlement of any refund of taxes; to examine and to request and receive copies of any tax returns, reports and other information from the United States Treasury Department or any other taxing authority, Federal or State, in connection with any of the foregoing matters.

Automobiles. To execute and deliver to the proper persons and authority any and all documents, instruments and papers necessary to effect proper registration of any automobile in which I now or may hereafter have an interest, or the sale thereof and transfer of legal title thereto as required by law, and to collect and receipt for all monies paid in consideration of such sale and transfer.

Disposition of Property. To sell, assign, transfer, convey, exchange, deed, mortgage, pledge, lease, let, license, demise, remise, quitclaim, bargain or otherwise dispose of any or all of my real estate, stocks, bonds, evidences of indebtedness and other securities and other personal tangible and intangible or mixed property, or any custody, possession, interest or right therein at public or private sale, upon such terms, consideration, and conditions as my said attorney shall deem advisable and to execute, acknowledge and deliver such instruments and writings of whatsoever kind and nature as may be necessary, convenient or proper in the premises.

### **NOTICE TO AGENT**

When you accept the authority granted under this power of attorney a special legal relationship, known as agency, is created between you and the principal. Agency imposes upon you duties that continue until you resign or the power of attorney is terminated or revoked.

As agent you must:

- (1) do what you know the principal reasonably expects you to do with the principal's property;
- (2) act in good faith for the best interest of the principal, using due care, competence, and diligence;
- (3) keep a complete and detailed record of all receipts, disbursements, and significant actions conducted for the principal;
- (4) attempt to preserve the principal's estate plan, to the extent actually known by the agent, if preserving the plan is consistent with the principal's best interest; and
- (5) cooperate with a person who has authority to make health care decisions for the principal to carry out the principal's reasonable expectations to the extent actually in the principal's best interest.

As agent you must not do any of the following:

- (1) act so as to create a conflict of interest that is inconsistent with the other principles in this Notice to Agent;

(2) do any act beyond the authority granted in this power of attorney;

(3) commingle the principal's funds with your funds;

(4) borrow funds or other property from the principal, unless otherwise authorized;

(5) continue acting on behalf of the principal if you learn of any event that terminates this power of attorney or your authority under this power of attorney, such as the death of the principal, your legal separation from the principal, or the dissolution of your marriage to the principal.

If you have special skills or expertise, you must use those special skills and expertise when acting for the principal. You must disclose your identity as an agent whenever you act for the principal by writing or printing the name of the principal and signing your own name "as Agent" in the following manner:

"(Principal's Name) by (Your Name) as Agent"

The meaning of the powers granted to you is contained in Section 3-4 of the Illinois Power of Attorney Act, which is incorporated by reference into the body of the power of attorney for property document.

If you violate your duties as agent or act outside the authority granted to you, you may be liable for any damages, including attorney's fees and costs, caused by your violation.

If there is anything about this document or your duties that you do not understand, you should seek legal advice from an attorney.