

ILLINOIS STATUTORY SHORT FORM POWER OF ATTORNEY FOR PROPERTY

(NOTICE: THE PURPOSE OF THIS POWER OF ATTORNEY IS TO GIVE THE PERSON YOU DESIGNATE (YOUR "AGENT") BROAD POWERS TO HANDLE YOUR PROPERTY, WHICH MAY INCLUDE POWERS TO PLEDGE, SELL OR OTHERWISE DISPOSE OF ANY REAL OR PERSONAL PROPERTY WITHOUT ADVANCE NOTICE TO YOU OR APPROVAL BY YOU. THIS FORM DOES NOT IMPOSE A DUTY ON YOUR AGENT TO EXERCISE GRANTED POWERS; BUT WHEN POWERS ARE EXERCISED, YOUR AGENT WILL HAVE TO USE DUE CARE TO ACT FOR YOUR BENEFIT AND IN ACCORDANCE WITH THIS FORM AND KEEP A RECORD OF RECEIPTS, DISBURSEMENTS AND SIGNIFICANT ACTIONS TAKEN AS AGENT. A COURT CAN TAKE AWAY THE POWERS OF YOUR AGENT IF IT FINDS THE AGENT IS NOT ACTING PROPERLY. YOU MAY NAME SUCCESSOR AGENTS UNDER THIS FORM BUT NOT CO-AGENTS, UNLESS YOU EXPRESSLY LIMIT THE DURATION OF THIS POWER IN THE MANNER PROVIDED BELOW, UNTIL YOU REVOKE THIS POWER OR A COURT ACTING ON YOUR BEHALF TERMINATES IT, YOUR AGENT MAY EXERCISE THE POWERS GIVEN HERE THROUGHOUT YOUR LIFETIME, EVEN AFTER YOU BECOME DISABLED. THE POWERS YOU GIVE YOUR AGENT ARE EXPLAINED MORE FULLY IN SECTION 3-4 OF THE ILLINOIS "STATUTORY SHORT FORM POWER OF ATTORNEY FOR PROPERTY LAW" OF WHICH THIS FORM IS A PART (SEE THE BACK OF THIS FORM). THAT LAW EXPRESSLY PERMITS THE USE OF ANY DIFFERENT FORM OF POWER OF ATTORNEY YOU MAY DESIRE. IF THERE IS ANYTHING ABOUT THIS FORM THAT YOU DO NOT UNDERSTAND, YOU SHOULD ASK A LAWYER TO EXPLAIN IT TO YOU.)

Power of Attorney made this 16th day of AUGUST, 2000

I, MARK E. VUKUSICH, 1225 AUGUSTA RD. BENBROOK, TEX 76126

hereby appoint: KENNETH J. MYERS JR, 61520 DENKER RD. ST CHARLES, IL 60175

as my attorney-in-fact (my "agent") to act for me and in my name (in any way I could act in person) with respect to the following powers, as defined in Section 3-4 of the "Statutory Short Form Power of Attorney for Property Law" (including all amendments), but subject to any limitations on or additions to the specified powers inserted in paragraph 2 or 3 below:

(YOU MUST STRIKE OUT ANY ONE OR MORE OF THE FOLLOWING CATEGORIES OF POWERS YOU DO NOT WANT YOUR AGENT TO HAVE. FAILURE TO STRIKE THE TITLE OF ANY CATEGORY WILL CAUSE THE POWERS DESCRIBED IN THAT CATEGORY TO BE GRANTED TO THE AGENT. TO STRIKE OUT A CATEGORY YOU MUST DRAW A LINE THROUGH THE TITLE OF THAT CATEGORY.)

- (a) Real estate transactions.
- (b) Financial institution transactions.
- ~~(c) Stock and bond transactions.~~
- (d) Tangible personal property transactions.
- ~~(e) Sole deposit box transactions.~~
- ~~(f) Insurance and annuity transactions.~~
- ~~(g) Retirement plan transactions.~~
- ~~(h) Social Security, employment and military service benefits.~~
- ~~(i) Tax matters.~~
- (j) Claims and litigation.
- ~~(k) Commodity and option transactions.~~
- ~~(l) Business operations.~~
- ~~(m) Borrowing transactions.~~
- ~~(n) Estate transactions.~~
- (o) All other property powers and transactions.

(LIMITATIONS ON AND ADDITIONS TO THE AGENT'S POWERS MAY BE INCLUDED IN THIS POWER OF ATTORNEY IF THEY ARE SPECIFICALLY DESCRIBED BELOW.)

2. The powers granted above shall not include the following powers or shall be modified or limited in the following particulars (here you may include any specific limitations you deem appropriate, such as a prohibition or conditions on the sale of particular stock or real estate or special rules on borrowing by the agent):

The Powers GRANTED ABOVE shall BE LIMITED TO THE PROPERTIES, SO DESCRIBED IN UNIQUE AUCTION SERVICE CONTRACT, DATED 29 MARCH 00. And DULY SIGNED BY MARK E. VUKUSICH and COUNTER SIGNED BY KENNETH J. MYERS JR FOR THE COMPANY, UNIQUE AUCTION SERVICE.

3. In addition to the powers granted above, I grant my agent the following powers (here you may add any other delegable powers including, without limitation, power to make gifts, exercise powers of appointment, name or change beneficiaries or joint tenants or remainder persons and any trust specifically referred to below):

N/A

SEP 2 2000

PETER BENJAMIN 01713  
LAKE COUNTY AUDITOR

(YOUR AGENT WILL HAVE AUTHORITY TO EMPLOY OTHER PERSONS AS NECESSARY TO ENABLE THE AGENT TO PROPERLY EXERCISE THE POWERS GRANTED IN THIS FORM, BUT YOUR AGENT WILL HAVE TO MAKE ALL DISCRETIONARY DECISIONS. IF YOU WANT TO GIVE YOUR AGENT THE RIGHT TO DELEGATE DISCRETIONARY DECISION-MAKING POWERS TO OTHERS, YOU SHOULD KEEP THE NEXT SENTENCE, OTHERWISE IT SHOULD BE STRUCK OUT.)

4. 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.

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HOLD FOR FIRST AMERICAN TITLE

1800 AC

(YOUR AGENT WILL BE ENTITLED TO REIMBURSEMENT FOR ALL REASONABLE EXPENSES INCURRED IN ACTING UNDER THIS POWER OF ATTORNEY. STRIKE OUT THE NEXT SENTENCE IF YOU DO NOT WANT YOUR AGENT TO ALSO BE ENTITLED TO REASONABLE COMPENSATION FOR SERVICES AS AGENT.)

5. My agent shall be entitled to reasonable compensation for services rendered as agent under this power of attorney.

(THIS POWER OF ATTORNEY MAY BE AMENDED OR REVOKED BY YOU AT ANY TIME AND IN ANY MANNER. ABSENT AMENDMENT OR REVOCATION, THE AUTHORITY GRANTED IN THIS POWER OF ATTORNEY WILL BECOME EFFECTIVE AT THE TIME THIS POWER IS SIGNED AND WILL CONTINUE UNTIL YOUR DEATH UNLESS A LIMITATION ON THE BEGINNING DATE OR DURATION IS MADE BY INITIALING AND COMPLETING EITHER (OR BOTH) OF THE FOLLOWING:)

6. ( ) This power of attorney shall become effective on 16 AUGUST 2000

(insert a future date or event during your lifetime, such as court determination of your disability, when you want this power to first take effect)

7. ( ) This power of attorney shall terminate on DATE OF CLOSING TRANSACTIONS ON ALL

(insert a future date or event, such as court determination of your disability, when you want this power to terminate prior to your death)

PROPERTIES DESCRIBED IN PARAGRAPH 2 of CONTRACT.

(IF YOU WISH TO NAME SUCCESSOR AGENTS, INSERT THE NAME(S) AND ADDRESS(ES) OF SUCH SUCCESSOR(S) IN THE FOLLOWING PARAGRAPH.)

8. If any agent named by me shall die, become incompetent, resign or refuse to accept the office of agent, I name the following (each to act alone and successively, in the order named) as successor(s) to such agent: N/A

For purposes of this paragraph 8, a person shall be considered to be incompetent if and while the person is a minor or an adjudicated incompetent or disabled person or the person is unable to give prompt and intelligent consideration to business matters, as certified by a licensed physician.

(IF YOU WISH TO NAME YOUR AGENT AS GUARDIAN OF YOUR ESTATE, IN THE EVENT A COURT DECIDES THAT ONE SHOULD BE APPOINTED, YOU MAY, BUT ARE NOT REQUIRED TO, DO SO BY RETAINING THE FOLLOWING PARAGRAPH. THE COURT WILL APPOINT YOUR AGENT IF THE COURT FINDS THAT SUCH APPOINTMENT WILL SERVE YOUR BEST INTERESTS AND WELFARE. STRIKE OUT PARAGRAPH 9 IF YOU DO NOT WANT YOUR AGENT TO ACT AS GUARDIAN.)

9. If a guardian of my estate (my property) is to be appointed, I nominate the agent acting under this power of attorney as such guardian, to serve without bond or security.

10. I am fully informed as to all the contents of this form and understand the full import of this grant of powers to my agent.

Signed X [Signature] (principal)

(YOU MAY, BUT ARE NOT REQUIRED TO, REQUEST YOUR AGENT AND SUCCESSOR AGENTS TO PROVIDE SPECIMEN SIGNATURES BELOW. IF YOU INCLUDE SPECIMEN SIGNATURES IN THIS POWER OF ATTORNEY, YOU MUST COMPLETE THE CERTIFICATION OPPOSITE THE SIGNATURES OF THE AGENTS.)

Specimen signatures of agent (and successors)

I certify that the signatures of my agent (and successors) are correct.

[Signature] (agent)

KENNETH J. MYERS, JR.

X [Signature] (principal)

(successor agent)

(principal)

(successor agent)

(principal)

(THIS POWER OF ATTORNEY WILL NOT BE EFFECTIVE UNLESS IT IS NOTARIZED AND SIGNED BY AT LEAST ONE ADDITIONAL WITNESS, USING THE FORM BELOW.)

State of ILLINOIS  
County of KANE SS.

The undersigned, a notary public in and for the above county and state, certifies that MARK E. VUKUSICH known to me to be the same person whose name is subscribed as principal to the foregoing power of attorney, appeared before me and the additional witness 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, and certified to the correctness of the signature(s) of the agent(s).

**OFFICIAL SEAL**  
**SANDRA E ARIZAGA**  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES: 02/05/02

Dated: 9/14/2000

Sandra E Arizaga  
Notary Public

My commission expires 2/05/02

The undersigned witness certifies that MARK E. VUKUSICH known to me to be the same person whose name is subscribed as principal to the foregoing power of attorney, appeared before me and the notary public and acknowledged signing and delivering the instrument as the free and voluntary act of the principal, for the uses and purposes therein set forth. I believe him or her to be of sound mind and memory.

Dated: \_\_\_\_\_ (SEAL)

[Signature]  
Witness

(THE NAME AND ADDRESS OF THE PERSON PREPARING THIS FORM SHOULD BE INSERTED IF THE AGENT WILL HAVE POWER TO CONVEY ANY INTEREST IN REAL ESTATE.)

This document was prepared by: UNIQUE AUCTION SERVICE 6N520 DENVER RD. ST CHARLES, ILL.

Phone 630/ 584-8893

Fax 1-800/877-9679

630/264-2376

Unique Auction Service  
We Buy and Sell

AUCTION PROPOSAL AND AGREEMENT

Date: 29 MARCH 00

Name MARK E. VUKUSICH Company \_\_\_\_\_

Address 7020 CENTENNIAL DR.

City TINLEY PARK State IL Zip 60477 Soc. Sec. # \_\_\_\_\_

Bus. Phone (708) 444-1200 FAX -4065 Res. Phone (708) 444-7149

We are pleased to conduct for you a public auction as follows:

What will be sold: REAL ESTATE @ 9447 W. 144TH Place, ORLAND PARK, ILL. (COMMERCIAL);  
Real Estate @ 12335 Thornapple Drive, Lockport, Ill (Residence); Real Estate @  
LOWELL, INDIANA (20 ACRES UNDEVELOPED FARM LANDS); 1-1997 MUSTANG COBRA  
Location of Sale \_\_\_\_\_

Auction will be conducted on or about APR. 30, 00 TO MAY 7, 00

Time of Sale 11AM Inspection Period AT VARIOUS TIMES & APPOINTMENT & ANNOUNCED  
ADVERTISING

Auctioneers Compensation 30% ON ALL PERSONAL FURNITURE AND OFFICE EQUIP/FURNITURE.  
04% ON 3 REAL ESTATE PROPERTIES.  
(Auction Company reserves the right to terminate contract at any time)

Expenses to be paid by Seller:

Advertising & Marketing \$ 1,500<sup>00</sup> TO 2,500<sup>00</sup> Clerking & Cashiering \$ 0

Site & Set up Expenses \$ 350<sup>00</sup> Other TRUCKING EXPENSE \$150.<sup>00</sup>

Expense advance required from seller \$ 1,500<sup>00</sup> RELOCATING STORAGE FURNITURE TO PLACE OF SALE.

Special notes & considerations AUTOMOBILE: 1-1990 FORD F150 TRUCK; FURNITURE  
IN STORAGE AT SHURGARD STORAGE LOCKER IN TINLEY PARK; VARIOUS  
FURNITURE AT MARK'S APT. RESIDENCE @ 17220 SOUTH 71ST AVE APT#2 IN TINLEY PARK; ALL  
OFFICE FURNITURE IN COMM'L PROPERTY @ 7020 CENTENNIAL DRIVE IN TINLEY PARK.

KEYS TO PROPERTIES TO BE TURNED OVER TO UNIQUE BY MONDAY 10 APRIL 00.

We appreciate this opportunity to provide services for you. We will need this agreement signed by you, along with an expense deposit check to hold the sale date open for you, and to begin marketing and auction preparations.

Our professional attention to detail, along with a high level of advertising and marketing knowhow will provide the best possible sales result for you.

Please review the terms and conditions on the back of this sheet, including an outline of the auctioneer's and seller's responsibilities.

Seller Mark E. Vukusich

By MARK E. VUKUSICH

By \_\_\_\_\_

Date 3 APRIL 00

Auctioneer Unique Auction Service  
KEN MYERS

WE LOOK FORWARD TO BEING OF SERVICE TO YOU!

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CONTINUED

## AUCTION AGREEMENT TERMS AND CONDITIONS

This agreement between Unique Auction Service, referred to as AUCTIONEER, and the Seller(s) as Shown on the front side of this agreement, referred to as the SELLER.

SELLER GRANTS TO AUCTIONEER the exclusive right to sell at public auction the property herein described.

### THE AUCTIONEER SHALL:

1. Sell the property using professional skill, knowledge and experience to the best advantage of both parties.
2. Keep accurate records of the sale, and furnish the seller with a complete list of all goods sold & prices.
3. Arrange for all marketing, advertising and promotion of the sale in a commercially reasonable manner.

### THE SELLER SHALL:

1. Provide premises in which the sale will be conducted, furnish utilities and public liability insurance.
2. Provide rubbish removal (including hazardous waste removal at Seller's expense), and indemnify Auctioneer against any liability for potential hazardous waste or rubbish removal problems.
3. Seller will not dispose of, or otherwise withdraw from auction, any part of the property as of this contract signing, or refuse to submit such property or any part thereof.
4. Not interfere, prevent or prohibit Auctioneer in any manner, prior to or during the auction from carrying out duties and obligation under this contract.
5. In the event that the Seller breaches this agreement, and the auction is cancelled for any reason, whether in or out of the sellers control, Seller will pay Auctioneer, at the time of cancellation, all advertising, set-up, travel and other expenses incurred by Auctioneer up to that time, and a cancellation fee of five percent (5%) of the Auctioneers estimate of value that would have brought if the auction had been held. These costs will be met with cash or cashier's check only.
6. In the event that the Seller breaches as above mentioned in # 5, Auctioneer will reserve the right to retain possession of any and all properties and will in turn be sold after 30 days in order to cover any afore mentioned costs and fees, pointed out in the above paragraph.

### SETTLEMENT

It is agreed that the Auctioneer will receive all proceeds from the sale, requiring all checks to be drawn to the order of the Auctioneer. Auctioneer will account for all proceeds of the sale after holding the proceeds a sufficient length of time to insure collection of all checks. Final settlement will be made by Auctioneer check to seller, less commissions, fees and expenses in five working days following the auction. Auctioneer does not guarantee checks, but will endeavor to collect same. Seller authorizes Auctioneer to pay off any lien holders before making final settlement.

### SELLER REPRESENTS

That they have full power and authority to sell such property, and it is free and clear of all liens, contracts and leases except as noted under "special note and considerations" on the front of this agreement. Seller further agrees that this contract shall be binding upon their heirs, executors, administrators, assigns and successors.

### GENERAL TERMS AND CONDITIONS

1. Seller assumes ALL risk of loss to property until such risk passes to the new owner. Auctioneer will not be responsible for fire, theft, vandalism or other losses.
2. Seller understands that there are no minimum or reserve prices on items to be sold, unless specifically noted in the "special notes and considerations" on the front of this agreement.
3. Auctioneer and seller have discussed that his is an absolute auction (subject to any exceptions noted) and the differences of various auction methods have been discussed. Auctioneer does not guarantee selling prices.
4. Unless otherwise written into this agreement, Seller agrees to pay Auctioneer one half (1/2) the regular commission rate of this agreement, on items that are reserved, bought back by seller or his representatives, or otherwise bid in for the benefit of price protection by the seller. Commission will be paid on the last (highest) bid amount called.
5. Seller agrees to indemnify the Auctioneer, agents, associates, employees or hired independent contractors against any claims, actions or losses that occur or result because of any incumbrance, or representation made by the Seller, or any cost or damages incurred due to the Sellers cancellation of the sale, or withdrawal of items from the sale.
6. Seller acknowledges that no oral representations or warranties have been made by the Auctioneer, agents, associated, employees or independent contractors.
7. Auctioneer has the option to postpone the auction date, and re-schedule within thirty days (30) from the original auction date if necessary due to severe weather, inability to access the site, some type of outside interruption, license or regulatory matters, title clearance of other extreme circumstances.

### A NOTE ABOUT ADVERTISING AND MARKETING

Any discussions about specific advertising items such as newspaper advertising, etc, are estimates, and the Auctioneer reserves the right to redistribute the advertising money to different types of advertising, mailings or other media, as is advantageous for the overall benefit of the auction and the Seller. Advertising and marketing expenses will be accounted for in the final settlement. Unused marketing money will be credited back to the Seller upon settlement

Phone 630/ 584-8893

or

630/264-2376

**Unique Auction Service**  
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## LEGAL DESCRIPTION

Parcel 1: That part of the North 1/2 of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 12, Township 33 North, Range 10 West of the 2nd Principal Meridian, in Lake County, Indiana, described as follows: Beginning at the Northwest corner of said Southwest 1/4 of the Southwest 1/4; thence East along the North line of said Southwest 1/4 of the Southwest 1/4 a distance of 1349.61 feet to the Northeast corner thereof; thence South along the East line of said Southwest 1/4 of the Southwest 1/4 a distance of 272.18 feet to a point which is 1053.27 feet North of the Southeast corner of said Southwest 1/4 of the Southwest 1/4 as measured along said East line; thence West a distance of 1355.28 feet to a point which is 1053.27 feet North of the Southwest corner of said Southwest 1/4 of the Southwest 1/4 as measured along the West line thereof; thence North along the West line of said Southwest 1/4 of the Southwest 1/4 a distance of 273.16 feet to the place of beginning.

Parcel 2: That part of the Northwest 1/4 of the Southwest 1/4 of Section 12, Township 33 North, Range 10 West of the 2nd Principal Meridian, in Lake County, Indiana, described as follows: Beginning at the Southwest corner thereof; thence North along the West line of said Northwest 1/4 of the Southwest 1/4 a distance of 374.00 feet; thence East along a line parallel with the South line of said Northwest 1/4 of the Southwest 1/4 a distance of 1341.89 feet to a point on the East line of said Northwest 1/4 of the Southwest 1/4; thence South along said East line a distance of 374.09 feet to the Southeast corner of said Northwest 1/4 of the Southwest 1/4; thence West along the South line of said Northwest 1/4 of the Southwest 1/4 a distance of 1349.61 feet to the place of beginning.

