

Recording requested by:

Earl Miller Sr.

Return to:

Earl Miller Sr.

18807 Oakwood Avenue
Country club hills, Illinois, 60478. 2015 067867

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2015 OCT -2 AM 8:36

MICHAEL B. BROWN
RECORDER

Document prepared by:

Earl Miller Sr. (ALSO KNOWN AS EARL L. MILLER)
18807 Oakwood Avenue
Country club hills, Illinois, 60478.

DURABLE POWER OF ATTORNEY

1. APPOINTMENT OF MY AGENT. I, Earl Miller Sr., (hereinafter referred to as "Principal"), hereby execute this Power of Attorney appointing the following named individual as my "Agent" (also known as Attorney-In-Fact):

Name: Sheila Miller
Address: 18807 Oakwood Avenue
Country club hills, Illinois, 60478
Phone Number(s): 773-510-3999

2. EFFECTIVENESS. The authority of my Agent, when effective, shall not terminate or be void or voidable if I am or become disabled or in the event of later uncertainty as to whether I am dead or alive. This Power of Attorney shall be effective starting when I sign it.

3. AGENT AS FIDUCIARY. I give my Agent the powers specified in this Power of Attorney with the understanding that they will be exercised for my benefit, on my behalf, and solely in a fiduciary capacity.

4. Second Successor Agent. In the event that my chosen Successor Agent is unable or unwilling to act on my behalf, I appoint the following named individual as my Second Successor Agent:

Name: N/A
Address: _____
_____, Illinois, _____
Phone Number(s): _____

5. GENERAL AUTHORITY TO ACT. I hereby grant my Agent, including any Successors or Co-Agents, the general authority, according to Section 201(c) and the relevant portions of Section 204 through 217 of the Uniform Power of Attorney Act (the entire Uniform Power of Attorney Act incorporated herein by reference - available at

AMOUNT \$ 26⁰²
CASH _____ CHARGE _____
CHECK # 22683442825
OVERAGE _____
COPY _____
NON-COM _____
CLERK RM

), to act on my behalf in the following subjects: (INITIAL

ALL POWERS THAT APPLY)

- a. Real property
- b. Tangible personal property
- c. Stocks and bonds
- d. Commodities and options
- e. Banks and financial institutions
- f. Operation of entity or business
- g. Insurance and annuities
- h. Estates, trusts, and other beneficial interests
- i. Claims and litigation
- j. Personal and family maintenance
- k. Benefits from governmental programs and civil or military service
- l. Retirement plans
- m. Taxes
- n. Gifts

6. SPECIFIC ACTS AUTHORIZED. In addition to the general powers authorized above, I specifically authorize my Agent to perform the following acts: (INITIAL ALL POWERS THAT APPLY)

- a. Create or amend designations of rights of survivorship
- b. Create or amend designations of beneficiaries
- c. Delegate or otherwise authorize another person to exercise the powers delegated to the Agent under this instrument
- d. Waive the Principal's right to be a Beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan
- e. Exercise fiduciary powers validly delegated by Principal
- f. Disclaim, refuse, or release an interest in property or a power of appointment
- g. **Inter vivos trusts.** I give my Agent the power to take all actions that my Agent considers necessary or desirable with respect to trusts that exist when this power is executed or that are established thereafter, including the following powers: to establish trusts for the benefit of my spouse, partner, children, grandchildren, and parents; to contribute or transfer assets to any trust in which I have an interest; and to exercise any power I may have as an individual, other than as a trust beneficiary, such as borrowing trust assets, amending or revoking trust agreements, and voting shares of stock, but subject to the limitation that any trust I have created may be modified or revoked by my Agent only if expressly permitted by the trust instrument. This section not be construed as limiting the authority of my Agent to exercise any power, with respect to trusts, that I may hold in a fiduciary capacity or as a trust beneficiary, to the extent that such authority is specifically given elsewhere in this instrument.
- h. **Pets.** I give my Agent the power to house, or arrange for the housing, support, and maintenance of any animals that I own or have custody of and to pay reasonable boarding, kenneling, and veterinary fees for such animals.
- i. **Funeral and Burial Arrangements.** I give my Agent the power to arrange for my

funeral or other memorial service and for burial or cremation of my remains, including the purchase of a burial plot or other place for interment of my remains or ashes, as directed by my agent under my advance health care directive, for which payments my Agent is hereby released from any and all liability.

j. NA **After-Acquired Property.** The powers granted to my Agent in this instrument are exercisable equally with respect to interests in property I own when this instrument is executed and after-acquired property interests, wherever the property is located, and whether or not the powers are exercised or the Power of Attorney is executed in the same state.

k. NA **Gifts to Agent.** Notwithstanding any other provision in this Power of Attorney, my Agent may make gifts in amounts not to exceed the annual federal gift tax exclusion to him or herself but only if my Agent is in need of funds to meet the reasonable expenses of the following: support in accordance with my Agent's accustomed manner of living; medical, dental, hospital, and nursing services, and other costs relating to the health care of my Agent; and my Agent's education.

l. NA **Nominating a Conservator.** If proceedings are initiated for the appointment of a Conservator of my person or my estate or both, I authorize my Agent to nominate whomever he or she believes is appropriate as Conservator of my person or my estate or both, including appointing him or herself. I authorize my Agent to waive the requirement of a bond for any person appointed, if he or she believes a waiver is appropriate.

m. NA **Other Matters, Alter Ego, Incidental Powers.** Except for those actions that conflict with or are limited by another provision of this Power of Attorney, I give my Agent the power to act as my alter ego with respect to all matters and affairs that are not included in the other provisions of this power, to the extent that a principal can act through an agent. This section does not authorize my Agent to make health care decisions.

In connection with the exercise of any of the powers described in the preceding sections, I give my Agent full authority, to the extent that a principal can act through an agent, to take all actions that he believes necessary, proper, or convenient, to the extent that I could take these actions myself, including, without limitation, the power to prepare, execute, and file documents and maintain records; to enter into contracts; to hire, discharge, and pay reasonable compensation to attorneys, accountants, expert witnesses, or other assistants; to engage in litigation regarding a claim in favor of or against me; and to execute, acknowledge, seal, and deliver any instrument.

n. NA **Restrictions on Property Management Powers.** Notwithstanding any other provision in this Power of Attorney, my Agent does not have any of the following powers related to property management: to use my property to discharge the legal obligations of my Agent, including but not limited to the support of the dependents of my Agent, except for those dependents to whom I also, along with my Agent, owe a duty of support; to exercise any incident of ownership over any insurance policy that I own and that insures the life of my Agent; or to exercise powers of a trustee under an irrevocable trust of which my Agent is the settler and of which I am a trustee.

o. NA **Beneficial Use.** If Agent is not my ancestor, descendant, or spouse, Agent MAY use my property to Agent's own benefit and/or for supporting someone who Agent owes a support obligation.

7. AMPLIFYING POWERS

a. **Compensation.** My Agent will be entitled to reasonable compensation for services rendered as Agent under this Power of Attorney. Factors that should be considered in determining the amount of compensation are:

- i. The time expended by my Agent;
- ii. The value of the property over which my Agent exercises control and management;
- iii. The complexity of the transactions entered into by my Agent.

My Agent may pay the compensation from my assets once each week, and must keep records of the services performed, the time spent in performing them, and the date and amount of each payment.

b. **Reimbursement for Costs and Expenses.** My Agent will be entitled to reimbursement from my property for expenditures properly made in performing the services conferred by me in this instrument. My Agent must keep records of any such expenditures and reimbursements.

c. **Reliance by Third Parties.** To induce third parties to rely on the provisions of this instrument, I, for myself and on behalf of my heirs, successors, and assigns, hereby waive any privilege that may attach to information requested by my Agent in the exercise of any of the powers described in this instrument. Moreover, on behalf of my heirs, successors, and assigns, I hereby agree to hold harmless any third party who acts in reliance on this power for damages or liability incurred as a result of that reliance.

d. **Ratification.** I ratify and confirm all that my Agent does or causes to be done under the authority granted in this instrument. All contracts, promissory notes, checks, or other bills of exchange, drafts, other obligations, stock powers, instruments, and other documents signed, endorsed, drawn, accepted, made, executed, or delivered by my Agent will bind me, my estate, my heirs, successors, and assigns.

e. **Exculpation of Agent.** My Agent will not be liable to me or any of my successors in interest for any action taken or not taken in good faith, but will be liable for any willful misconduct or gross negligence.

f. **Revocation and Amendment.** I revoke any and all durable powers of attorney that I have executed before executing this power of attorney. I retain the right to revoke or amend this power of attorney and to substitute other agents in place of my Agent. Amendments to this power of attorney must be made in writing by me personally. They must be attached to the original of this document and, if the original is recorded, must be recorded in the same county or counties as the original, although failure to record any amendment will not alter its affect.

8. GENERAL PROVISIONS

a. **Signature of Agent.** My Agent must use the following form when signing on my behalf pursuant to this power of attorney: [Principal] by [Agent], his or her Agent.

b. **Severability.** If any of the provisions of this instrument are found to be invalid for any reason, that invalidity will not affect any of the other provisions of this power, and all invalid provisions will be wholly disregarded.

c. **Governing Law.** This instrument is executed according to the provisions of the Uniform Power of Attorney Act, and all questions relating to the validity, interpretation, and administration of this power will be determined in accordance with that Act.

9. RELIANCE ON THIS POWER OF ATTORNEY. Any person, including my Agent, may act in reliance upon the validity of this power of attorney or a copy of it unless that person knows it has terminated or is no longer valid.

NOTICE TO PERSON EXECUTING DURABLE POWER OF ATTORNEY

A durable power of attorney is an important legal document. By signing the durable power of attorney, you are authorizing another person to act for you, the principal. Before you sign this durable power of attorney, you should know these important facts:

Your agent (attorney-in-fact) has no duty to act unless you and your agent agree otherwise in writing.

This power of attorney does not authorize the agent to make health-care decisions for you.

This form currently only includes one agent. If you wish to name one or more co-agents, you may name them in the Special Instructions. Co-agents are not required to act together unless you include that requirement in the Special Instructions.

This document may give your agent the powers to manage, dispose of, sell, and convey your real and personal property, and to use your property as security if your agent borrows money on your behalf. This document does not give your agent the power to accept or receive any of your property, in trust or otherwise, as a gift, unless you specifically authorize the agent to accept or receive a gift.

Your agent will have the right to receive reasonable payment for services provided under this durable power of attorney unless you provide otherwise in this power of attorney.

The powers you give your agent will continue to exist for your entire lifetime, unless you state that the durable power of attorney will last for a shorter period of time or unless you otherwise terminate the durable power of attorney. The powers you give your agent in this durable power of attorney will continue to exist even if you can no longer make your own decisions respecting the management of your property.

You can amend or change this durable power of attorney only by executing a new durable power of attorney or by executing an amendment through the same formalities as an original. You have the right to revoke or terminate this durable power of attorney at any time, so long as you are competent.

This durable power of attorney must be dated and must be acknowledged before a notary public or signed by two witnesses. If it is signed by two witnesses, they must witness either (1) the signing of the power of attorney or (2) the principal's signing or acknowledgment of his or her signature. A durable power of attorney that may affect real property should be acknowledged before a notary public so that it may easily be recorded.

You should read this durable power of attorney carefully. When effective, this durable

power of attorney may give your agent the right to deal with property that you now have or might acquire in the future. The durable power of attorney is important to you. If you do not understand the durable power of attorney, or any provision of it, then you should obtain the assistance of an attorney or other qualified person.

This power of attorney becomes effective immediately unless you state otherwise in the power of attorney.

If you have questions about the power of attorney or the authority you are granting to your agent, you should seek legal advice before signing this form.

This Durable Power of Attorney is executed by me on 8/23/15, in Illinois.

Name: Earl Miller Sr.

Signature: *Earl Miller Sr.*

SSN: 299-210-8211

Address: 4410 W. 49th Avenue

Hobart, Indiana, 46342.

Phone Number(s): 219-947-1507

(ALSO KNOW AS EARL L. MILLER) SR



NOTICE TO PERSON ACCEPTING THE APPOINTMENT AS ATTORNEY-IN-FACT

By acting or agreeing to act as Agent (also known as Attorney-in-Fact) under this Power of Attorney you assume the fiduciary and other legal responsibilities of an agent. These responsibilities include the following:

The legal duty to act solely in the interest of Principal and to avoid conflicts of interest.

The legal duty to keep Principal's property separate and distinct from any other property owned or controlled by you.

You may not transfer Principal's property to yourself without full and adequate consideration or accept a gift of Principal's property unless this Power of Attorney specifically authorizes you to transfer property to yourself or accept a gift of Principal's property. If you transfer Principal's property to yourself without specific authorization in the Power of Attorney, you may be prosecuted for fraud and/or embezzlement. If Principal is 65 years of age or older at the time that the property is transferred to you without authority, you may also be prosecuted for elder abuse. In addition to criminal prosecution, you may also be sued in civil court.


You must stop acting on behalf of Principal if you learn of any event that terminates this Power of Attorney or your authority under this Power of Attorney, for example, the death of Principal, Principal's revocation of this Power of Attorney or your authority, or, if you are married to Principal, a legal action is filed with a court to end your marriage, or for your legal separation, unless the Special Instructions in this Power of Attorney state that such an action will not terminate your authority.

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

I have read the foregoing notice and I understand the legal and fiduciary duties that I assume by acting or agreeing to act as Agent (Attorney-in-Fact) under the terms of this Power of Attorney.

ACCEPTANCE BY AGENT

Name: Sheila Miller

Signature: 

Dated: 8/23/15



COUNTY OF Cook

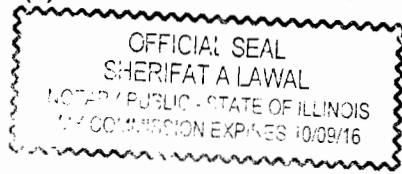
On this the 25 day of Aug, 2015, the foregoing instrument was sworn to and acknowledged before me by Sheila Miller, known or proven to me to be the person(s) whose name(s) is/are subscribed to within the instrument.

WITNESS my hand and official seal.

PRINT: Sherifat Lawal

[Affix seal]

SIGN: [Signature]
NOTARY PUBLIC



My Commission Expires: 10-09-16

