STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

2017 012765

2017 FEB 28 PM 3: 53 MICHAEL B. BROWN RECORDER



### **Durable Power of Attorney**

NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, DETAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANY ONE TO MAKE MEDICAL AND OTHER HEALTH-CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS DURABLE POWER OF ATLORNEY JEYOU LATER WISH TO DO SO.

	Definition of Agent This Document is the property of
	As used in this document, the tean "Agent Chall include alcagent(s); attorney(s)-in-fact, attorneys-in-
	fact / agents, and mandatary or mandataries who are appointed herein.
	, the undersigned
	Principal who resides at 578 Kuttedge St.
	City of Gary, Country of Lake,
	State of IN, do hereby appoint Bernice D. McKinley as my
	Agent, andas my Agent, whomust act jointlymay act
	separately on my behalf.
	At the time of the execution of this Durable Cower of Attorney,
$\rightarrow$	Bernice D. McKinley resides at 150 Harrison St. 46402,
-	City of Gary , State of
	Indiana 44402
	At the time of the execution of this Durable Power of Attorney,
	Janice M. James resides at 5310 Lincoln St. 46410,
	City of Mery , County of Lake , State of
	Indiana
	If one of my Agents is unable to serve for any reason, I authorize the remaining named Agent to
	act as my sole Agent OR I designate, residing at
	, City of, County of
	, State of, to serve in that person's place.
	If both of my Agents are unable to serve for any reason, I designate  Rhada Brocks, residing at 360 Gerry 54.
	City of Gary , County of Indiana Lake , State of
	indiana 46406 , as my Successor Agent.
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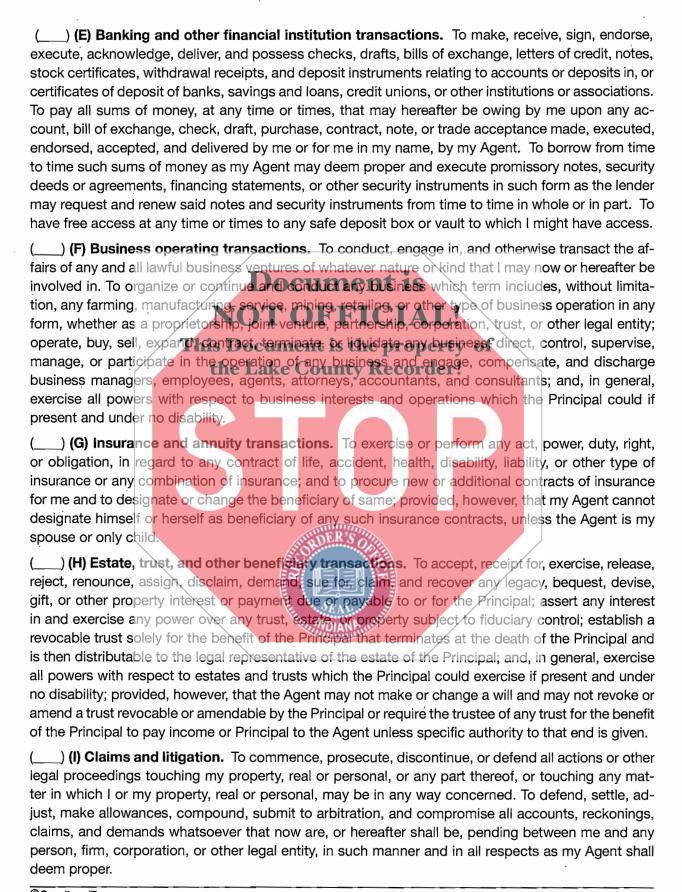
CS

M

#### **Grant of General Authority**

My Agent shall care for, manage, control, and handle all of my business, financial, property, and personal affairs in my name, place, and stead in as full and complete a manner in which I myself could do, if I were personally present, with respect to the following matters, to the extent that I am permitted by law to act through such a representative and subject to any limitations on or additions to the specified powers inserted after the following:

(NOTICE: The Principal must write his or her initials in the corresponding blank space for each of the subdivisions (A) through (M) below for which the Principal WANTS to give the Agent authority. If the corresponding blank space for any particular subdivision is NOT initialled, NO AUTHORITY WILL BE GRANTED for those matters specified in the subdivision. ALTERNATIVELY, the letter corresponding to each power the Principal wishes to grant has been referenced in subdivision "(N)", and the Principal may initial in the blank space to the left of subdivision "(N)" in order to grant each of the powers so indicated.) (\_\_\_\_) (A) Real property transactions. To lease, sell, mortgage, purchase, exchange, and acquire, and to agree, bargain, and contract for the lease, sale, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any interest intreal property whatspever, on such terms and conditions, and under such covenants, as my Agent shall deem proper; and to maintain, repair, tear down, alter, rebuild, improve, mahage, insurer move trent, tleases sell peontrey, of bject to liens, mortgages, and security deeds, and in any way or manner deal with all or any part of any interest in real property whatsoever, including specifically, but without limitation, real property lying and being situated in the \_\_\_, under such terms and conditions, and under such covenants, as my Agent shall deem proper and may for all deferred payments accept purchase money notes payable to me and secured by mortgages or deeds to secure debt, and may from time to time collect and cancel any of said notes, mortgages, security interests, or deeds to secure debt. (\_\_\_\_) (B) Tangible personal property transactions. To lease, sell, mortgage, purchase, exchange, and acquire, and to agree, bargain, and contract for the lease, sale, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any personal property whatsoever, tangible or intangible, or interest thereto, on such terms and conditions, and under such covenants, as my Agent shall deem proper; and to maintain repair, improve, manage, insure, rept, lease, sell, convey, subject to liens or mortgages, or to take any other security interests in said property which are recognized under the Uniform Commercial Code as adopted at that time under the laws of the State of or any applicable state, or otherwise hypothecate (pledge), and in any way or manner deal with all or any part of any real or personal property whatsoever, tangible or intangible, or any interest therein, that I own at the time of execution of may thereafter acquire, under such terms and conditions, and under such covenants, as my Agent shall deem proper. \_) (C) Stock and bond transactions. To purchase, sell, exchange, surrender, assign, redeem, vote at any meeting, or otherwise transfer any and all shares of stock, bonds, or other securities in any business, association, corporation, partnership, or other legal entity, whether private or public, now or hereafter belonging to me. \_) (D) Commodity and option transactions. To buy, sell, exchange, assign, convey, settle, and exercise commodities futures contracts and call and put options on stocks and stock indices traded on a regulated options exchange and collect and receipt for all proceeds of any such transactions; establish or continue option accounts for the Principal with any securities or futures broker; and, in general, exercise all powers with respect to commodities and options which the Principal could if present and under no disability.



() (J) Personal and family maintenance. To hire accountants, attorneys at law, consultants, clerks, physicians, nurses, agents, servants, workmen, and others, and to remove them, and to appoint others in their place, and to pay and allow the persons so employed such salaries, wages, or other remunerations, as my Agent shall deem proper.
() <b>(K)</b> Benefits from Social Security, Medicare, Medicaid, or other governmental programs, or military service. To prepare, sign, and file any claim or application for Social Security, unemployment, or military service benefits; sue for, settle, or abandon any claims to any benefit or assistance under any federal, state, local, or foreign statute or regulation; control, deposit to any account, collect, receipt for, and take title to and hold all benefits under any Social Security, unemployment, military service, or other state, federal, local or foreign statute or regulation; and, in general, exercise all powers with respect to Social Security, unemployment, military service, and governmental benefits, including but not limited to Medicare and Medicaid, which the Principal could exercise if present and under no disability.
() (L) Retirement plan transactions. To contribute to, withdraw from, and deposit funds in any type of retirement plan (which term includes, without limitation, any tax qualified or nonqualified pension, profit sharing, stock bonus, employee savings, and other retirement plan, individual retirement account, deferred compensation plan, and any other type of employee benefit plan); select and change payment options for the Principal under any tretirement plan to other retirement plans or individual retirement accounts; exercise all investment powers available under any type of self-directed retirement plan; and, in general, exercise all powers with respect to retirement plans and retirement plan account balances which the Principal could if present and under no disability.
() (M) Tax matters. To prepare, to make elections, to execute, and to file all tax, Social Security, unemployment insurance, and informational returns required by the laws of the United States, or of any state or subdivision thereof, or of any foreign government; to prepare, to execute, and to file all other papers and instruments which the Agent shall think to be desirable or necessary for safeguarding of me against excess or illegal taxation or against penalties imposed for claimed violation of any law or other governmental regulation; and to pay, to compromise, or to contest or to apply for refunds in connection with any taxes or assessments for which I am or may be liable.
YOU INITIAL LINE (N).
Grant of Specific Authority (Optional)  My Agent MAY NOT do any of the following specific acts for me UNLESS I have INITIALED the specific authority listed below:
(CAUTION: Granting any of the following will give your Agent the authority to take actions that could significantly reduce your property or change how your property is distributed at your death. INITIAL ONLY the specific authority you WANT to give your Agent.)
<ul> <li>Create, amend, revoke or terminate an inter vivos trust.</li> <li>Make a gift.</li> <li>Create or change rights of survivorship.</li> <li>Create or change a beneficiary designation.</li> <li>Authorize another person to exercise the authority granted under this Durable Power of Attorney.</li> </ul>

() Waive the Principal's right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan.  () Exercise fiduciary powers that the Principal has authority to delegate.  () Disclaim or refuse an interest in property, including a power of appointment.
Limitation on Agent's Authority  An Agent that is not my ancestor, spouse, or descendant MAY NOT use my property to benefit the Agent or a person to whom the Agent owes an obligation of support unless I have included that authority in the Special Instructions.
Special Instructions (Optional) Additional powers, if any, that are not inconsistent with the other provisions of this Durable Power of Attorney:
Document is
The powers granted hereinabove shall not include the following powers or shall be modified or limited in the following particulars:  the Lake County Recorder!
Additional powers, if any, granted to the Agent with respect to any power listed above and not eliminated/struck out by the Principal:
DER'S COMMENTERS
Special Instructions for Gifts Special instructions applicable to gifts (initial in front of the following sentence to have it apply):  () I grant my Agent the power to apply my property to make gifts to individuals, charities, or to the Agent, up to the amount of \$500 per year, per undividual or entity, without signature of the Principal,
as the Agent determines to be in the Principal's best interest.
Authorization for an Agent to make gifts or transfers of \$500 or more requires the Principal to execute a Major Gifts Rider at the same time as the Durable Power of Attorney document.
() I grant my Agent the power to make major gifts and transfers of my property set forth under the Major Gifts Rider.
Nomination of Guardian or Conservator (Optional)  In the event that a court decides that it is necessary to appoint a Guardian of my person or Conservator of my estate, I hereby nominate, who resides at, City of, County of
at, City of, County of, to be considered by the court for
appointment to serve as my Guardian or Conservator, or in any similar representative capacity.

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Effective Date [Choose one and only one option.]  () This Durable Power of Attorney shall be effective immediately.	
() This Durable Power of Attorney shall take effect in the event that I become mentally and/or physically incapacitated, as determined and certified in writing by my treating physician, to such extent that I am unable to independently make important decisions in regard to the management my own property and finances.	an
This Durable Provision  This Durable Power of Attorney shall not be affected by any lapse of time, and shall not be fected by the subsequent incapacity of the Principal except as provided by statute in the State, and all acts done by the Agent under the power granted herein during a period of the Principal's disability or incapacity shall have the same effect and inure to the benefit and bind the Principal and Principal's successors in interest as if the Principal were competent a not disabled.  My Agent hereby accepts this appointment subject to its terms and agrees to act and perform the said fiduciary capacity and observe the standards of care applicable to trustees as described relevant statute consistent with my best interests as his, her, or their be discretion deem advisable, and I affirm and ratify all acts so undertaken.	e of any it of and n in d by best
If the Agent is a corporate Agent, the Agent shall not use my assets for its benefit, nor the benefit its officers or directors.	t of
If this Durable Power of Attorney is revoked or terminated, such revocation or termination for a reason in accordance with law shall be ineffective as to any Agent unless and until actual notice knowledge of such revocation or termination shall have been received by the Agent.	-
My subsequent death shall not revoke or terminate the agency granted herein as to my Agent w without actual knowledge of my death, acts in good faith under this Durable Power of Attorney. A action so taken, unless otherwise invalid or unempressible, shall bind my successors in interest.	
Notice to Third Parties  To induce any third-party to act hereunder, I hereby agree that any third-party receiving a duly ecuted copy or facsimile of this instrument may act hereunder, and that revocation or terminate shall have been received by such third-party, and I for myself and for my heirs, executors, legal resentatives, and assigns, hereby agree to indemnify and hold harmless any such third-party from a against any and all claims which may arise against such third-party by reason of such third-party green on the provisions of this instrument:	tion ep- rom
THIS DURABLE POWER OF ATTORNEY MAY BE REVOKED OR AMENDED IN WRITING BY ME AT ANY TII	ME.
(date)	
(date)	
First Witness  Second Witness (date)	

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STATE OF Indiana )
COUNTY OF _ Lake )
On February 7, 2017, 20, before me, PatricianOwens-Lee, a N
tary Public, personally appeared <u>James McKinley Jr</u> , as Principal, as Carmelita Cook , as Witness, and <u>David King</u> , as W
ness, who proved to me on the basis of satisfactory evidence to be the person(s) whose name
is/are subscribed to the within instrument and acknowledged to me that he/she/they executed t
same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of Indiana that the foregoing paragraph is true and correct.
WITNESS my hand and official seal to be County Popular!
the Lake County Recorder!
Signature of Notary
Affiant KnownXX Produced ID
Type of ID License
(Seal)
(God)
AGENT'S SIGNATURE AND AGRAIOWLEDGMENT
First Agent Acknowledgment
I, Bernice D. McKinley , and the person identified as the Agent for the Princip
named in this document and acknowledge my legal duties.
2/7/2017 Beraire D. Mchy
Date Signature
Second Agent Acknowledgment (if applicable)  I,, am the person identified as the Agent for the Princip
named in this document and acknowledge my legal duties.
·

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A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

# AGENT'S CERTIFICATION AS TO THE VALIDITY OF POWER OF ATTORNEY AND AGENT'S AUTHORITY

STATE OF Incliana ) COUNTY OF Lake ) James MSK
granted me authority as Agent for Successor Agent in a power of attorney dated February 1, 2017.
I further certify that to my knowledge:
(1) the Principal is alive and has not revoked the Power of Attorney or my authority to act under the
Power of Attorney and the Power of Attorney and my authority to act under the Power of Attorney have not terminated;
(2) if the Power of Attorney was drafted to become effective upon the happening of an event or contingency, the event or contingency, the event or contingency the event or contingency.
tingency, the event or contingency has occurred and its
(3) if I was named as a Successor Agent, the prior Agent is no longer able or willing to serve.
Agent Signature and Date
the Lake County Recorder:
Printed Name of Agent, Address, and Phone Number
757 Harrison St.
Gary IN 46402
Phone: (219) 302-3868
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and the trothfulness, accuracy, or validity of that document.
On February 7, 2017, 20 pefore me, Patriian Owens-Lee
a Notary Public, personally appeared Bernice D. McKin ley , who proved to me on
the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he she we executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of
that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.
Committee of the control of the cont
Signature of Notary
Signature of Notary  SEAL  Affiant Known Produced ID Type of ID License
Amant rinown riodded ib Type of ib

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## DURABLE POWER OF ATTORNEY - MAJOR GIFTS RIDER AUTHORIZATION TO MAKE MAJOR GIFTS OR OTHER TRANSFERS

made by
<b>CAUTION TO THE PRINCIPAL:</b> This OPTIONAL rider allows you to authorize your Agent to make major gifts or other transfers of your money or other property during your lifetime. Granting any of the following authority to your Agent gives your Agent the authority to take actions which could significantly reduce your property or change how your property is distributed at your death. This Major Gifts Rider does not require your Agent to exercise granted authority, but when he or she exercises this authority, he or she must act according to any instructions you provide, or otherwise in your best interest.
This Major Gifts Rider and the Durable Power of Attorney it supplements must be read together as a single instrument.
Before signing this document authorizing your Agent to make major gifts and other transfers, you should seek legal advice to ensure that your intentions are clearly and properly expressed.  (a) GRANT OF LIMITED AUTHORITY TO MAKE GIFTS:  Granting gifting authority to your Agent gives your Agent the authority to take actions which could significantly reduce your property. If you wish to allow your Agent to make gifts to himself or herself,
you must separately grant that authority in subdivision (c) below.  To grant your Agent the gifting authority provided below, initial the bracket to the left of the authority.
() I grant authority to my Agent to make gifts to my spouse, children and more remote descendants, and parents, not to exceed, for each donee, the annual federal gift tax exclusion amount pursuant to the Internal Revenue Code. For gifts to my children and more remote descendants, and parents, the maximum amount of the gift to each donee shall not exceed twice the gift tax exclusion amount, if my spouse agrees to split gift treatment pursuant to the Internal Revenue Code. This authority must be exercised pursuant to my instructions, or otherwise for purposes which the Agent reasonably deems to be in my best interest.  (b) MODIFICATIONS:  Use this section if you wish to authorize gifts in excess of the above amount, gifts to other beneficiaries, or other types of transfers.
Granting such authority to your Agent gives your Agent the authority to take actions which could significantly reduce your property and/or change how your property is distributed at your death. If you wish to authorize your Agent to make gifts or transfers to himself or herself, you must separately grant that authority in subdivision (c) below.
() I grant the following authority to my Agent to make gifts or transfers pursuant to my instructions, or otherwise for purposes which the Agent reasonably deems to be in my best interest:
<u>· · · · · · · · · · · · · · · · · · · </u>

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### (c) GRANT OF SPECIFIC AUTHORITY FOR AN AGENT TO MAKE MAJOR GIFTS OR OTHER TRANSFERS TO HIMSELF OR HERSELF: (OPTIONAL)

If you wish to authorize your Agent to make gifts or transfers to himself or herself, you must grant that authority in this section. Indicate to which Agent(s) the authorization is granted, and any limitations and guidelines.

() I grant specific authority for transfers to himself or herself:	the following Age	nt(s) to make the	e following ma	ajor gifts or other
(i)	is authorized to t	ransfer mv		to
himself or herself;				
(ii)	_ is authorized to t	ransfer my		to
himself or herself;				
(iii)himself or herself.	bauthorized to cume	ent 18		to
This authority must be exercised Agent reasonably deems to be in	pursuant to my ins	tructions, or oth	erwise for pu	rposes which the
Agent reasonably deems to be in (d) ACCEPTANCE BY THIRD PARTIES I agree to indemnify the third particular reliance on this Major Gifts Rider.	ocument is the RTIES: Lake County by for any claims the	he property  Recorder  at may arise aga	y of ainst the third	party because of
(e) SIGNATURE OF PRINCIPAL In Witness Whereof I have hereun			7, 2017	, 20
PRINCIPAL signs here: ==> Jan	no a motor	les R.		
A Notary Public or other officer comp document to which this certificate is STATE OF <u>Indiana</u>				
COUNTY OF Lake On February 7, 2017	20 before	Re. Patricia	n ownes-Lee	
On <u>February 7, 2017</u> , a Notary Public, personally appear <u>Carmelita Cook</u>	ed <u>James McKing</u> as Witness, and _	nley Jr David King		, as Principal, and , as Witness, who
proved to me on the basis of satisfato the within instrument and acknowled authorized capacity(ies), and that entity upon behalf of which the per	actory evidence to b owledged to me tha by his/her/their sign	oe the person(s) we the/she/they ex nature(s) on the	vhose name(s) ecuted the sai instrument the	is/are subscribed me in his/her/their
I certify under PENALTY OF PERJ that the foregoing paragraph is tru		s of the State of		Y 19 US 1000
WITNESS my hand and official se	al.			EAL
Signature of Notary Affiant Known Produce	ed ID Type of ID $\_$	License	Tool Wi	(Seal)
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#### (f) SIGNATURES OF WITNESSES:

By signing as a Witness, I acknowledge that the Principal signed the Major Gifts Rider in my presence and the presence of the other Witness, or that the Principal acknowledged to me that the Principal's signature was affixed by him or her or at his or her direction. I also acknowledge that the Principal has stated that this Major Gifts Rider reflects his or her wishes and that he or she has signed it voluntarily. I am not named herein as a permissible recipient of major gifts.

2/7/2017 Signature of Witness #1 Carmelita Cook Print Name Document is 2959 W. 11th Ave T OFFICIAL Address This Document is the property of Gary, IN 46404 the Lake County Recorder! City, State, and Zip Signature of Witness #2 Date David King Print Name "I AFFIRM, WINDER THE PENALTIES FOR 2959 W. 11th Ave PERJURY THAT I HAVE TAKEN REASON-ABLE CARE TO REDACT EACH SOCIAL Address SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW!" PREPARED BY: Gary, IN 46404 City, State, and Zip

(g) THIS DOCUMENT PREPARED BY: Bernice D. McKin ley

#### Exhibit "A"

JAMES MEKINLEY
360 GERRY ST
GARY, Ind 46406 Rhoda Brooks
Rhoda Brooks
#10.00
45-07-01-177-026,000-004
LEShwood-ON-WEST-FIFTH ADD. S. 20 ft. of
Lot 147 N. 20 Ft of Lot 148
RhodA BROOKS
Rhoda Brown OFFICEAR!
Rhoda Branis Document is the property of
the Lake County Recorder!
THE PROPERTY OF THE PROPERTY O
WOUND STILL
<del></del>
<del></del>
<del></del>
© SmartLegalForms LF298 Quitclaim Deed 6-15, Pg. 4 o