

Instructions
Durable Power of Attorney for Property

Execute the Forms

1. **Read** your document carefully to be sure that you understand it and agree with what is written.
2. **Initial** next to the X's which mark the choices you made on each page.
3. **Give** your agent the **Notice to Agent** and the **Agent's Certification and Acceptance of Authority**. Agent should read but **NOT** sign these now.
4. **Sign** page 5 of the document in front of a **witness and a notary public**. You and the witness must both sign in front of the notary, who will verify your signatures. The witness must be:
 - a. A mentally competent adult
 - b. NOT your doctor or health care provider
 - c. NOT a person your listed as an agent or successor agent in the document
 - d. NOT a person who helped you write this document
 - e. NOT a close relative of you or your agent or successor agent
5. **OPTIONAL Have agents and successor agents sign** the specimen signature page with you watching them. You do not need to do this for the Power of Attorney to take effect. This step can help others verify the identity of you agent in the future, though. This step does not have to be done right away, you can do this at a later date. **Sign next to your agent's signature** to verify that this is his or her real signature.

Keep them handy

1. **Copy** the document after you have initialed and signed it as instructed above. Make at least two copies of the original.
2. **Give** copies to the people, agencies, and companies that your agent will need to deal with. For example, your bank, your landlord, and any agency from which you get benefits.
3. **Keep** the original signed documents in a safe place.
 - a. If you do not think your agent will need to use the Power of Attorney any time soon, keep the originals yourself, and give your agent a copy. Be sure to tell your agent where to find the original, though.
 - b. If your agent might need to use the Power of Attorney soon, then give your agent the originals and keep a copy for yourself

Use the Power of Attorney

1. Your agent will need to present the **original** power of attorney the first time he or she interacts with any company or service provider on your behalf. If your agent deals with a certain company or agency on a regular basis, they probably will not ask to see the document every time.
2. A company or service provider might ask your agent to sign an **Agent's Certification and Acceptance of Authority** at the time the agent acts on your behalf. This is called **countersigning**. The agent should keep some blank copies to sign as needed.
3. If your agent signs any contracts or other documents for you, he or she should **sign your name**, but may show that it is signed by an agent by writing something like "Penny Principal, by her agent Annie Agent."

NOTICE TO THE INDIVIDUAL SIGNING THE ILLINOIS
STATUTORY SHORT FORM POWER OF ATTORNEY FOR PROPERTY.

PLEASE READ THIS NOTICE CAREFULLY. The form that you will be signing is a legal document. It is governed by the Illinois Power of Attorney Act. If there is anything about this form that you do not understand, you should ask a lawyer to explain it to you.

The purpose of this Power of Attorney is to give your designated "agent" broad powers to handle your financial affairs, which may include the power to pledge, sell, or dispose of any of your real or personal property, even without your consent or any advance notice to you. When using the Statutory Short Form, you may name successor agents, but you may not name co-agents.

This form does not impose a duty upon your agent to handle your financial affairs, so it is important that you select an agent who will agree to do this for you. It is also important to select an agent whom you trust, since you are giving that agent control over your financial assets and property. Any agent who does act for you has a duty to act in good faith for your benefit and to use due care, competence, and diligence. He or she must also act in accordance with the law and with the directions in this form. Your agent must keep a record of all receipts, disbursements, and significant actions taken as your agent.

Unless you specifically limit the period of time that this Power of Attorney will be in effect, your agent may exercise the powers given to him or her throughout your lifetime, both before and after you become incapacitated. A court, however, can take away the powers of your agent if it finds that the agent is not acting properly. You may also revoke this Power of Attorney if you wish.

This Power of Attorney does not authorize your agent to appear in court for you as an attorney-at-law or otherwise to engage in the practice of law unless he or she is a licensed attorney who is authorized to practice law in Illinois.

The powers you give your agent are explained more fully in Section 3-4 of the Illinois Power of Attorney Act. This form is a part of that law. The "NOTE" paragraphs throughout this form are instructions.

You are not required to sign this Power of Attorney, but it will not take effect without your signature. You should not sign this Power of Attorney if you do not understand everything in it, and what your agent will be able to do if you do sign it.

Please place your initials on the following line indicating that you have read this Notice:

Principal's initials _____

**ILLINOIS STATUTORY SHORT FORM POWER OF ATTORNEY
FOR PROPERTY**

POWER OF ATTORNEY made this 1st day of June, 2017.

1. I, _____, of _____, hereby revoke all prior powers of attorney for property executed by me and appoint:

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:

NOTE: You must check the box next to any one or more of the following categories of powers you do not want your agent to have. Failure to indicate the title of any category will cause the powers described in that category to be granted to the agent.

- Real estate transactions.
- Financial institution transactions.
- Stock and bond transactions.
- Tangible personal property transactions.
- Safe deposit box transactions.
- Insurance and annuity transactions.
- Retirement plan transactions.
- Social Security, employment and military service benefits.
- Tax matters.
- Claims and litigation.
- Commodity and option transactions.
- Business operations.
- Borrowing transactions.
- Estate transactions.
- All other property powers and transactions.

NOTE: 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:

NOTE: 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.

3. In addition to the powers granted above, I grant my agent the following powers:

NOTE: 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 revoke or amend any trust specifically referred to below.

My power of attorney shall have the right to make and change insurance beneficiary designations.

My power of attorney shall have the right to pursue bankruptcy on my behalf.

I grant my agent the power to designate a new successor agent if I am under legal disability and my agent believes it is necessary to designate a new successor agent.

I, _____, born on _____, hereby authorize the Social Security Administration to disclose personal information to my agent including but not limited to my Social Security number, benefit amounts, and other information as outlined in a separate Release of Information and Authorization to Represent when I am no longer physically or mentally able to interact with the Social Security Administration on my own. My agents are also authorized to act on my behalf with regards to the Social Security Administration as outlined in the release and authorization.

NOTE: 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 paragraph 4, 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.

NOTE: Your agent will be entitled to reimbursement for all reasonable expenses incurred in acting under this power of attorney. Strike out paragraph 5 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.

NOTE: 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 one or both of paragraphs 6 and 7:

6. This power of attorney shall become effective immediately.

NOTE: Insert a future date or event during your lifetime, such as a court determination of your disability or a written determination by your physician that you are incapacitated, when you want this power to first take effect.

7. This power of attorney shall terminate on my death.

NOTE: Insert a future date or event, such as a court determination that you are not under a legal disability or a written determination by your physician that you are not incapacitated, if you want this power to terminate prior to your death.

NOTE: If you wish to name one or more successor agents, insert the name and address of each successor agent in paragraph 8.

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:

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.

NOTE: If you wish to, you may name your agent as guardian of your estate if a court decides that one should be appointed. To do this, retain paragraph 9, and the court will appoint your agent if the court finds that this 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.

NOTE: This form does not authorize your agent to appear in court for you as an attorney-at-law or otherwise to engage in the practice of law unless he or she is a licensed attorney who is authorized to practice law in Illinois.

11. The Notice to Agent is incorporated by reference and included as part of this form.

Dated: _____

Signed: _____
_____, Principal

NOTE: This power of attorney will not be effective unless it is signed by at least one witness and your signature is notarized, using the form below. The notary may not also sign as a witness.

The undersigned witness certifies that _____, 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. The undersigned witness also certifies that the witness is not:

- (a) the attending physician or mental health service provider or a relative of the physician or provider;
- (b) an owner, operator, or relative of an owner or operator of a health care facility in which the principal is a patient or resident;
- (c) a parent, sibling, descendant, or any spouse of such parent, sibling, or descendant of either the principal or any agent or successor agent under the foregoing power of attorney, whether such relationship is by blood, marriage, or adoption; or
- (d) an agent or successor agent under the foregoing power of attorney.

Dated: _____

Witness: _____

NOTE: Illinois requires only one witness, but other jurisdictions may require more than one witness. If you wish to have a second witness, have him or her certify and sign here:

(Second witness) The undersigned witness certifies that _____, 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. The undersigned witness also certifies that the witness is not:

- (a) the attending physician or mental health service provider or a relative of the physician or provider;
- (b) an owner, operator, or relative of an owner or operator of a health care facility in which the principal is a patient or resident;
- (c) a parent, sibling, descendant, or any spouse of such parent, sibling, or descendant of either the principal or any agent or successor agent under the foregoing power of attorney, whether such relationship is by blood, marriage, or adoption; or
- (d) an agent or successor agent under the foregoing power of attorney.

Dated: _____

Witness: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

The undersigned, a notary public in and for the above county and state, certifies that _____, 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 witness(es) _____ (and _____) 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)).

Dated: _____

Notary Public

My commission expires _____

Additional signatures, notary, and witness on next page

NOTE: 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 signature of my agent is genuine.
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NOTE: The name, address, and phone number of the person preparing this form or who assisted the principal in completing this form should be inserted below.

This document was prepared by: _____,

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:

- do what you know the principal reasonably expects you to do with the principal's property;
- act in good faith for the best interest of the principal, using due care, competence, and diligence;
- keep a complete and detailed record of all receipts, disbursements, and significant actions conducted for the principal;
- 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
- 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:

- act so as to create a conflict of interest that is inconsistent with the other principles in this Notice to Agent;
- do any act beyond the authority granted in this power of attorney;
- commingle the principal's funds with your funds;
- borrow funds or other property from the
- principal, unless otherwise authorized;
- 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:

" _____ by _____ 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.

AGENT'S CERTIFICATION AND ACCEPTANCE OF AUTHORITY

I, _____, certify that the attached is a true copy of a power of attorney naming the undersigned as agent or successor agent for _____.

I certify that to the best of my knowledge the principal had the capacity to execute the power of attorney, is alive, and has not revoked the power of attorney; that my powers as agent have not been altered or terminated; and that the power of attorney remains in full force and effect.

I accept appointment as agent under this power of attorney.

This certification and acceptance is made under penalty of perjury.*

Dated: _____

(Agent's Signature)

*(NOTE: Perjury is defined in Section 32-2 of the Criminal Code of 1961, and is a Class 3 – felony.)

[Attachment]

SECTION 3-4 OF THE STATUTORY SHORT FORM POWER OF ATTORNEY FOR PROPERTY LAW (735 ILCS 45/3-4)

Sec. 3-4. Explanation of powers granted in the statutory short form power of attorney for property.

This Section defines each category of powers listed in the statutory short form power of attorney for property and the effect of granting powers to an agent. When the title of any of the following categories is retained (not struck out) in a statutory property power form, the effect will be to grant the agent all of the principal's rights, powers and discretions with respect to the types of property and transactions covered by the retained category, subject to any limitations on the granted powers that appear on the face of the form. The agent will have authority to exercise each granted power for and in the name of the principal with respect to all of the principal's interests in every type of property or transaction covered by the granted power at the time of exercise, whether the principal's interests are direct or indirect, whole or fractional, legal, equitable or contractual, as a joint tenant or tenant in common or held in any other form; but the agent will not have power under any of the statutory categories (a) through (o) to make gifts of the principal's property, to exercise powers to appoint to others or to change any beneficiary whom the principal has designated to take the principal's interests at death under any will, trust, joint tenancy, beneficiary form or contractual arrangement. The agent will be under no duty to exercise granted powers or to assume control of or responsibility for the principal's property or affairs; but when granted powers are exercised, the agent will be required to use due care to act for the benefit of the principal in accordance with the terms of the statutory property power and will be liable for negligent exercise. The agent may act in person or through others reasonably employed by the agent for that purpose and will have authority to sign and deliver all instruments, negotiate and enter into all agreements and do all other acts reasonably necessary to implement the exercise of the powers granted to the agent.

(a) Real estate transactions. The agent is authorized to: buy, sell, exchange, rent and lease real estate (which term includes, without limitation, real estate subject to a land trust and all beneficial interests in and powers of direction under any land trust); collect all rent, sale proceeds and earnings from real estate; convey, assign and accept title to real estate; grant easements, create conditions and release rights of homestead with respect to real estate; create land trusts and exercise all powers under land trusts; hold, possess, maintain, repair, improve, subdivide, manage, operate and insure real estate; pay, contest, protest and compromise real estate taxes and assessments; and, in general, exercise all powers with respect to real estate which the principal could if present and under no disability.

(b) Financial institution transactions. The agent is authorized to: open, close, continue and control all accounts and deposits in any type of financial institution (which term includes, without limitation, banks, trust companies, savings and building and loan associations, credit unions and brokerage firms); deposit in and withdraw from and write checks on any financial institution account or deposit; and, in general, exercise all powers with respect to financial institution transactions which the principal could if present and under no disability.

(c) Stock and bond transactions. The agent is authorized to: buy and sell all types of securities (which term includes, without limitation, stocks, bonds, mutual funds and all other types of investment securities and financial instruments); collect, hold and safekeep all dividends, interest, earnings, proceeds of sale, distributions, shares, certificates and other evidences of ownership paid or distributed with respect to securities; exercise all voting rights with respect to securities in person or by proxy, enter into voting trusts and consent to limitations on the right to vote; and, in general, exercise all powers with respect to securities which the principal could if present and under no disability.

(d) Tangible personal property transactions. The agent is authorized to: buy and sell, lease, exchange, collect, possess and take title to all tangible personal property; move, store, ship, restore, maintain, repair, improve, manage, preserve, insure and safekeep tangible personal property; and, in general, exercise all powers with respect to tangible personal property which the principal could if present and under no disability.

(e) Safe deposit box transactions. The agent is authorized to: open, continue and have access to all safe deposit boxes; sign, renew, release or terminate any safe deposit contract; drill or surrender any safe deposit box; and, in general, exercise all powers with respect to safe deposit matters which the principal could if present and under no disability.

(f) Insurance and annuity transactions. The agent is authorized to: procure, acquire, continue, renew, terminate or otherwise deal with any type of insurance or annuity contract (which terms include, without limitation, life, accident, health, disability, automobile casualty, property or liability insurance); pay premiums or assessments on or surrender and collect all distributions, proceeds or benefits payable under any insurance or annuity contract; and, in general, exercise all powers with respect to insurance and annuity contracts which the principal could if present and under no disability.

(g) Retirement plan transactions. The agent is authorized 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 retirement plan; make rollover contributions from any retirement 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.

(h) Social Security, unemployment and military service benefits. The agent is authorized 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 which the principal could if present and under no disability.

(i) Tax matters. The agent is authorized to: sign, verify and file all the principal's federal, state and local income, gift, estate, property and other tax returns, including joint returns and declarations of estimated tax; pay all taxes; claim, sue for and receive all tax refunds; examine and copy all the principal's tax returns and records; represent the principal before any federal, state or local revenue agency or taxing body and sign and deliver all tax powers of attorney on behalf of the principal that may be necessary for such purposes; waive rights and sign all documents on behalf of the principal as required to settle, pay and determine all tax liabilities; and, in general, exercise all powers with respect to tax matters which the principal could if present and under no disability.

(j) Claims and litigation. The agent is authorized to: institute, prosecute, defend, abandon, compromise, arbitrate, settle and dispose of any claim in favor of or against the principal or any property interests of the principal; collect and receipt for any claim or settlement proceeds and waive or release all rights of the principal; employ attorneys and others and enter into contingency agreements and other contracts as necessary in connection with litigation; and, in general, exercise

all powers with respect to claims and litigation which the principal could if present and under no disability.

(k) Commodity and option transactions. The agent is authorized 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.

(l) Business operations. The agent is authorized to: organize or continue and conduct any business (which term includes, without limitation, any farming, manufacturing, service, mining, retailing or other type of business operation) in any form, whether as a proprietorship, joint venture, partnership, corporation, trust or other legal entity; operate, buy, sell, expand, contract, terminate or liquidate any business; direct, control, supervise, manage or participate in the operation of any business and engage, compensate and discharge business managers, employees, agents, attorneys, accountants and consultants; and, in general, exercise all powers with respect to business interests and operations which the principal could if present and under no disability.

(m) Borrowing transactions. The agent is authorized to: borrow money; mortgage or pledge any real estate or tangible or intangible personal property as security for such purposes; sign, renew, extend, pay and satisfy any notes or other forms of obligation; and, in general, exercise all powers with respect to secured and unsecured borrowing which the principal could if present and under no disability.

(n) Estate transactions. The agent is authorized to: accept, receipt for, exercise, release, reject, renounce, assign, disclaim, demand, sue for, claim and recover any legacy, bequest, devise, gift or other property interest or payment due or payable to or for the principal; assert any interest in and exercise any power over any trust, estate or property subject to fiduciary control; establish a revocable trust solely for the benefit of the principal that terminates at the death of the principal and is then distributable to the legal representative of the estate of the principal; and, in general, exercise all powers with respect to estates and trusts which the principal could if present and under no disability; provided, however, that the agent may not make or change a will and may not revoke or amend a trust revocable or amendable by the principal or require the trustee of any trust for the benefit of the principal to pay income or principal to the agent unless specific authority to that end is given, and specific reference to the trust is made, in the statutory property power form.

(o) All other property powers and transactions. The agent is authorized to: exercise all possible powers of the principal with respect to all possible types of property and interests in property, except to the extent the principal limits the generality of this category (o) by striking out one or more of categories (a) through (n) or by specifying other limitations in the statutory property power form.

SOCIAL SECURITY ADMINISTRATION
CONSENT FOR RELEASE OF INFORMATION & AUTHORIZATION TO REPRESENT

TO: The Social Security Administration

I, _____, hereby authorize the Social Security Administration to release information or records about me to:

NAME

ADDRESS

I want this information released to the above-named individuals so they may act on my behalf and as my representatives/agents with regards to the Social Security Administration when I am not physically or mentally able to interact with the Administration on my own behalf, my minor children's behalf, individuals for whom I am representative payee's behalf, or individuals for whom I am legal guardian's behalf. I hereby authorize the release of the following information:

- * Social Security number
- * Identifying information (including date, place of birth, parents' names, children's names)
- * Monthly Social Security benefit amount
- * Monthly Supplemental Security Income payment amount
- * Information about benefits/payments I received from eligibility to present
- * Information about my Medicare claim/coverage from eligibility to present
- * Medical records and information (including my HIV/AIDS diagnoses/treatment, mental health diagnoses/treatment, and drugs and alcohol treatment)
- * Identifying information of other individuals receiving benefits under my record (including my children's, spouse's, and parents' names, benefit amounts, and length of time they have received benefits)
- * Overpayment and repayment information
- * Information regarding work attempts (including places of employment, amount of money earned, dates of employment, reports submitted regarding work activity, etc.)

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:

I specifically authorize the above-named individuals to act as my representatives/agents with regards to the Social Security Administration so that the above-named individuals may negotiate Social Security Administration or Supplemental Security Income checks on my behalf. The above-named individuals are also authorized to apply for benefits, appeal denials and overpayments, complete paperwork, and report changes in circumstances to the Administration on my behalf.

