

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

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**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**

1. I, of , Illinois hereby revoke all prior Powers of Attorney for property executed by me and appoint: (Agent) of , 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 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, including, but not limited to contract, title, and any and all related transaction documents for the sale and closing of properties, both titled in my name and the name of my Trust.
- b. Financial Institution transactions and to execute a financial institution's Power of Attorney.
- c. Stock and Bond transactions.
- d. Tangible personal property transactions.
- e. Safe Deposit Box transactions.
- f. Insurance and Annuity transactions.
- g. Social Security, Employment and Military Service Benefits.
- h. Tax Matters.
- i. Commodity and Option transactions.
- j. Business Operations and Business Succession Agreements.
- k. Borrowing transactions.
- l. Estate transactions.
- m. Use, open, close or inquire about credit cards;
- n. Obtain, open, read, respond to and redirect U.S. Mail;
- o. Deal with the Internal Revenue Service and local taxing agencies, including, but not limited to, signing returns, signing the IRS Power of Attorney Form, receiving and depositing refund checks, etc.
- p. Enter into Reverse Mortgages;
- q. Enter into caregiver agreements;
- r. Create Inter Vivos Trusts;
- s. Establish Special Needs Trusts (OBRA or Pooled Trusts)

- t. Apply for, continue, or terminate any benefits from any state or federal government or agency or department thereof, including but not limited to Social Security, VA, Medicare, and Medicaid;
- u. Hire Agents, Attorneys, Accountants, Financial Advisors; and compensate them;
- v. Establish, contribute to, convert and Roll Over Retirement Plans;
- w. Claims and Litigation;
- x. All other property transactions;
- y. Power to Act as Digital Fiduciary. Agent hereby grants the Trustee the maximum authority and powers permitted under relevant federal and state law over Digital Accounts and Digital Assets, including, without limitation, the power to access and control, manage, deactivate, or delete any digital asset owned by Trustor during Trustors life and any digital account to which Trustor had access during Trustors life. This declaration is intended to be Trustors consent and authorization under the Electronic Communications Privacy Act of 1986, the Computer Fraud and Abuse Act of 1986 and all other state and federal data privacy and relevant criminal laws, including, but not limited to the Revised Uniform Fiduciary Access to Digital Assets Act. For purposes of this section, Digital Asset means an electronic record in which I have a right or interest and may include data, files, documents, audio, video, images, sounds, social media content, social networking content, apps, codes, credit card points, travel-related miles and points, computer source codes, computer programs, software, software licenses, databases, or the like, which are created, generated, or stored by electronic means. The term Digital Asset and the rights regarding Digital Assets granted herein [specifically includes the content of electronic communications as defined in 18 U.S.C. § 2510(12)] and does not include an underlying asset or liability unless the asset or liability is itself an electronic record. For purposes of this definition, "electronic" means relating to technology having electrical, digital, magnetic, wireless, optical, electromagnetic, or similar capabilities, and "record" means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form. For purposes of this section, Digital Account means an arrangement under a terms-of-service agreement in which a custodian either carries, maintains, processes, receives, or stores Digital Assets, or provides goods or services for the principal.

**(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.)

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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.)

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**(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 & 7)

6. ( ) This Power of Attorney shall become effective on \_\_\_\_\_ (Choice of date /circumstance)

**(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 \_\_\_\_\_

**(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:

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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 document.

Dated: \_\_\_\_\_,

Signed \_\_\_\_\_  
(Principal Name)

**(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.)

## Witness Statement

The undersigned witness certifies that (principal), known to me to be the same person whose name is subscribed as Principal to the foregoing Financial Power of Attorney, appeared before me and the Notary Public and acknowledged signing, while the Principal was physically present in the State of Illinois, and delivering the instrument as the free and voluntary act of the Principal, for the uses and purposes therein set forth. I believe the Principal 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.

Signature	Print Name
Date:	
Address:	

**(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:)

Signature	Print Name
Date:	
Address:	

**NOTE:** You may, but are not required to, notarize your executed Power of Attorney, request your Agent and Successor Agents to provide specimen signatures, and identify the name, if any, of the preparer who assisted you in completing this form, as provided below. If you include specimen signatures in this Power of Attorney, you must complete the certification opposite the signatures of the Agents; you may also have the notary certify the correctness of Agent signatures.)



## NOTICE TO AGENT

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

As Agent you must:

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

As Agent you must not do any of the following:

- (1) act so as to create a conflict of interest that is inconsistent with the other principles in this Notice to Agent;
- (2) do any act beyond the authority granted in this Power of Attorney;
- (3) commingle the Principal's funds with your funds;
- (4) borrow funds or other property from the Principal, unless otherwise authorized;
- (5) continue acting on behalf of the Principal if you learn of any event that terminates this Power of Attorney or your authority under this Power of Attorney, such as the death of the Principal, your legal separation from the Principal, or the dissolution of your marriage to the Principal.

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

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

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

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.