

# REAL ESTATE POWER OF ATTORNEY

In the power of attorney outlined below, another person (referred to as your agent) is authorized to make decisions related to your property and other affairs on your behalf (you as the principal). This authority remains in effect whether or not you're able to make decisions due to incompetence or incapacity.

Note: The agent doesn't have the authority to make medical decisions on your behalf.

Within this document, there's a provision for a single agent and a successor agent. If you'd like to appoint a second (also known as a successor agent) or a co-agent, you may do so using the special instructions. The co-agent is not required to work with the primary agent unless it's stated in the special instructions. The secondary agent doesn't have authority until the primary agent is unwilling or unable to act on your behalf.

## DESIGNATION OF AGENT

On the \_\_\_ day of \_\_\_\_\_, 20\_\_\_ I, \_\_\_\_\_ (principal) of \_\_\_\_\_ [Address] and Date of birth \_\_\_\_\_, authorize \_\_\_\_\_ of \_\_\_\_\_ [Address], as my agent (attorney-in-fact) to act for me and in my name according to the instructions in the document below. If the primary agent named above is unable to act on my behalf or unwilling to act on my behalf, then \_\_\_\_\_ of \_\_\_\_\_ [Address] will be my successor agent.

This power of attorney is in respect to the real property located at \_\_\_\_\_ (full address) with the legal description \_\_\_\_\_.

## AUTHORITY GRANTED

The Principal, being of sound mind and body, grants the agent the authority listed below (initial all powers granted). If the agent is unavailable or unwilling to perform the duties specified then the authority is granted to the successor agent.

\_\_\_ **The authority to purchase real property.** The agent may act with my authority to purchase the real property described above. This includes but is not limited to negotiating the purchase price, signing documents, securing financing, making payments through my account, and otherwise ensuring the transaction goes through.

\_\_\_ **The authority to sell real property.** The agent may act with my authority to sell the real property described above. This includes but is not limited to finding a buyer, negotiating the purchase price, signing documents, and otherwise ensuring the transaction goes through.

\_\_\_ **The authority to manage real property.** The agent may act on my behalf to manage the real property described above. These duties and responsibilities may include, but are not explicitly limited to executing relevant agreements, sourcing contractors to make repairs or renovations, establish and negotiate leases, pay taxes, pay for insurance, and other relevant activities required to properly manage the real property.

\_\_\_ **The authority to refinance real property.** The Agent may act on my behalf to refinance the real property described above. This authority includes but may not be limited to choosing the proper company to refinance, negotiate and settle on the terms of financing, grant access to the home for appraisals, provide the necessary documents for confirmation, execute any relevant contracts and agreements, withdraw, transfer, or collect the funds, and any other relevant activities required to successfully refinance the property.

**SPECIAL INSTRUCTIONS (OPTIONAL)**

This area is available for you to add special instructions that may increase or decrease the authority of your agents. If there are no special instructions then you may leave this place blank or add the word 'NIL'.

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**EFFECTIVE DATE**

This power of attorney is effective when the condition that carries my initials has been met.

\_\_\_ Immediately the power of attorney has been executed

\_\_\_ On the \_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_ Other \_\_\_\_\_

**LIMITATION ON AGENT'S AUTHORITY**

Please note that if an agent is not my spouse, descendant, or beneficiary of my estate, they do NOT have the authority to use my resources, property, or assets to benefit themselves or another person that the

agent is supporting. The only time that the agent may use the aforementioned resources is if I have included that authority in the special instructions.

**TERMINATION**

Unless stated otherwise in the special instructions above, this power of attorney will be terminated when the condition with my initials below has been fulfilled. (initial one)

\_\_\_ On the \_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_ When I fill a power of attorney revocation and duly execute it

\_\_\_ When I create a new real estate power of attorney

\_\_\_ When the activities as stipulated in the 'Authority Granted' section have been completed

\_\_\_ Upon my incapacitation or incompetence as proven by a written notice from my attending physician.

**AUTHORITY OF AGENT**

Any individual or organization that deals with the agent appointed in this document may, with complete certainty, depend on the authority of said agent that has been granted in this power of attorney. Furthermore, no person that acts in good faith in accordance with my agent based on the authority granted herein or the representations made by my agent shall incur additional liability to me or my estate as a result of the act carried out in good faith. Furthermore, I acknowledge and confirm whatever lawful action my agent may take as a result of this instrument.

**RELIANCE ON THIS POWER OF ATTORNEY**

Anyone, which includes my agent, can rely upon and be assured of the validity of this power of attorney as well as a copy of this power of attorney unless they parties know it has been revoked or otherwise been rendered invalid.

**SIGNATURE AND ACKNOWLEDGEMENT**

\_\_\_\_\_  
Signature of Principal

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name Printed

\_\_\_\_\_

Address

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Telephone Number

We, serving as witnesses, each declare that the principal signed and executed this instrument in our presence. The principal signed it in their right state of mind, to our knowledge is eighteen years of age or older, and willingly signed without undue pressure, influence, or duress. We each sign this power of attorney as witnesses at the request of the principal while the principal is present.

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**Witness's Signature**

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Address

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**Witness's Signature**

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Address

# Notary Acknowledgement

State of \_\_\_\_\_

County of \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_ before me, \_\_\_\_\_ (name and title of officer), personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose names are subscribed within the instrument and acknowledged to me that they executed the same in their authorized capacity(ies), and that by 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.

Signature \_\_\_\_\_

(Seal)

Print Name \_\_\_\_\_