

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

NAME

ADDRESS

CITY
STATE & ZIP

APN NO.

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**SPECIAL POWER OF ATTORNEY
(Durable)**

NOTICE TO PERSONS EXECUTING THIS DOCUMENT

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 document gives 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 acknowledgement 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 will 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.

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

By acting or agreeing to act as the agent (attorney-in-fact) under this power of attorney you assume the fiduciary and other legal responsibilities of an agent. These responsibilities include: 1. The legal duty to act solely in the interest of the principal and to avoid conflicts of interest. 2. The legal duty to keep the principal's property separate and distinct from any other property owned or controlled by you. You may not transfer the principal's property to yourself without full and adequate consideration or accept a gift of the principal's property unless this power of attorney specifically authorizes you to transfer property to yourself or accept a gift of the principal's property. If you transfer the principal's property to yourself without specific authorization in the power of attorney, you may be prosecuted for fraud and/or embezzlement. If the 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 under Penal Code Section 368. In addition to criminal prosecution, you may also be sued in civil court. I have read the foregoing notice and I understand the legal and fiduciary duties that I assume by acting or agreeing to act as the agent (attorney-in-fact) under the terms of this power of attorney.

Date: _____

(Signature of agent)

(Print name of agent)

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.

State of California

County of _____

On _____ before me, _____, Notary Public, personally appeared _____, 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/they 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

TO WHOM IT MAY CONCERN:

I, _____ (the principal), the undersigned (jointly and severally, if more than one) hereby make, constitute and appoint (the agent) my true and lawful attorney in fact for me and in my name, place and stead:

1. To manage, control, lease, sublease, and otherwise act concerning the principal's interest in the real property described in this instrument; to collect receive rents or income therefrom: pay taxes, charges, and assessments on the same; repair, maintain, protect, preserve, alter, and improve the same; commit the principal's resources and contract on the principal's behalf regarding the same; and do all things necessary or expedient to be done in the agent's judgment in connection with the property.

2. To grant, exchange, convey, sell, transfer, mortgage, deed in trust, borrow, encumber, hypothecate, pledge, and otherwise deal in the real property described in this instrument and to execute such instruments as the agent considers proper, specifically including but not limited to the power to:

(a) Represent the principal in negotiations for the sale of the real property described in this instrument, including but not limited to entering into listing agreements with brokers or other agents regarding such sale.

(b) Execute, acknowledge and deliver contracts of sale, escrow instructions, deeds, covenants, agreements, assignments or agreements, and all other documents needed with respect to the sale of the real property described in this instrument.

3. Without limiting the generality of the foregoing, generally to do, execute, and perform any other act, deed, matter, or thing, that in the agent's opinion ought to be done, executed, or performed in conjunction with this power of attorney, of every kind and nature, as fully and effectively as the principal could if personally present. This power of attorney shall not be affected by the principal's subsequent incapacity.

This power of attorney is granted for a limited period of time, becoming effective on _____, and terminating on _____.

The principal does hereby ratify and confirm all that the agent shall do, or cause to be done by virtue of this power of attorney.

The property affected by this limited power of attorney is that real property:

In _____, County of _____, State of California, commonly known as _____; more particularly described on **Exhibit A attached hereto** and incorporated by reference in this instrument.

IN WITNESS WHEREOF, the principal has signed this special power of attorney on _____ .

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.

STATE OF CALIFORNIA }SS.

COUNTY OF _____ }

On _____ before me, _____, Notary Public, personally appeared _____, 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/they 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "A" LEGAL DESCRIPTION

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT " A " AND MADE A PART HEREOF