

# REAL ESTATE POWER OF ATTORNEY

**I. DATE.** This Real Estate Power of Attorney ("Power of Attorney") has been made on \_\_\_\_\_, 20\_\_\_\_ ("Effective Date").

**II. APPOINTMENT.** This Power of Attorney is between the following:

Principal: I, \_\_\_\_\_, the "Principal", with a mailing address of \_\_\_\_\_, hereby appoint:

Agent: \_\_\_\_\_, with a mailing address of \_\_\_\_\_ ("Agent").

**III. 2<sup>ND</sup> AGENT.** If the above Agent cannot serve, I hereby appoint: (Check one)

- No Alternate Agent.

- An Alternate Agent: \_\_\_\_\_, with a mailing address of \_\_\_\_\_ ("2<sup>ND</sup> Agent").

**IV. REAL ESTATE.** This Power of Attorney is in reference to the following described real property: \_\_\_\_\_ ("Real Estate").

**V. POWERS APPOINTED.** The Principal hereby grants and offers the following powers to the Agent and, if the Agent cannot serve, any Alternate Agent: (Initial and Check where applicable)

\_\_\_\_  - **Sale of Real Estate.** I delegate the power to act on my behalf for the purpose of selling the Real Estate. This may include, but not be limited to, negotiating, executing, modifying, and delivering all documents necessary to complete the transaction as well as accepting the closing proceeds for deposit into my account which has been previously disclosed to my agent.

\_\_\_\_  - **Purchase of Real Estate.** I delegate the power to act on my behalf for the purpose of purchasing the Real Estate. This may include, but not be limited to, negotiating, executing, modifying, and delivering all documents necessary to complete the financing and purchase of the property as well as to withdraw and disburse funds necessary for the closing from my account which I have previously disclosed to my Agent.

\_\_\_\_  - **Management of Real Estate.** I delegate the power to act on my behalf for the purpose of managing the Real Estate. This may include, but not be limited to, making repairs (with reimbursement), approving sub-contractors for work, negotiating rents, signing lease/sublease agreements, evicting tenants and any other representation as needed for day-to-day management of the Real Estate.

\_\_\_\_  - **Financing of Real Estate.** I delegate the power to act on my behalf for the purpose of financing the Real Estate. This may include, but not be limited to, modifying, executing, and delivering all documents necessary to complete the

financing as well as to withdraw and disburse funds necessary from my account which I have previously disclosed to my agent.

**VI. TERM.** This Power of Attorney shall begin on the Effective Date and shall continue until: (Initial and Check one option)

\_\_\_\_  - The **End Date** of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_  - The **Principal's incapacitation** or when the Principal can no longer think for themselves. (non-durable).

\_\_\_\_  - The **Principal's death or revocation.**

**VII. DURABLE.** In the event the Principal is shown to have a mental disability, incapacitated, or not able to think for themselves, this Power of Attorney: (Initial and Check one option)

\_\_\_\_  - Shall **No Longer** be valid. This Power of Attorney is non-durable and shall be revoked immediately upon the Principal's incapacitation.

\_\_\_\_  - Shall **Remain** valid. This Power of Attorney is durable and shall not be revoked upon the Principal's incapacitation.

**VIII. GOVERNING LAW.** This Power of Attorney shall be governed by the laws located in the State of \_\_\_\_\_ ("Governing Law").

In accordance with Governing Law, I, the Principal, hereby revoke any other Power of Attorney related specifically to the Real Estate mentioned in Section IV with the Agent, and any Alternate Agent, as the only persons allowed to act in my presence for such matters.

**IX. EXECUTION.** As required under the Governing Law, this Power of Attorney shall be signed under: (Initial and Check where applicable)

\_\_\_\_  - Notary Public

\_\_\_\_  - One (1) Witness

\_\_\_\_  - Two (2) Witnesses

Principal Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**NOTARY ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_, ss.

On this day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, as Principal of this Power of Attorney who proved to me through government issued photo identification to be the above-named person, in my presence executed the foregoing acceptance of appointment and acknowledged that (s)he executed the same as his/her free act and deed.

\_\_\_\_\_  
Notary Public

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

My commission expires: \_\_\_\_\_

**WITNESS ACKNOWLEDGMENT**

I/We, the witness(es), each do hereby declare in the presence of the Principal that the Principal signed and executed this instrument in my/our presence, and that the Principal signed it willingly, and that each witness hereby signs this Power of Attorney as witness at the request of the Principal and in the Principal's presence, and that, to the best of knowledge, the Principal is at least eighteen (18) years of age, of sound mind, and under no constraint or undue influence.

\_\_\_\_\_  
**1<sup>st</sup> Witness Signature**

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
**2<sup>nd</sup> Witness Signature (if any)**

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

\_\_\_\_\_  
Address