

# WEST VIRGINIA REAL ESTATE POWER OF ATTORNEY

Pursuant to § 39B-2-104

I, \_\_\_\_\_ [Full Name], of \_\_\_\_\_  
[Street Address] in the City of \_\_\_\_\_, State of \_\_\_\_\_  
(the "Principal") hereby appoint \_\_\_\_\_ [Full Name], of  
\_\_\_\_\_ [Street Address] in the City of  
\_\_\_\_\_, State of \_\_\_\_\_ (the "Agent") to act on my  
behalf for the purpose set forth in Article I below (**Initial** and **Check** the Applicable  
Types):

## Article I. Assignment of Authority

\_\_\_\_\_  - **Sale of Real Estate:** My agent is authorized to act in my behalf for the  
purpose of selling the lands and premises located at  
\_\_\_\_\_ and with a legal description of  
\_\_\_\_\_. My agent is authorized to perform any  
and all acts related to such sale, including, but not limited to, executing, modifying and  
delivering any and 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:** My agent is authorized to act in my behalf for the  
purpose of purchasing the lands and premises located at  
\_\_\_\_\_ and with a legal description of  
\_\_\_\_\_. My agent is authorized to perform any  
and all acts related to such purchase, including, but not limited to the financing and  
mortgaging of the property. My agent is authorized to execute, modify and deliver any  
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:** My agent is authorized to act on my behalf  
for the purpose of managing the premises located at  
\_\_\_\_\_ and with a legal description of  
\_\_\_\_\_. My agent is authorized to perform all acts  
related to maintaining the property such as but not 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.

\_\_\_\_\_  - **Refinancing:** My agent is authorized to act in my behalf for the purpose of refinancing my debts, including, but not limited to any debts secured by a mortgage on the lands and premises located at \_\_\_\_\_ and with a legal description of \_\_\_\_\_. My agent is authorized to perform any and all acts related to such refinancing, including but not limited to, modifying, executing and delivering any and all documents necessary to complete the refinancing as well as to withdraw and disburse funds necessary to complete the refinancing from my account which I have previously disclosed to my agent.

## Article II. Durable Power of Attorney

This power of attorney shall not be affected by the Principal's subsequent disability or incapacity unless otherwise stated in Article III(b).

## Article III. Term

(Initial and Check the Applicable Term):

- a. \_\_\_\_\_  - This power of attorney is effective as of the date hereof and shall terminate upon revocation or automatically on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.
- b. \_\_\_\_\_  - (**Non-Durable Option**) This power of attorney is effective as of the date hereof and shall terminate upon my incapacity, or death, or revocation.
- c. \_\_\_\_\_  - This power of attorney is effective as of the date hereof and shall terminate upon my death or revocation.

## Article IV. Ratification

I, the Principal, grant to my Agent full power and authority to perform all acts on my behalf as I could do if personally present, hereby ratifying and confirming all that my Agent may do pursuant to this power.

## Article V. Governing Law

This Note shall be governed by, and construed in accordance with, the laws of the State

of West Virginia.

## Article VI. Revocation

I, the Principal, hereby revoke any existing powers of attorney that may have previously been granted by me relative to the above described property.

In witness whereof, I have executed this instrument this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

**Principal's Signature** \_\_\_\_\_ **Print Name** \_\_\_\_\_

**Agent's Signature** \_\_\_\_\_ **Print Name** \_\_\_\_\_

### Affirmation by Witness 1

I, \_\_\_\_\_, witnessed the execution of this Power of Attorney by the Principal, and I affirm that the Principal appeared to me to be of sound mind, was not under duress, and the Principal affirmed to me that he/she was aware of the nature of this Power of Attorney and signed it freely and voluntarily.

Witness 1 Signature \_\_\_\_\_

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

### Affirmation by Witness 2

I, \_\_\_\_\_, witnessed the execution of this Power of Attorney by the Principal, and I affirm that the Principal appeared to me to be of sound mind, was not under duress, and the Principal affirmed to me that he/she was aware of the nature of this Power of Attorney and signed it freely and voluntarily.

Witness 2 Signature \_\_\_\_\_

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

## NOTARY ACKNOWLEDGMENT

STATE OF \_\_\_\_\_

\_\_\_\_\_ County, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared

\_\_\_\_\_, as the Principal who proved to me through government issued photo identification to be the above-named person, in my presence executed foregoing instrument and acknowledged that (s)he executed the same as his/her free act and deed.

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

Print Name: \_\_\_\_\_ My commission expires: \_\_\_\_\_

## Acceptance by Agent

The undersigned Agent acknowledges and executes this Power of Attorney, and by such execution does hereby affirm that I: (A) accept the appointment as agent; (B) understand the duties under the Power of Attorney and under the law.

**Agent's Signature** \_\_\_\_\_ **Print Name** \_\_\_\_\_