This instrument prepared by:
Name: _____
Address: _____
After recording, return to:
Name: _____
Address: _____

(Space reserved for recording use only)

LIMITED POWER OF ATTORNEY

For Real Estate Transaction | Single Identified Property

1. PRINCIPAL AND ATTORNEY-IN-FACT. I, _____ ("Principal"), residing at _____ (street, city, State of _____, ZIP), hereby appoint _____ ("Attorney-in-Fact"), whose address is _____ (street, city, State of _____, ZIP), as my true and lawful attorney-in-fact, for the limited purposes stated in this instrument and no others.

2. IDENTIFIED PROPERTY. This Limited Power of Attorney applies solely to the following real property (the "Property"): Street address: _____, City: _____, County: _____, State of _____, ZIP: _____. Parcel / Tax ID: _____. Legal description (attach as Exhibit A if lengthy):

_____

3. GRANT OF LIMITED AUTHORITY. I grant my Attorney-in-Fact full power and authority to act in my name, place, and stead with respect to the Property, but only as to the powers initialed or checked below (check all that apply):

□ (a) To negotiate, execute, amend, and terminate purchase and sale agreements, addenda, and assignments concerning the Property;

□ (b) To execute, acknowledge, and deliver deeds and other instruments of conveyance concerning the Property;

□ (c) To execute closing and settlement documents of every kind, including settlement statements and closing disclosures;

□ (d) To execute and amend escrow instructions and to direct any escrow or closing agent concerning the Property;

□ (e) To receive, endorse, and deposit funds, checks, and wire transfers payable to me in connection with the transaction;

□ (f) To request and receive loan payoff statements, reinstatement figures, lien information, and title

information;

□ (g) To execute affidavits, certifications, transfer declarations, and transfer tax returns required to close the transaction;

□ (h) Other (describe): _____

4. LIMITATION OF AUTHORITY. My Attorney-in-Fact has no authority to act for me in any matter other than the transaction concerning the Property, may not make gifts of my property, and may not act on any other property I own. Any act beyond the powers checked in Section 3 is unauthorized and void.

5. EFFECTIVE DATE AND TERMINATION. This Limited Power of Attorney is effective as of _____, 20____, and terminates automatically upon (check one): □ _____, 20 ____ (stated termination date); or □ the recording of a deed conveying the Property; and in all events upon my written revocation or my death.

6. DURABILITY ELECTION. (Check one.) □ **NOT DURABLE:** this power of attorney TERMINATES automatically if I become incapacitated or disabled. □ **DURABLE:** this power of attorney is not affected by my subsequent incapacity or disability, to the extent permitted by the laws of the State of _____.

7. REVOCATION. I may revoke this instrument at any time by delivering a signed written revocation to my Attorney-in-Fact and to any third party known to be relying on it; if this instrument has been recorded, the revocation should be recorded in the same office. Revocation is not effective as to a third party until that party has actual notice of it.

8. THIRD-PARTY RELIANCE. Any person, title company, escrow or closing agent, lender, or governmental office may rely on this instrument, or a photocopy or electronic copy of it, as fully as on the original, and may accept the acts of my Attorney-in-Fact within its scope without further inquiry. No person relying on it in good faith before actual notice of revocation or termination shall incur liability to me or my estate, and I agree to hold any such person harmless.

9. RATIFICATION. I ratify and confirm all lawful acts done by my Attorney-in-Fact within the scope of this instrument, and such acts bind me, my heirs, personal representatives, successors, and assigns as fully as if I had performed them personally. My Attorney-in-Fact shall act in good faith and in my best interest and, unless stated otherwise, serves without compensation but may be reimbursed for reasonable expenses.

10. GOVERNING LAW. This instrument is governed by the laws of the State of _____, and is intended to be recordable if recording is required by the closing agent, title company, or recording office.

NOTICE TO PRINCIPAL: This document gives the person you designate broad powers to act for you in the real estate transaction identified above. Read it carefully. It does not authorize anyone to make medical or other decisions for you. You may revoke it at any time as provided in this document.

SIGNATURE OF PRINCIPAL. IN WITNESS WHEREOF, I have signed this Limited Power of Attorney on _____, 20____.

_____ _____

PRINCIPAL signature Date PRINCIPAL printed name

ACCEPTANCE BY ATTORNEY-IN-FACT. I accept this appointment and agree to act within the scope of the powers granted.

ATTORNEY-IN-FACT specimen signature Date

ATTORNEY-IN-FACT printed name

WITNESSES. Some states require witnesses in addition to notarization; complete as required where signed.

WITNESS 1 signature Date

WITNESS 1 printed name and address

WITNESS 2 signature Date

WITNESS 2 printed name and address

NOTARY ACKNOWLEDGMENT. State of _____, County of _____.

On this _____ day of _____, 20____, before me, _____, a Notary Public in and for said State and County, personally appeared _____, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the foregoing Limited Power of Attorney, and acknowledged to me that he/she executed the same voluntarily for the purposes stated in it. WITNESS my hand and official seal.

Notary Public signature and printed name

My commission expires: _____

(Notary seal / stamp area)