

DURABLE POWER OF ATTORNEY FOR REAL ESTATE TRANSACTION

The undersigned, _____, whose address is _____, does hereby constitute and appoint _____, whose address is _____ to be undersigned's true and lawful attorney for and in name, place, and stead for the undersigned to do and perform all and every act as if the undersigned were personally present with full power of substitution and revocation, hereby ratifying and confirming all that said attorney in fact does, including the following:

SALE

Initial	1. Contract for the sale and conveyance of the property described below upon such terms and conditions as my said attorney-in-fact shall deem appropriate. This includes, but is not limited to, executing any and all closing documents, listing agreements, purchase agreements, deeds, the RESPA statement, Vendee-Vendor affidavit, closing statements and releases regarding the property described below.
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PURCHASE OR MORTGAGE

Initial	2. Contract for the purchase of the property described below upon such terms and conditions as my said attorney-in-fact shall deem appropriate, execute any and all mortgage application documents, execute any and all mortgage closing documents, including but not limited to the note and the mortgage, the RESPA statement, and execute any and all documents associated with the closing of the property described below, including but not limited to, closing statements, escrow agreements, and releases.
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Third parties may rely upon the representation of my agent as to all matters relating to any power granted to my agent, and no person who may act in reliance upon the representation of my agent or the authority granted to my agent shall incur any liability to me or my estate as a result of permitting my agent to exercise any power, and for the purpose of inducing third parties to rely on this power of attorney. I warrant that, if this power of attorney is revoked by me or otherwise terminated, I will indemnify and save such third party harmless from any loss suffered of liability incurred by such third party in good faith reliance on the authority of my agent prior to such third party's actual knowledge of revocation or termination of this power of attorney whether such termination is by operation of law or otherwise. This warranty shall bind my heirs, devisees and personal representatives.

This power of attorney is not affected by the principal's subsequent disability or incapacity, or by the lapse of time.

(Attached to and becoming a part of the Durable Power of Attorney for Real Estate Transaction dated _____)

The Property for which this Power of Attorney is granted is described as:

SEE ATTACHED EXHIBIT "A" FOR COMPLETE LEGAL DESCRIPTION

Commonly known as: _____

Tax Item No.: _____

State of _____)

County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
_____, by _____.

Notary Public
County

My commission expires: _____

(Attached to and becoming a part of the Durable Power of Attorney for Real Estate Transaction dated _____)

Acknowledgment of Duties under a Durable Power of Attorney

I, _____, have been appointed as the attorney in fact for _____, the principal, under a durable power of attorney dated _____. By signing this document, I acknowledge that if and when I act as attorney in fact, all of the following apply:

1. Except as provided in the durable power of attorney, I must act in accordance with the standards of care applicable to fiduciaries acting under durable powers of attorney.
2. I must take reasonable steps to follow the instructions of principal.
3. On the request of principal, I must keep principal informed of my actions. I must provide an accounting to principal on the request of the principal, to a guardian or conservator appointed on behalf of principal on the request of that guardian or conservator, or pursuant to judicial order.
4. I cannot make a gift from principal's property, unless provided for in the durable power of attorney or by judicial order.
5. Unless provided in the durable power of attorney or by judicial order, I, while acting as attorney in fact, will not create an account or other asset in joint tenancy between the principal and me.
6. I must maintain records of my transactions as attorney in fact, including receipts, disbursements, and investments.
7. I may be liable for any damage or loss to principal, and may be subject to any other available remedy, for a breach of fiduciary duty owed to the principal. In the durable power of attorney, the principal may exonerate me of any liability to the principal for a breach of fiduciary duty except for actions committed by me in bad faith or with reckless indifference. An exoneration clause is not enforceable if inserted as the result of my abuse of a fiduciary or confidential relationship to the principal.
8. I may be subject to civil or criminal penalties if I violate my duties to principal.

Dated: _____	_____
State of _____)	
County of _____)	

The foregoing instrument was acknowledged before me this _____ day of _____, by _____.

Notary Public _____ County
My commission expires: _____

Drafted by:	Return to: