

# *Power of Attorney*

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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:

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## **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 representativesThe Property for which this Power of Attorney is granted is described as:

**Land situated in the \_\_\_\_\_ of \_\_\_\_\_, County of \_\_\_\_\_**

**Commonly known as:  
Tax Item No.:**

\_\_\_\_\_  
\_\_\_\_\_

State of \_\_\_\_\_  
County of \_\_\_\_\_ } S.S.

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

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County  
My commission expires: \_\_\_\_\_

Drafted by:

Return to: