

# REAL ESTATE POWER OF ATTORNEY

State of [STATE]

## REAL ESTATE POWER OF ATTORNEY

Executed effective by [PRINCIPAL NAME], of [PRINCIPAL ADDRESS] (the "Principal"/Owner).

### 1. Designation of Agent

The Principal appoints [AGENT NAME], of [AGENT ADDRESS], as attorney-in-fact (the "Agent") with respect to the real property described below (the "Property").

### 2. Property Description

- **Street address:** [PROPERTY STREET ADDRESS]
- **County / State:** [COUNTY WHERE PROPERTY IS LOCATED], [STATE]
- **Legal description:**

| *[LEGAL DESCRIPTION OF PROPERTY]*

### 3. Transaction Authorized

The Agent is authorized to **SELL** the Property and, in connection therewith, to: (a) list the Property for sale and execute listing agreements; (b) negotiate, execute, and deliver a purchase and sale agreement; (c) execute and deliver a grant deed, warranty deed, quitclaim deed, or other conveyance instrument; (d) execute all closing documents, affidavits, and disclosures, including the ALTA Settlement Statement, IRS Form 1099-S, and FIRPTA certifications; (e) receive and disburse sale proceeds; (f) pay commissions, taxes, and closing costs; and (g) do all acts necessary to close the sale.

### 4. Recording

This Instrument is intended to be recorded in the Official Records of [COUNTY WHERE PROPERTY IS LOCATED] County, [STATE]. The Principal directs the Agent and any title or escrow company to cause this Instrument to be recorded contemporaneously with or prior to any conveyance or encumbrance executed pursuant to this authority. The Principal certifies that the Principal's signature is genuine and is acknowledged before a notary public as required for recording.

## 5. Termination

Terminates on the earliest of: (a) \*\*\*\*; (b) completion of the authorized transaction; (c) written revocation recorded in [COUNTY WHERE PROPERTY IS LOCATED] County; or (d) the Principal's death.

## 6. Fiduciary Duties; Compensation

Fiduciary duties under UPOAA §114 and [STATE] real-estate law. No compensation; expenses only.

## 7. Third-Party Reliance

Title companies, lenders, escrow agents, and county recorders may rely on this Instrument. A certified copy or recorded copy has the same effect as the original.

## 8. Governing Law

Governed by [STATE] law and the law of the situs of the Property.

## Signature of Principal

### Principal / Owner

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

## Witness Attestation

### Witness 1

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

### Witness 2

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_ DATE

**Notarial Acknowledgment (Required for Recording)**

State of [STATE], County of [COUNTY WHERE PROPERTY IS LOCATED]. On \_\_\_\_\_, 20\_\_\_\_, [PRINCIPAL NAME] personally appeared, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this Real Estate Power of Attorney, and acknowledged that he/she executed the same.

Notary Public: \_\_\_\_\_ Commission expires: \_\_\_\_\_ [Notary Seal]

**Acceptance by Agent**

**Agent**

\_\_\_\_\_ PRINTED NAME

\_\_\_\_\_ SIGNATURE

\_\_\_\_\_ DATE