Limited Power of Attorney

Sale of Real Estate

General sample for adaptation with a lawyer. This is not an official state form. Have a lawyer check the wording, required notices, signatures, witnesses, notarization and recording requirements before signing or using it.

The people and property

I appoint the agent named below to act for me only within the authority and limits stated in this document. An uninitialed choice grants no authority.

Principal full legal name and mailing address

_____

_____

Agent full legal name and mailing address

_____

_____

Principal and agent contact details

_____

Property street address and county or equivalent jurisdiction

_____

Legal description or clearly identified attached description

_____

_____

Description attachment title and page count: _____

Authority and limits

Initial each act you authorize. Cross out unused choices. Do not leave a selected act with an incomplete limit.

Initial _____ Sign the sale contract identified below, within the minimum price and other written limits.

Initial _____ Sign and deliver the deed and ordinary closing statements needed to complete that sale.

Initial _____ Communicate with the closing professional and approve ordinary settlement expenses within the limit below.

Sale contract date and buyer name

_____

Minimum sale price and maximum seller-paid closing expenses

_____

Closing professional and instructions for paying proceeds directly to me

_____

_____

My agent may sell only the property identified in this document to the buyer named above. Sale proceeds must be paid directly to me or to an account in my name under independently verified closing instructions. My agent may not receive proceeds into a personal account.

My agent must act for my benefit, follow these instructions, keep records of each action and expense, and keep my property and funds separate from the agent's own. The agent may not make gifts, transfer property to the agent or a related person, delegate this authority, or change beneficiaries or ownership arrangements beyond the transaction expressly described here.

Other limits that narrow the authority above

_____

_____

Duration and signatures

This authority begins on _____ and ends on _____. It ends earlier when the stated task is completed, I revoke it, I die, or applicable law otherwise ends it. I intend this authority to end if I become incapacitated; it is not intended to be durable. Ask a lawyer to confirm how this choice operates under applicable law.

I may revoke this authority. I should give written notice to the agent and anyone relying on it, and obtain advice about any additional recording or notice steps. Revocation does not undo an authorized act already completed. This document does not itself revoke an unrelated power of attorney.

The agent receives no fee under this sample, but may be reimbursed for reasonable documented expenses within the stated limits. A different compensation arrangement requires a separate written agreement reviewed for compliance with applicable law.

Do not sign until a lawyer has checked any required state notices and the proper execution process. The closing professional or institution may also need to review this form before accepting it.

Principal signature and date

_____

Principal printed name

_____

Agent acknowledgment: I have read the authority and limits above and agree to act within them, maintain records, and stop acting when I know my authority has ended.

Agent signature printed name and date

_____

Required execution attachments: Have the lawyer or notary supply the correct acknowledgment, witness statements and other required certificates. Attachments should identify this document and its principal; do not substitute this sentence for an execution certificate.

Disclaimer

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