

POWER OF ATTORNEY
FOR REAL ESTATE TRANSACTIONS ONLY

Know all persons by these presents that I *[insert name and address of Principal]* (the “Principal”) do hereby appoint *[insert name of Agent]* (the “Agent”) to act in my name and place, to the fullest extent which [I/we] could act if [I/we] were personally present in connection with the transaction described in Section 1 of this Power of Attorney.

Section 1. **Delegation of Power.** The Principal appoints the Agent to act for the Principal in,

Option 1 - for the sale of property

the sale of the lands and premises having an address of or identified as _____, doing any and all actions the I/we might do if personally present including, but not limited to the execution, modification and delivery of contracts, deeds, tax returns, tax reports, affidavits, bill of sale, closing statements, notices, certificates and all other documents; the acceptance of the closing funds and the deposit of those funds in my/our account identified to the agent, which [my/our] Agent shall deem necessary, appropriate or expedient for the purpose of closing the sale of the real estate described in this power of attorney.

Option 2 - for the acquisition of property

the purchase of the lands and premises having an address of or identified as _____, together with the financing of the purchase of such property and the mortgaging of the property as part of the financing, doing any and all actions the I/we might do if personally present including, but not limited to the execution, modification and delivery of contracts, tax returns, tax reports, affidavits, bills of sale, note, mortgages, closing statements, notices, certificates and all other documents required by the lender providing the funds for the closing; the disbursement and delivery of the closing funds and the withdrawal of funds for the closing from my/our account identified to the agent, which [my/our] Agent shall deem necessary, appropriate or expedient for the purpose of closing the acquisition of the real estate described in this power

Option 3 - for refinancing mortgages

the refinancing of my/our debts, including but not limited to the debts presently secured by a mortgage on the lands and premises having an address of or identified as _____, together with the mortgaging of the property as part of the financing, doing any and all actions that I/we might do if personally present including, but not limited to the modification, execution and delivery of notes, mortgages, closing statements, notices, certificates and all other documents required by the lender providing the funds for the closing; the disbursement and delivery of the closing funds and the withdrawal of funds for the closing from my/our account identified to the agent, which [my/our] Agent shall deem necessary, appropriate or expedient for the purpose of closing the refinancing of the debts and the mortgaging of the real estate described in this power

Section 2. **Term.** This power of attorney shall become effective on the date the Principal signs this instrument and shall expire and be of no further force and effect after _____. The expiration of this power of attorney at the end of the specified term shall not affect the validity of any action taken by the Agent pursuant to this power while this power of attorney was in effect.

Section 3. **Durable Power of Attorney.** This power of attorney shall not be affected by the subsequent disability or incapacity of the Principal.

[OPTIONAL] Section 4. Delegation of Powers. The Agent may delegate the powers granted to the Agent by this Power of Attorney by a delegation in writing which makes reference to this Power of Attorney and otherwise complies with applicable law.

[OPTIONAL] Section 5. Transfer/Gift to Agent. This Power of Attorney specifically authorizes the agent to convey the property described in this Power of Attorney to the Agent **[for nominal consideration, as a gift /or/ for a valuable consideration]**. _____ Initials of Principal. [NOTE: Without the initials of the Principal on the preceding line, this Section of this Power of Attorney shall not be effective]

[OPTIONAL] Section 6. Skills and Expertise of Agent. I/we selected the Agent for his/her special skills and expertise in **[describe special skills and expertise]**. _____ Initials of Principal. [NOTE: Without the initials of the Principal on the preceding line, this Section of this Power of Attorney shall not be effective]

In witness whereof, the Principal has executed this instrument this ____ day of _____, 2002.

Principal

Print Name: _____

Affirmation by Witness

I, _____ witnessed the signature of this Power of Attorney by the Principal, and I affirm that the Principal appeared to me to be of sound mind, was not under duress, and the Principal affirmed to me that he/she was aware of the nature of this Power of Attorney and signed it freely and voluntarily.

Witness

Print Name: _____

Acknowledgment by Principal

(NOTE: If power of attorney is effective for 90 days or less, then witness and notary may be the same person).

State of _____
County of _____, S.S.

At _____, in said County and State, personally appeared _____ the Principal, who is known to me or was otherwise suitably identified, did acknowledge to me that the execution of this Power of Attorney was his/her free act and deed.

Notary Public
Print Name _____

Commission Expires:

Acceptance by Agent

The undersigned, Agent, executes this Power of Attorney, and by such execution does hereby affirm that the Agent: (A) accepts the appointment as agent; (B) understands the duties under the power of attorney and under the law; (C) understands that Agent has a duty to act if expressly required to do so in the power of attorney consistent with 14 V.S.A. §3506(c); (D) understands that I am expected to use my special skills or expertise on behalf of the Principal, if so specified in the Power of Attorney; and (E) acknowledges the additional duties of the Agent set forth in 14 V.S.A 3505.

AGENT

Date: _____