

STATUTORY DURABLE POWER OF ATTORNEY

(Texas Probate Code § 490)

SPECIAL NOTE: Texas Probate Code § 489 provides "A durable power of attorney for a real property transaction requiring the execution and delivery of an instrument that is to be recorded, including a release, assignment, satisfaction, mortgage, security agreement, deed of trust, encumbrance, deed of conveyance, oil, gas, or other mineral lease, memorandum of a lease, lien, or other claim or right to real property, shall be recorded in the office of the county clerk of the county in which the property is located.

NOTICE: *THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THE DURABLE POWER OF ATTORNEY ACT, CHAPTER XII, TEXAS PROBATE CODE. IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH-CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.*

I, _____,
(insert your name and address)

appoint _____
(insert the name and address of the person appointed)

as my agent (Attorney in Fact) to act for me in any lawful way with respect to all of the following powers except for a power that I have crossed out below.

TO WITHHOLD A POWER, YOU MUST CROSS OUT EACH POWER WITHHELD:

- _____ Real property transactions;
- _____ Tangible personal property transactions;
- _____ Stock and bond transactions;
- _____ Commodity and option transactions;
- _____ Banking and other financial institution transactions;
- _____ Business operating transactions;
- _____ Insurance and annuity transactions;
- _____ Estate, trust, and other beneficiary transactions;
- _____ Claims and litigation;
- _____ Personal and family maintenance;
- _____ Benefits from social security, Medicare, Medicaid, or other governmental programs or civil or military service;
- _____ Retirement plan transactions;
- _____ Tax matters.

IF NO POWER LISTED ABOVE IS CROSSED OUT, THIS DOCUMENT SHALL BE CONSTRUED AND INTERPRETED AS A GENERAL POWER OF ATTORNEY AND MY AGENT (ATTORNEY IN FACT) SHALL HAVE THE POWER AND AUTHORITY TO PERFORM OR UNDERTAKE ANY ACTION I COULD PERFORM OR UNDERTAKE IF I WERE PERSONALLY PRESENT.

SPECIAL INSTRUCTIONS

ON THE FOLLOWING LINES YOU MAY GIVE SPECIAL INSTRUCTIONS LIMITING OR EXTENDING THE POWERS GRANTED TO YOUR AGENT.

_____ **Gifts** I grant my agent (Attorney in Fact) the power to apply my property to make gifts, except that the amount of a gift to an individual may not exceed the amount of annual exclusions allowed from the federal gift tax for the calendar year of the gift.

_____ **No Compensation** My Attorney in Fact will receive no compensation but is entitled to reimbursement for all costs and expenses associated with the exercise of powers hereunder.

_____ **Joint Ownership and Commingling of Funds** My Attorney in Fact may continue to jointly own assets and funds, be a cosigner on any account, and commingle funds to the same extent as previous to the effective date of this Power of Attorney.

_____ **Personal Gain** Any transaction authorized hereunder and conducted in good faith to benefit my own best interests and as a prudent man would conduct his own affairs may, incidentally, lead to personal gain for my Attorney in Fact.

_____ **Court Appointment of Guardian or Conservator** If a court of competent jurisdiction should appoint a guardian for my person or a conservator of my estate or an individual or institution to serve in any similar capacity, I hereby nominate my Attorney in Fact to serve as such.

_____ **Powers Severable** If a court of competent jurisdiction should decree that one or more of the powers enumerated herein is invalid or unenforceable under applicable law, the other powers of the Attorney in Fact shall continue in force to the extent consistent with the court's decree.

I agree that any third party who receives a copy of this document may act under it. Revocation of the durable power of attorney is not effective as to a third party until the third party receives actual notice of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney.

If any agent named by me dies, becomes legally disabled, resigns, or refuses to act, I name the following (each to act alone and successively, in the order named) as successor(s) to that agent:

- 1. _____
- 2. _____
- 3. _____
- 4. _____

Signed this _____ day of _____, 20_____

(Signature of Principal)

(City, County, and State of Residence)

STATE OF TEXAS

COUNTY OF _____

This document was acknowledged before me on _____ by
(Date)

(Name of Principal)

(Seal, if any, of notary)

(Signature of Notarial Officer)

(Printed Name)

My commission expires: _____
(Date)

THE ATTORNEY IN FACT OR AGENT, BY ACCEPTING OR ACTING UNDER THE APPOINTMENT, ASSUMES THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN AGENT.