

**SPECIAL DURABLE POWER OF ATTORNEY  
FOR REAL ESTATE TRANSACTIONS**

Date: \_\_\_\_\_

Principal: \_\_\_\_\_

Principal's Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Agent: \_\_\_\_\_

Agent's Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Effective Date: \_\_\_\_\_

Expiration Date:       None

Property (including all improvements):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Powers Given with Respect to the Property:

1. Accept as a gift or as security for a loan or reject, demand, buy, lease, receive, or otherwise acquire an interest in the Property or a right incident to the Property.
2. Sell, exchange, convey with or without covenants, quitclaim, release, surrender, mortgage, encumber, partition, consent to partitioning, subdivide, apply for zoning, rezoning, or other governmental permits, plat or consent to platting, develop, grant options concerning, lease or sublet, or otherwise dispose of the Property or a right incident to the Property.

3. Release, assign, satisfy, and enforce by litigation, action, or otherwise a mortgage, deed of trust, encumbrance, lien, or other claim to the Property that exists or is claimed to exist.
4. Do any act of management or of conservation with respect to the Property, or a right incident to the Property, owned or claimed to be owned by the principal, including power to:
  - (A) insure against a casualty, liability, or loss;
  - (B) obtain or regain possession or protect the interest or right by litigation, action, or otherwise;
  - (C) pay, compromise, or contest taxes or assessments or apply for and receive refunds in connection with them; and
  - (D) purchase supplies, hire assistance or labor, or make repairs or alterations in the Property;
5. Use, develop, alter, replace, remove, erect, or install structures or other improvements on the Property.
6. Participate in a reorganization with respect to the Property or a legal entity that owns an interest in or right incident to the Property, receive and hold shares of stock or obligations received in a plan or reorganization, and act with respect to the shares or obligations, including:
  - (A) selling or otherwise disposing of the shares or obligations;
  - (B) exercising or selling an option, conversion, or similar right with respect to the shares or obligations; and
  - (C) voting the shares or obligations in person or by proxy;
7. Change the form of title of an interest in or right incident to the Property.
8. Dedicate easements to public use, with or without consideration.
9. Enter into real estate listing agreements offering the Property for sale at any price on any terms and with any commission agreement.
10. Contract to sell the Property for any price on any terms.
11. Contract to lease the Property for any price on any terms.
12. Execute and deliver any legal instruments relating to the purchase or sale and conveyance or lease, including but not limited to general and special warranty deeds binding Principal with vendor's liens retained or disclaimed as applicable or transferred to a third-party lender, affidavits (e.g., federal tax statements), notices, disclosures, waivers, and designations.

13. Accept and/or execute notes, deeds of trust, and other legal instruments.
14. Approve closing statements authorizing payments and/or deductions from the sale price.
15. Receive Principal's net sales proceeds by check payable to Principal or Agent.
16. Receive, endorse and deposit into an account either in the name of the Principal or Agent any checks resulting from an insurance claim on the Property, whether or not the check is made out to Principal or Agent or both.
17. Receive, endorse and deposit into an account either in the name of the Principal or Agent any money received for rents or other moneys relating to the Property, including, but not limited to, refunds of escrow deposits held by a lender, whether or not the check is made out to Principal or Agent or both.
18. Indemnify and hold harmless any third party who accepts and acts under this power of attorney.
19. Do everything and sign everything necessary or appropriate to accomplish the powers set out.

Principal appoints Agent to act for Principal in accordance with the powers given with respect to the Property, and Principal ratifies all acts done pursuant to this appointment. Agent's authority shall begin on the effective date and end on the expiration date unless revoked sooner by Principal's signing an instrument revoking this power of attorney and filing it for record in the real property records of the county in which the Property is located. A signed and filed revocation instrument will be effective, without limitation or exception, including but not limited to a third party relying on this power of attorney without receipt of any actual notice of the revocation, on the date and time of filing. This power of attorney shall not terminate on disability or incapacity of Principal.

This is a durable power of attorney under chapter XII of the Texas Probate Code and will not lapse because of a passage of time, but it will expire on the expiration date.

Principal binds Principal and Principal's heirs and personal representatives to indemnify and hold Agent harmless from all claims, demands, losses, damages, actions, and expenses that Agent may sustain or incur in connection with carrying out the authority granted to Agent in this power of attorney.

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Principal

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Principal

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

\_\_\_\_\_  
Agent

Acknowledgment

State of Texas           §  
                                  §  
County of \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_, Principal.

\_\_\_\_\_  
Notary Public, State of Texas  
Commission Expires: \_\_\_\_\_  
Notary's Name Typed or Printed:  
\_\_\_\_\_

Acknowledgment

State of Texas           §  
                                  §  
County of \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_, Agent.

\_\_\_\_\_  
Notary Public, State of Texas  
Commission Expires: \_\_\_\_\_  
Notary's Name Typed or Printed:  
\_\_\_\_\_

AFTER RECORDING RETURN TO:

