

NEW HAMPSHIRE REAL ESTATE POWER OF ATTORNEY

In Accordance to § 564-E:204

INFORMATION CONCERNING THE POWER OF ATTORNEY

THIS IS AN IMPORTANT LEGAL DOCUMENT. BEFORE SIGNING THIS DOCUMENT YOU SHOULD KNOW THESE IMPORTANT FACTS:

Notice to the Principal: As the "Principal," you are using this Power of Attorney to grant power to another person (called the "Agent") to make decisions, including, but not limited to, decisions concerning your money, property, or both, and to use your money, property, or both on your behalf. If this Power of Attorney does not limit the powers that you give to your Agent, your Agent will have broad and sweeping powers to sell or otherwise dispose of your property, and to spend your money without advance notice to you or approval by you. Unless you have expressly provided otherwise in this Power of Attorney, your Agent will have these powers before you become incapacitated, and unless you have expressly provided otherwise in this Power of Attorney, your Agent will continue to have these powers after you become incapacitated. You have the right to retain this Power of Attorney and to release it later or to request that another person retain this Power of Attorney on your behalf and release it only if one or more conditions specified in advance by you are satisfied. You have the right to revoke or take back this Power of Attorney at any time, so long as you are of sound mind. If there is anything about this Power of Attorney that you do not understand, you should seek professional advice.

Date: _____ Principal (borrower): _____

Principal's Residence Address: _____

(Including County) _____

Attorney-in-Fact: (Agent) _____

Attorney-in-Fact's Mailing Address: _____

(Including County) _____

Legal Description of Property: _____

Property Address: _____

DELEGATION OF POWER.

Option 1: Purchase 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 that I 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, 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 Agent shall deem necessary, appropriate or expedient for the purpose of closing the acquisition of the real estate described in this Power of Attorney.

Option 2: Sale of Property. The sale of the lands and premises having an address of or identified as _____ doing any and all actions that I 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 account identified to the agent, which my 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 3: Management of Property. The management of the lands and premises having an address or identified as _____ together with the collection or negotiation of rent, signing of lease agreements, evicting tenants, hiring for repairs, or any other required activities regarding normal day-to-day management of the property, which my Agent shall deem necessary, appropriate or expedient for the purpose of managing the property described in this Power of Attorney.

Option 4: Refinancing of Property. The refinancing of my 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 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 of Attorney.

DURABLE POWER OF ATTORNEY. This power of attorney [**SHALL** ____ / **SHALL NOT** ____] be terminated by the subsequent disability or incapacity of the Principal. (Initial next to chosen option).

If “**SHALL NOT**,” was chosen, this Power of Attorney shall go into effect on the recording of signatures (hereof) and shall terminate on the ____ day of _____, 20__ .

Principal Signature _____

Principal Printed Name _____

WITNESSES.

Witness 1

Witness 2

Printed Name:

Printed Name:

Signature:

Signature:

THE STATE OF: NEW HAMPSHIRE

COUNTY OF:

The foregoing Power of Attorney was acknowledged before me on the ____ day of _____,
20____, by _____ (the "Principal").

THE STATE OF:

NOTARY PUBLIC

THE COUNTY OF:

STATE