

**MARYLAND STATUTORY FORM
LIMITED POWER OF ATTORNEY**

PLEASE READ CAREFULLY

THIS POWER OF ATTORNEY AUTHORIZES ANOTHER PERSON (YOUR AGENT) TO MAKE DECISIONS CONCERNING YOUR PROPERTY FOR YOU (THE PRINCIPAL.) YOU NEED NOT GIVE TO YOUR AGENT ALL THE AUTHORITIES LISTED BELOW AND MAY GIVE THE AGENT ONLY THOSE LIMITED POWERS THAT YOU SPECIFICALLY INDICATE. THIS POWER OF ATTORNEY GIVES YOUR AGENT THE RIGHT TO MAKE LIMITED DECISIONS FOR YOU. YOU SHOULD VERY CAREFULLY WEIGH YOUR DECISION AS TO WHAT POWERS YOU GIVE YOUR AGENT. YOUR AGENT WILL BE ABLE TO MAKE DECISIONS AND ACT WITH RESPECT TO YOUR PROPERTY (INCLUDING YOUR MONEY) WHETHER OR NOT YOU ARE ABLE TO ACT FOR YOURSELF.

IF YOU CHOOSE TO MAKE A GRANT OF LIMITED AUTHORITY, YOU SHOULD CHECK THE BOXES THAT IDENTIFY THE SPECIFIC AUTHORIZATION YOU CHOOSE TO GIVE YOUR AGENT.

THIS POWER OF ATTORNEY DOES NOT AUTHORIZE THE AGENT TO MAKE HEALTH CARE DECISIONS FOR YOU.

YOU SHOULD SELECT SOMEONE YOU TRUST TO SERVE AS YOUR AGENT. UNLESS YOU SPECIFY OTHERWISE, GENERALLY THE AGENT'S AUTHORITY WILL CONTINUE UNTIL YOU DIE OR REVOKE THE POWER OF ATTORNEY OR THE AGENT RESIGNS OR IS UNABLE TO ACT FOR YOU.

YOUR AGENT IS NOT ENTITLED TO COMPENSATION UNLESS YOU INDICATE OTHERWISE IN THE SPECIAL INSTRUCTIONS OF THIS POWER OF ATTORNEY. IF YOU INDICATE THAT YOUR AGENT IS TO RECEIVE COMPENSATION, YOUR AGENT IS ENTITLED TO REASONABLE COMPENSATION OR COMPENSATION AS SPECIFIED IN THE SPECIAL INSTURCITONS.

THIS FORM PROVIDES FOR THE DESIGNATION OF ONE AGENT. IF YOU WISH TO NAME MORE THAN ONE AGENT YOU MAY NAME A COAGENT IN THE SPECIAL INSTRUCTIONS. COAGENTS ARE NOT REQUIRED TO ACT TOGETHER UNLESS YOU INCLUDE THAT REQUIREMENT IN THE SPECIAL INSTRUCTIONS.

IF YOUR AGENT IS UNAVAILABLE OR UNWILLING TO ACT FOR YOU, YOUR POWER OF ATTORNEY WILL END UNLESS YOU HAVE NAMED A SUCCESSOR AGENT. YOU MAY ALSO NAME A SECOND SUCCESSOR AGENT.

THIS POWER OF ATTORNEY BECOMES EFFECTIVE IMMEDIATELY UNLESS YOU STATE OTHERWISE IN THE SPECIAL INSTRUCTIONS.

IF YOU HAVE QUESTIONS ABOUT THE POWER OF ATTORNEY OR THE AUTHORITY YOU ARE GRANTING TO YOUR AGENT, YOU SHOULD SEEK LEGAL ADVICE BEFORE SIGNING THIS FORM.

DESIGNATION OF AGENT

I, _____, NAME THE FOLLOWING
(Name of Principal)

PERSON AS MY AGENT:

NAME OF AGENT: _____

AGENT'S ADDRESS: _____

AGENT'S TELEPHONE NUMBER: _____

DESIGNATION OF SUCCESSOR AGENT(S) (OPTIONAL)

IF MY AGENT IS UNABLE OR UNWILLING TO ACT FOR ME, I NAME AS MY SUCCESSOR AGENT:

NAME OF SUCCESSOR AGENT: _____

SUCCESSOR AGENT'S ADDRESS: _____

SUCCESSOR AGENT'S TELEPHONE NUMBER: _____

IF MY SUCCESSOR AGENT IS UNABLE OR UNWILLING TO ACT FOR ME, I NAME AS MY SECOND SUCCESSOR AGENT:

NAME OF SECOND SUCCESSOR AGENT: _____

SECOND SUCCESSOR AGENT'S ADDRESS: _____

SECOND SUCCESSOR AGENT'S TELEPHONE NUMBER: _____

GRANT OF GENERAL AUTHORITY

I (“THE PRINCIPAL”) GRANT MY AGENT AND ANY SUCCESSOR AGENT WITH RESPECT TO EACH SUBJECT THAT I CHOOSE BELOW, THE AUTHORITY TO DO ALL ACTS THAT I COULD DO TO:

- (1) EXECUTE, ACKNOWLEDGE, SEAL, DELIVER, FILE, OR RECORD ANY INSTRUMENT OR COMMUNICATION THE AGENT CONSIDERS DESIRABLE TO ACCOMPLISH A PURPOSE OF A TRANSACTION;
- (2) DO LAWFUL ACTS WITH RESPECT TO THE SUBJECT AND ALL PROPERTY RELATED TO THE SUBJECT.

(INITIAL EACH AUTHORITY IN ANY SUBJECT YOU WANT TO INCLUDE IN THE AGENTS’ GENERAL AUTHORITY. CROSS THROUGH EACH AUTHORITY IN ANY SUBJECT THAT YOU WANT TO EXCLUDE. IF YOU WISH TO GRANT GENERAL AUTHORITY OVER AN ENTIRE SUBJECT, YOU MAY INITIAL “ALL OF THE ABOVE” INSTEAD OF INITIALING EACH AUTHORITY.)

SUBJECTS AND AUTHORITY

A. REAL PROPERTY – WITH RESPECT TO THIS CATEGORY, I AUTHORIZE MY AGENT TO:

() DEMAND, BUY LEASE, RECEIVE, ACCEPT AS A GIFT OR AS SECURITY FOR AN EXTENSION OF CREDIT, OR OTHERWISE ACQUIRE OR REJECT AN INTEREST IN REAL PROPERTY OR A RIGHT INCIDENT TO REAL PROPERTY

() SELL, EXCHANGE, CONVEY WITH OR WITHOUT COVENANTS, REPRESENTATIONS, OR WARRANTIES, QUITCLAIM, RELEASE, SURRENDER, RETAIN TITLE FOR SECURITY, ENCUMBER, OR OTHERWISE GRANT OR DISPOSE OF AN INTEREST IN REAL PROPERTY OR A RIGHT INCIDENT TO REAL PROPERTY

() PLEDGE OR MORTGAGE AN INTEREST IN REAL PROPERTY OR RIGHT INCIDENT TO REAL PROPERTY AS SECURITY TO BORROW MONEY OR PAY, RENEW, OR EXTEND THE TIME OF PAYMENT OF A DEBT OF THE PRINCIPAL OR A DEBT GUARANTEED BY THE PRINCIPAL, INCLUDING A REVERSE MORTGAGE

() ALL OF THE ABOVE

LIMITATION ON AGENT’S AUTHORITY

AN AGENT THAT IS NOT MY ANCESTOR, SPOUSE, OR DESCENDANT **MAY NOT** USE MY PROPERTY TO BENEFIT THE AGENT OR A PERSON TO WHOM THE AGENT OWES AN OBLIGATION OF SUPPORT UNLESS I HAVE INCLUDED THAT AUTHORITY IN THE SPECIAL INSTRUCTIONS.

SPECIAL INSTRUCTIONS (OPTIONAL)

YOU MAY GIVE SPECIAL INSTRUCTIONS ON THE FOLLOWING LINES:

EFFECTIVE DATE

THIS POWER OF ATTORNEY IS EFFECTIVE IMMEDIATELY UNLESS I HAVE STATED OTHERWISE IN THE SPECIAL INSTRUCTIONS.

TERMINATION DATE (OPTIONAL)

THIS POWER OF ATTORNEY SHALL TERMINATE ON _____, 20____.

NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE POWER OF ATTORNEY SHALL NOT TERMINATE OR BE AFFECTED OR IMPAIRED BY MY DISABILITY, IT BEING MY EXPRESS INTENTION THAT THIS POWER OF ATTORNEY SHALL SURVIVE MY DISABILITY.

SIGNATURE AND ACKNOWLEDGEMENT

YOUR SIGNATURE

DATE

YOUR NAME PRINTED

YOUR ADDRESS

YOUR TELEPHONE NUMBER

STATE OF MARYLAND

(COUNTY) OF _____

THIS DOCUMENT WAS ACKNOWLEDGED BEFORE ME ON _____.

BY: _____
(NAME OF PRINCIPAL)

SIGNATURE OF NOTARY

(SEAL, IF ANY)

MY COMMISSION EXPIRES: _____

WITNESS ATTESTATION

THE FOREGOING POWER OF ATTORNEY WAS, ON THE DATE WRITTEN ABOE, PUBLISHED AND DECLARED BY

(NAME OF PRINCIPAL)

IN OUR PRESENCE TO BE HIS/HER POWER OF ATTORNEY. WE, IN HIS/HER PRESENCE AND AT HIS/HER REQUEST, AND IN THE PRESENCE OF EACH OTHER, HAVE ATTESTED TO THE SAME AND HAVE SIGNED OUR NAMES AS ATTESTING WITNESSES.

WITNESS #1 SIGNATURE

WITNESS #1 NAME PRINTED

WITNESS #1 ADDRESS

WITNESS #1 TELEPHONE NUMBER

WITNESS #2 SIGNATURE

WITNESS #2 NAME PRINTED

WITNESS #2 ADDRESS

WITNESS #2 TELEPHONE NUMBER

IMPORTANT INFORMATION FOR AGENT

AGENT'S DUTIES

WHEN YOU ACCEPT THE AUTHORITY GRANTED UNDER THIS POWER OF ATTORNEY, A SPECIAL LEGAL RELATIONSHIP IS CREATED BETWEEN YOU AND THE PRINCIPAL. THIS RELATIONSHIP IMPOSES ON YOU LEGAL DUTIES THAT CONTINUE UNTIL YOU RESIGN OR THE POWER OF ATTORNEY IS TERMINATED OR REVOKED. YOU MUST:

- (1) DO WHAT YOU KNOW THE PRINCIPAL REASONABLY EXPECTS YOU TO DO WITH THE PRINCIPAL'S PROPERTY, OR IF YOU DO NOT KNOW THE PRINCIPAL'S EXPECTATIONS, ACT IN THE PRINCIPAL'S BEST INTEREST;
- (2) ACT WITH CARE, COMPETENCE, AND DILIGENCE FOR THE BEST INTEREST OF THE PRINCIPAL;
- (3) DO NOTHING BEYOND THE AUTHORITY GRANTED IN THIS POWER OF ATTORNEY; AND
- (4) DISCLOSE YOUR IDENTITY AS AN AGENT WHENEVER YOU ACT FOR THE PRINCIPAL BY WRITING OR PRINTING THE NAME OF THE PRINCIPAL AND SIGNING YOUR OWN NAME AS "AGENT" IN THE FOLLOWING MANNER:

(PRINCIPAL'S NAME)

BY _____
(YOUR SIGNATURE) AS AGENT

UNLESS SPECIAL INSTRUCTIONS IN THIS POWER OF ATTORNEY STATE OTHERWISE, YOU MUST ALSO:

- (1) ACT LOYALLY FOR THE PRINCIPAL'S BENEFIT;
- (2) AVOID CONFLICTS THAT WOULD IMPAIR YOUR ABILITY TO ACT IN THE PRINCIPAL'S BEST INTEREST;
- (3) KEEP A RECORD OF ALL RECEIPTS, DISBURSEMENTS, AND TRANSACTIONS MADE ON BEHALF OF THE PRINCIPAL;
- (4) COOPERATE WITH ANY PERSON THAT HAS AUTHORITY TO MAKE HEALTH CARE DECISIONS FOR THE PRINCIPAL TO DO WHAT YOU KNOW THE PRINCIPAL REASONABLY EXPECTS OR, IF YOU DO NOT KNOW THE PRINCIPAL'S EXPECTATIONS, TO ACT IN THE PRINCIPAL'S BEST INTEREST; AND
- (5) ATTEMPT TO PRESERVE THE PRINCIPAL'S ESTATE PLAN IF YOU KNOW THE PLAN AND PRESERVING THE PLAN IS CONSISTENT WITH THE PRINCIPAL'S BEST INTEREST.

TERMINATION OF AGENT'S AUTHORITY

YOU MUST STOP ACTING ON BEHALF OF THE PRINCIPAL IF YOU LEARN OF ANY EVENT THAT TERMINATES THIS POWER OF ATTORNEY OR YOUR AUTHORITY UNDER THIS POWER OF ATTORNEY. EVENTS THAT TERMINATE A POWER OF ATTORNEY OR YOUR AUTHORITY TO ACT UNDER A POWER OF ATTORNEY INCLUDE:

- (1) DEATH OF THE PRINCIPAL;
- (2) THE PRINCIPAL'S REVOCATION OF THE POWER OF ATTORNEY OR YOUR AUTHORITY;
- (3) THE OCCURANCE OF A TERMINATION EVENT STATED IN THE POWER OF ATTORNEY;
- (4) THE PURPOSE OF THE POWER OF ATTORNEY IS FULLY ACCOMPLISHED; OR
- (5) IF YOU ARE MARRIED TO THE PRINCIPAL, A LEGAL ACTION IS FILED WITH A COURT TO END YOUR MARRIAGE, OR FOR YOUR LEGAL SEPARATION, UNLESS THE SPECIAL INSTRUCTIONS IN THIS POWER OF ATTORNEY STATE THAT SUCH AN ACTION WILL NOT TERMINATE YOUR AUTHORITY.

LIABILITY OF AGENT

THE MEANING OF THE AUTHORITY GRANTED TO YOU IS DEFINED IN THE MARYLAND POWER OF ATTORNEY ACT, TITLE 17 OF THE ESTATES AND TRUSTS ARTICLE. IF YOU VIOLATE THE MARYLAND POWER OF ATTORNEY ACT, TITLE 17 OF THE ESTATES AND TRUSTS ARTICLE, OR ACT OUTSIDE THE AUTHORITY GRANTED, YOU MAY BE LIABLE FOR ANY DAMAGES CAUSED BY YOUR VIOLATION.

IF THERE IS ANYTHING ABOUT THIS DOCUMENT OR YOUR DUTIES THAT YOU DO NOT UNDERSTAND, YOU SHOULD SEEK LEGAL ADVICE.

**AGENT'S CERTIFICATION AS TO THE VALIDITY OF POWER OF ATTORNEY
AND AGENT'S AUTHORITY**

STATE OF MARYLAND

(COUNTY) OF _____

I, _____ (NAME OF AGENT), CERTIFY UNDER
PENALTY OF PERJURY THAT _____ (NAME OF
PRINCIPAL) GRANTED ME AUTHORITY AS AN AGENT OR SUCCESSOR AGENT IN A POWER
OF ATTORNEY DATED _____.

I FURTHER CERTIFY THAT TO MY KNOWLEDGE:

- (1) THE PRINCIPAL IS ALIVE AND HAS NOT REVOKED THE POWER OF ATTORNEY OR MY AUTHORITY TO ACT UNDER THE POWER OF ATTORNEY AND THE POWER OF ATTORNEY AND MY AUTHORITY TO ACT UNDER POWER OF ATTORNEY HAVE NOT BEEN TERMINATED;
- (2) IF THE POWER OF ATTORNEY WAS DRAFTED TO BECOME EFFECTIVE ON THE HAPPENING OF AN EVENT OR CONTINGENCY, THE EVENT OR CONTINGENCY HAS OCCURRED;
- (3) IF I WAS NAMED AS A SUCCESSOR AGENT, THE PRIOR AGENT IS NO LONGER ABLE OR WILLING TO SERVE; AND

(4) _____

(INSERT OTHER RELEVANT STATEMENTS)

SIGNATURE AND ACKNOWLEDGEMENT

AGENT'S SIGNATURE

DATE

AGENT'S NAME PRINTED

AGENT'S ADDRESS

AGENT'S TELEPHONE NUMBER

THIS DOCUMENT WAS ACKNOWLEDGED BEFORE ME ON _____
(DATE)

BY: _____
(NAME OF AGENT)

SIGNATURE OF NOTARY (SEAL, IF ANY)

MY COMMISSION EXPIRES: _____

THIS DOCUMENT PREPARED BY:
