

Durable Power of Attorney for Finances

I, _____ [name] who resides at _____
_____ [address], do hereby appoint _____
_____ who resides at _____ [address]
to act in the capacity of my agent. If this person should be unable to fulfill his/her
appointment due to death, illness or unwillingness, then I appoint _____
_____ [name] who resides at _____ [address] as
successor agent.

I grant the following powers and authority to my agent appointed above:

Power to execute generally:

To execute any written instrument regardless of the nature, including but not limited to checks, contracts, agreements or drafts.

Power to make property transactions:

Regarding all property and property rights of mine, whether now or hereafter owned by me or due to me, my attorney-in-fact shall have the power:

To receive income owed me on my property and to execute and deliver any receipts, releases or discharges relating to this income.

To sell, lease, transfer or exchange any of my property as my attorney considers appropriate at competitive prices and with any other terms and conditions as may be required; and to execute and deliver any deeds, leases, powers of attorney or other agreements or covenants that my attorney considers appropriate;

To make demand and to institute, maintain and prosecute, compromise, settle or dismiss actions for the recovery, collection and receipt of any goods, chattels, debts, claims, demands, rents, duties or choices in action due me, and to defend any action that may be instituted against me;

To contract and pay for any services or goods required by my dependents or me.

Power to engage in banking and investing:

To engage in any banking transactions, including but not limited to signing my name, and to withdraw money deposited in my name in any bank, including entering into my safe deposit box, opening new accounts or closing accounts;

To pay any debt, claims and demands for which I may be liable, and regardless of how they are evidenced;

To sign, endorse, execute and deliver written instruments which I would at any time execute or endorse, including but not limited to promissory notes, acceptances, renew checks or other evidences of indebtedness;

To settle claims and demands for which I am liable, or which are due me, and execute any written documents pertaining to these transactions including but not limited to receipts, releases and discharges;

To grant extensions in situations including but not limited to debts owed me, claims made by me or demands due me;

To invest my money in such loans, bonds, notes, common, preferred or other stocks, securities, mortgages, annuities, real estate, partnership interests or other property, real or personal, as my attorney considers appropriate;

To exercise, buy or sell any options or exchange conversion, and/or subscription rights for any securities or other property; to vote securities; to consent to, or dissent from, the reorganization, re-capitalization, consolidation, merger, liquidation or charter amendment of any corporation or other organization, any of the securities of which may at any time be held by me; to consent to, or dissent from, the sale, mortgage, pledge, lease or distribution of any of the property of any such corporation or other property with any protective, reorganization or similar committee, delegate discretionary power thereto and pay and agree to pay related expenses and assessment; and in general to do any act with reference to the matters in this paragraph which my attorney may deem necessary or advisable in connection therewith, such as the granting of proxies, making of agreements or subscriptions and the payment of expenses, assessments or subscriptions;

To borrow money for me from the attorney personally or others, upon any terms and conditions, at any time or times, and for any purpose, all as my attorney considers appropriate; and to execute and deliver any bond, note or other written evidence of debt, and, as security therefore, to give any mortgage, deed of trust or other security instrument as to any of my property and to endorse, assign, pledge and hypothecate any securities, insurance policies or other tangible or intangible personal property;

Power to handle legal affairs:

To employ and compensate attorneys, accountants and other agents with personal liability for neglect or wrongdoing of any of them selected with reasonable care;

To represent me before any administrative or judicial body in any proceeding;

Power to obtain insurance:

To effect insurance upon any property owned by me in any reasonable amounts and on any reasonable terms my attorney considers appropriate; to sign an application or other document to obtain such insurance; to surrender and rescind any insurance policy obtained by either my attorney or me; and to assign any policy upon any of my property; and

Power to pay taxes:

To execute any federal, state, county, municipal or other income, gift or property tax returns or declarations of estimated tax and to exercise related options;

I give my attorney-in-fact full authority to perform every necessary and proper act as fully as I could if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that my attorney-in-fact or substitute shall so lawfully do. The rights, power and authority to my attorney-in fact that I now grant shall become effective (choose one below):

_____ as soon as I affix my signature to this document; or

_____ upon my incapacity or disability, which shall be certified by two physicians.

Such rights, power and authority shall remain in force and effect until terminated by written notice given by me to my attorney-in-fact.

If it becomes necessary for a court to appoint a guardian or a conservator for me, I nominate my agent or successor agent named above to be guardian or conservator.

This power of attorney shall not be affected by disability of the principal. I intend my attorney to have all of the foregoing powers irrespective of my capacity from time to time to act for myself. I also intend that any action taken hereunder by my said attorney in good faith after my death, but without actual knowledge of my death, and which is otherwise valid and enforceable, shall inure to the benefit of myself and my heirs, devisees and personal representatives.

IN WITNESS WHEREOF, I have hereunto set my hand at _____
[your signature], this _____ day of _____, 20__.

Witness

Signature

STATE OF _____

COUNTY OF _____, to wit:

I HEREBY CERTIFY that on this _____ day of _____, 20 ____, before me, the subscriber, a Notary Public in and for the State of _____, County of _____, personally appeared _____ [name], known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that s/he executed the same for the purposes therein contained.

WITNESS my hand and notarial seal.

Notary Public
My commission expires: _____

WITNESS ATTESTATION

The forgoing instrument was signed, published and declared by _____
as his/her Durable Power of Attorney for Finances in the presence of us and we, at his/her
request, and in his/her presence, and the presence of each other, have hereunto subscribed
our names as witnesses the day and year written above.

	NAME	ADDRESS
Signed	_____	_____
Printed	_____	_____
Signed	_____	_____
Printed	_____	_____
Signed	_____	_____
Printed	_____	_____

IMPORTANT NOTE: This sample legal document is provided for informational purposes only and may or may not be valid in your particular state. This sample legal document also may not include the particular provisions you need. We strongly recommend that you consult a competent family or estate planning attorney who is familiar with these issues. This sample legal document in no way constitutes, and should not be relied upon, as legal advice.