

# POWER OF ATTORNEY INSTRUCTIONS

Date:

To:

Ref: Escrow No.  
Property Address:

The undersigned hand you herewith a Power of Attorney, executed by the undersigned and naming \_\_\_\_\_, as Attorney in Fact. You are hereby authorized and instructed to accept the instructions of said Attorney in Fact in this escrow and to act upon same as though given by me personally.

You are further instructed to accept his/her signature on my behalf at the close of escrow and all charges for this procedure are to be charged to my account and paid in the escrow.

The undersigned fully understands the ramifications of this document and acknowledges that \_\_\_\_\_ has advised that the undersigned should seek the advice of counsel prior to the execution of this document. In addition, you will need the approval of your lender to use a Power of Attorney for signing loan documents.

Mail the recorded document to:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**RECORDING REQUESTED BY  
First American Title  
AND WHEN RECORDED MAIL TO**

Name  
Street  
Address  
  
City, State  
Zip  
  
Order No. \_\_\_\_\_

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**POWER OF ATTORNEY – SPECIAL**

**KNOW ALL PERSONS BY THESE PRESENTS:**

That \_\_\_\_\_  
Has (have) made, constituted and appointed and by these presents does (do) hereby make, constitute and appoint \_\_\_\_\_

\_\_\_\_\_,  
my (our) true and lawful Attorney(ies) for me (us) and in my (our) name, place and stead to ask, demand, sue for, recover, collect and receive all sums of money, debts, dues, accounts, legacies, bequests, interests, dividends, annuities and demands whatsoever as are now or shall hereafter become due, owing, payable or belonging to the undersigned; and have, use, and take all lawful ways and means in the name of the undersigned, or otherwise, for the recovery thereof, by legal process, and to compromise and agree for the same and grant acquittance or other sufficient discharges for the same, for the undersigned, and in the name of the undersigned to make, seal, and deliver the same; to compromise any and all debts owing by the undersigned and to convey, transfer, and/or assign any property of any kind or character belonging to the undersigned in satisfaction of any debt owing by us or either of us; to bargain, contract, agree for, purchase, receive, and take lands, tenements, hereditaments, and accept the seisin and possession of all lands, and all deeds, and other assurances in the law therefor; and to lease, let, demise, bargain, sell, remise, release, convey, mortgage, convey in trust, and hypothecate lands, tenements, and hereditaments, upon such terms and conditions, and under such covenants as said attorney shall think fit; to exchange real or personal property for other real or personal property, and to execute and deliver the necessary instruments of transfer or conveyance to consummate such exchange; to execute and deliver subordination agreements subordinating any lien, encumbrance or other right in real or personal property to any other lien, encumbrance, or other right therein; also to bargain and agree for, buy, sell, mortgage, hypothecate, convey in trust or otherwise, and in any and every way and manner deal in and with goods, wares and merchandise, chooses in action, and other property in possession or in action, including authority to utilize my eligibility for VA Guaranty; also to transfer, assign, and deliver stock and the certificate or certificates evidencing the ownership of the same; and to make, do and transact all and every kind of business of what nature and kind soever; and, also, for the undersigned and in the name(s) and as the act and deed of the undersigned, to sign, seal, execute, deliver and acknowledge such deeds, covenants, leases, indentures, agreements, mortgages, deeds of trust, hypothecations, assignments, bottomries, charter parties, bills of lading, bills of sale, bills, bonds, notes, receipts, evidences of debts, releases, and satisfactions of mortgage, judgement and other debts, and such other instruments in writing, of whatever kind of nature, as may be reasonable, advisable, necessary or proper in the premises. Each and all of the powers herein granted shall be exercised by said Attorney as to the following described property only: Commonly known as:

**GIVING AND GRANTING** unto said Attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises, as fully to all intents and purposes as the undersigned might or could do if personally present, the undersigned hereby expressly ratifying and confirming all that said Attorney shall lawfully do or cause to be done by virtue of these presents.

Dated: \_\_\_\_\_

\_\_\_\_\_  
[Print Name of Party]

\_\_\_\_\_  
[Print Name of Party]

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

S.S.

On \_\_\_\_\_ before me,

\_\_\_\_\_  
a Notary Public in and for said County and State, personally appeared

\_\_\_\_\_  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s), acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(This area for official notarial seal)