

# NEW MEXICO REAL ESTATE POWER OF ATTORNEY

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## IMPORTANT INFORMATION

This power of attorney authorizes another person (your agent) to make decisions concerning your real estate for you (the principal). Your agent will be able to make decisions and act with respect to your real estate.

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 entitled to reasonable compensation unless you state otherwise in the Special Instructions.

This form provides for designation of one agent. If you wish to name more than one agent you may name a co-agent in the Special Instructions. Co-agents are not required to act together unless you include that requirement in the Special Instructions.

If your agent is unable 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.

**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, \_\_\_\_\_ of \_\_\_\_\_ [Address],  
authorize \_\_\_\_\_ of \_\_\_\_\_ [Address],  
as my agent (attorney-in-fact) to act for me and in my name and for my use and benefit for:

- A single property. The property located at \_\_\_\_\_  
[Address].
- Any property. Any property that I own, solely or partly.
- Multiple properties. The properties listed below:

\_\_\_\_\_ [Address]  
\_\_\_\_\_ [Address]  
\_\_\_\_\_ [Address]

( If my agent is unable or unwilling to act for me, I name \_\_\_\_\_ of  
\_\_\_\_\_ [Address] as my successor agent.)



**GRANT OF AUTHORITY**

I grant my agent and any successor agent the power and authority to act for me concerning the aforementioned property(ies), with respect to the following subjects: (Check all that apply)

- Selling and Buying. Buy, sell, transfer or exchange real estate on my behalf, including negotiating terms, executing contracts, and completing transactions.
- Managing and Maintaining. Manage and maintain my property, including the hiring and supervision of any necessary contractors or property management companies.
- Leasing. Lease or rent out my property, including negotiating terms of the lease, executing lease agreements, and managing tenant relationships.
- Financing. Finance and mortgage my property, including refinancing any existing mortgages.
- Accepting Payment. Accept payment on my behalf when a property is sold and to use those funds per my instructions.
- Executing Contracts. Negotiate and enter into any contracts related to my property, such as contracts with realtors, contractors, tenants, or other third parties.
- Legal Proceedings. Handle any legal proceedings related to my property, including hiring legal representation and making decisions regarding litigation.
- Tax Matters. Handle tax matters related to my property, including paying property taxes, disputing tax assessments, and filing tax returns.
- Managing Insurance. Manage all matters related to insurance coverage for my property, including purchasing insurance, making claims, and renewing policies.
- Other: \_\_\_\_\_

**LIMITATION ON AGENT'S AUTHORITY**

The following are excluded from the power and authority granted to my agent:

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**SPECIAL INSTRUCTIONS (OPTIONAL)**

You may give special instructions on the following lines:

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**EFFECTIVE DATE**

This power of attorney shall be effective: This power of attorney is effective:  immediately  on \_\_\_\_\_, 20\_\_.

**TERMINATION**

This power of attorney shall terminate: (Check one)

- On a specific date. \_\_\_\_\_, 20\_\_.
- Upon the principal's death. In the event of my subsequent death.

(Check one)

- DURABLE Power of Attorney. This power of attorney shall not be affected by my subsequent disability or incapacity, or lapse of time.
- REGULAR Power of Attorney. This power of attorney shall terminate if I become disabled or incapacitated.

In addition, this power of attorney shall terminate anytime by a Revocation of Power of Attorney that I execute.



**RELIANCE ON THIS POWER OF ATTORNEY**

Any person, including my agent, may rely upon the validity of this power of attorney or a copy of it unless that person knows it has terminated or is invalid.

**SIGNATURE AND ACKNOWLEDGMENT**

\_\_\_\_\_  
Signature of Principal

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name Printed

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number



**WITNESS SIGNATURES**

I hereby acknowledge that the foregoing Power of Attorney was signed by \_\_\_\_\_  
[Principal] in my presence.

FIRST WITNESS:

\_\_\_\_\_  
**First Witness' Signature** Date

\_\_\_\_\_  
**First Witness' Name**

\_\_\_\_\_  
**First Witness' Address**

\_\_\_\_\_  
City State Zip Code

SECOND WITNESS:

\_\_\_\_\_  
**Second Witness' Signature** Date

\_\_\_\_\_  
**Second Witness' Name**

\_\_\_\_\_  
**Second Witness' Address**

\_\_\_\_\_  
City State Zip Code



**NOTARY ACKNOWLEDGEMENT**

State/Commonwealth of \_\_\_\_\_  
County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, \_\_\_\_\_, personally  
appeared \_\_\_\_\_, personally known to me or who proved to me on the basis of  
satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged to  
me that he/she executed the same and that by his/her signature on this instrument the person executed  
this instrument.

\_\_\_\_\_  
Signature of Notary

(Seal, if any)

My commission expires: \_\_\_\_\_

