

OHIO REAL ESTATE POWER OF ATTORNEY

IMPORTANT INFORMATION

This power of attorney authorizes another person (your agent) to make decisions concerning your property for you (the principal). 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. The meaning of authority over subjects listed on this form is explained in the Uniform Power of Attorney Act (sections 1337.21 to 1337.64 of the Revised Code).

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 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 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.

This power of attorney becomes effective immediately unless you state otherwise in the Special Instructions.

ACTIONS REQUIRING EXPRESS AUTHORITY

Unless expressly authorized and initialed by me in the Special Instructions, this power of attorney does not grant authority to my agent to do any of the following:

- (1) Create a trust;
- (2) Amend, revoke, or terminate an inter vivos trust, even if specific authority to do so is granted to the agent in the trust agreement;
- (3) Make a gift;
- (4) Create or change rights of survivorship;
- (5) Create or change a beneficiary designation;
- (6) Delegate authority granted under the power of attorney;
- (7) Waive the principal's right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan;
- (8) Exercise fiduciary powers that the principal has authority to delegate.



CAUTION: Granting any of the above eight powers will give your agent the authority to take actions that could significantly reduce your property or change how your property is distributed at your death.

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.

(Check if applicable. Strike out if not.)

☐ I hereby give notice that I have revoked, and do hereby revoke, any previous power of attorney given or empowering another agent to act as my true and lawful attorney in fact. I declare that all power and authority granted under said power of attorney is hereby revoked and withdrawn.

DESIGNATION OF AGENT

I, _____ [name of principal] name the following 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 AUTHORITY

I grant my agent and any successor agent authority to act for me with respect to the following powers for:
(Check one)

☐ All real property owned by me.

☐ The real estate located at _____ [Address]
and with a legal description of _____.

You must INITIAL and CHECK by each power you want to include in the agent's authority:

_____ ☐ **Negotiation/Acceptance of Price and Terms of Real Estate.** The negotiation of the price and terms of a purchase or sale of real estate and agreement to the final price and terms of the transaction.

_____ ☐ **Sale of Real Estate.** Subsequent to the agreement as to price and terms, the sale of real estate, including, but not limited to the execution, modification and delivery of any and all documents required in connection to the sale; provided, however, agent has authority to modify price and terms only if authority under "Negotiation and Acceptance of Price and Terms" has been granted.

_____ ☐ **Receipt of Proceeds of the Sale of Real Estate.** The receipt of closing proceeds for deposit into my account which has been disclosed to my agent.

_____ ☐ **Purchase of Real Estate.** Subsequent to the agreement as to price and terms, the purchase of real estate with the financing and mortgaging of the real estate, including, but not limited to the execution, modification and delivery of any and all documents required in connection to the financing and purchase of the real estate. My agent is authorized to perform withdrawals and disbursements of funds required for the closing from my account which has been disclosed to my agent provided, however, agent has authority to modify price and terms only if authority under "Negotiation and Acceptance of Price and Terms" has been granted.

_____ ☐ **Management of Real Estate.** The maintenance and management of the real estate such as but not limited to, rent negotiation, signing lease/sublease agreements, tenant eviction, signing of purchasing supplies, assistance or labor recruitment, and overseeing repairs or alterations, and any other representation required for the day-to-day management of the real estate.

_____ ☐ **Refinancing of Real Estate.** The refinancing of my debts, including, but not limited to the debts secured by a mortgage on the real estate. My agent is authorized to perform any and all acts required for such refinancing, including but not limited to, the modification, execution and delivery of any and all documents required in connection to the refinancing. My agent is authorized to perform the withdrawal and disbursements of funds required to complete the refinancing from my account which has been disclosed to my agent.



_____ ☐ **Other.** _____

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

Unless I have stated otherwise in the Special Instructions, this power of attorney is effective: (Check one)

- ☐ Immediately
- ☐ Upon my subsequent disability or incapacity
- ☐ On _____, 20____
- ☐ Other: _____

TERMINATION (Check one and strike out the other)

- ☐ **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.



NOMINATION OF GUARDIAN (OPTIONAL)

If it becomes necessary for a court to appoint a guardian of my estate or my person, I nominate the following person(s) for appointment:

Name of Nominee for guardian of my estate: _____

Nominee's Address: _____

Nominee's Telephone Number: _____

Name of Nominee for guardian of my person: _____

Nominee's Address: _____

Nominee's Telephone Number: _____

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 OF PRINCIPAL

Your Signature _____ Date _____

Your Name Printed: _____

Your Address: _____

Your Telephone Number: _____



State of Ohio
County of _____

This document was acknowledged before me on

_____, 20____, by _____ (Name of Principal).

Signature of Notary _____

(Seal, if any)

My commission expires: _____

This document prepared by: _____



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 upon 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 in good faith;
- (3) Do nothing beyond the authority granted in this power of attorney;
- (4) Attempt to preserve the principal's estate plan if you know the plan and preserving the plan in consistent with the principal's best interest;
- (5) 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 the 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) Act with care, competence, and diligence;
- (4) Keep a record of all receipts, disbursements, and transactions made on behalf of the principal;
- (5) 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.

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) The death of the principal;
- (2) The principal's revocation of the power of attorney or your authority;
- (3) The occurrence of a termination event stated in the power of attorney;
- (4) The purpose of the power of attorney is fully accomplished;
- (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 Uniform Power of Attorney Act (sections 1337.21 to 1337.64 of the Revised Code). If you violate the Uniform Power of Attorney Act 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 Ohio

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 the power of attorney have not
terminated;

(2) If the power of attorney was drafted to become effective upon 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 ACKNOWLEDGMENT OF AGENT

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: _____

