

POWER OF ATTORNEY

_____ presently of _____, City of _____, State of _____, and Zip Code of _____, being citizen(s) of _____, have made, constituted and appointed, and by these presents do make, constitute and appoint, _____ presently of _____, City of _____, State of _____, and Zip Code of _____, to be my/our true and lawful attorney, for me/us in my/our name(s), place and stead to:

- (1) Sign, seal, execute and deliver and acknowledge such deeds, covenants, receipts and such other instruments in writing of whatever kind and nature as may be necessary or proper in the premises;
- (2) Order title insurance, to do business with banks, and particularly endorse all checks and drafts made payable to my order and collect the proceeds;
- (3) To execute mortgages, notes, land contracts or other evidence of indebtedness or security devices; and
- (4) Make such payments and expenditures as may be necessary in connection with any of the foregoing matters, as are necessary to effectuate the of the real estate located in the _____ of _____, County of _____ and State of Michigan, commonly known as _____, and further described as:

Tax Code / Parcel ID: _____

I/We give and grant to my/our said attorney full power and authority to do and perform each and every act whatsoever necessary to be done in the premises, as fully to all intents and purposes as I/we might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that my/our said attorney may do pursuant to this power.

This Power of Attorney is not affected by the principal's subsequent disability or incapacity or by lapse of time except as provided below (MCLA 700.5501). This Power of Attorney expires 180 days after execution.

IN WITNESS WHEREOF, I/we have hereunto set my/our hand(s) and seal this ____ day of _____, 20____.

Signed by: _____

STATE OF MICHIGAN)
COUNTY OF Agent _____)

POWER OF ATTORNEY

(Continued)

On this day of _____, 20____, before me personally appeared _____, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

_____, Notary Public

_____ County

My Commission Expires: _____

Acting in the County of: _____

Drafted by: _____ When Recorded Return To: _____

DISCLAIMER: This form is based on the form provided by Liberty Title®. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. Neither the Liberty Title® nor 1st Michigan Realty is responsible for use or misuse of the form, for misrepresentation, or for warranties made in connection with the form.

DURABLE POWER OF ATTORNEY ACKNOWLEDGMENT OF RESPONSIBILITIES

I, _____, have been appointed as attorney-in-fact for _____, the principal, under a durable power of attorney dated _____. By signing this document, I acknowledge that if and when I act as attorney-in-fact, all of the following apply:

- (a) Except as provided in the durable power of attorney, I must act in accordance with the standards of care applicable to fiduciaries acting under durable powers of attorney.
- (b) I must take reasonable steps to follow the instructions of the principal.
- (c) Upon request of the principal, I must keep the principal informed of my actions. I must provide an accounting to the principal upon request of the principal, to a guardian or conservator appointed on behalf of the principal upon the request of that guardian or conservator, or pursuant to judicial order.
- (d) I cannot make a gift from the principal's property, unless provided for in the durable power of attorney or by judicial order.
- (e) Unless provided for in the durable power of attorney or by judicial order, I, while acting as attorney-in-fact, shall not create an account or other asset in joint tenancy between the principal and me.
- (f) I must maintain records of my transactions as attorney-in-fact, including receipts, disbursements, and investments.
- (g) I may be liable for any damage or loss to the principal, and may be subject to any other available remedy, for breach of fiduciary duty owed to the principal. In the durable power of attorney, the principal may exonerate me of any liability to the principal for breach of fiduciary duty except for actions committed by me in bad faith or with reckless indifference. An exoneration clause is not enforceable if inserted as the result of my abuse of a fiduciary or confidential relationship to the principal.
- (h) I may be subject to civil or criminal penalties if I violate my duties to the principal.

IN WITNESS WHEREOF, I/we have hereunto set my/our hand(s) and seal this day of _____, 20_____.

Signature: _____

STATE OF MICHIGAN)
COUNTY OF _____)

On this _____ day of _____, 20____, before me personally appeared _____, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

Notary Public,

County
My Commission Expires: _____
Acting in the County of _____

Drafted by: _____ After recording return to: _____