

Uniform Durable Power of Attorney  
(Special Power for Real Estate Transactions)

**NOTICE: The powers granted by this document are broad sweeping. They are explained in the Durable Power of Attorney Act, Chapter XII, Texas Probate Code. If you have any questions about these powers, obtain competent legal advice. This document does not authorize anyone to make medical and other health-care decisions for you. You may revoke this Power of Attorney if you later wish to do so.**

I, <Borrower> (name as stated on the Title) of <b-Lead Address>, [[b-Lead City, St, Zip]], <b-Lead State>, <b-Lead Zip>

appoint <CoBorrower> (Legal name of agent; Attorney-in-fact), as my agent to act for me in any lawful way with respect to all of the following powers except for a power that I have crossed out below:

**INSTRUCTIONS  
TO WITHHOLD A POWER, YOU MUST CROSS OUT EACH POWER WITHHELD.**

- (A) Real property transactions;
- (B) Tangible personal property transactions;
- (C) Stock and bond transactions;
- (D) Commodity and option transactions;
- (E) Banking and other financial institution transactions;
- (F) Business operating transactions;
- (G) Insurance and annuity transactions;
- (H) Estate, trust, and other beneficiary transactions;
- (I) Claims and litigation;
- (J) Personal and family maintenance;
- (K) Benefits from social security, Medicare, Medicaid, or other governmental programs or civil or military service;
- (L) Retirement plan transactions;
- (M) Tax matters

**IF NO POWER LISTED ABOVE IS CROSSED OUT, THIS DOCUMENT SHALL BE CONSTRUED AND INTERPRETED AS A GENERAL POWER AND AUTHORITY TO PERFORM OR UNDERTAKE ANY ACTION I COULD PERFORM OR UNDERTAKE IF I WERE PERSONALLY PRESENT.**

**SPECIAL INSTRUCTIONS**

ON THE FOLLING LINES YOU MAY GIVE SPECIAL INSTRUCTIONS LIMITING OR EXTENDING THE POWERS GRANTED TO YOUR AGENT.

1. This Power of attorney is for a specific purchase transaction with a mortgage loan in the original principle amount of **[[1st Lien \$]]** (Exact loan amount) in which the lender is Cornerstone Mortgage Company. The property subject to this purchase is described as follows:

**[[Legal Address:28]], <County>**

Lot \_\_\_\_\_, Block \_\_\_\_\_, Subdivision \_\_\_\_\_  
Section \_\_\_\_\_, County and State \_\_\_\_\_

And being more commonly known as **<Property Address>, <City>, <State> <Zip>**.

2. I direct my agent to file this Power of Attorney with the office of County Clerk for recording into the Real Property Records of the County in which the above-described real property is located.
3. This Power of Attorney shall terminate at 11:59 p.m. on the date this transaction is completed.

UNLESS YOU DIRECT OTHERWISE, THIS POWER OF ATTORNEY IS EFFECTIVE IMMEDIATELY AND WILL CONTINUE UNTIL IT IS REVOKED.

This Power of Attorney is not affected by my subsequent disability or incapacity. I hereby ratify and confirm to all that my Attorney-in-fact, or his/her successors, shall lawfully do or cause to be done by virtue of this Power of Attorney and the rights, powers and authority granted herein. I agree that any third party who receives a copy of this document may act under it. Revocation of the durable power of attorney is not effective as to a third party until the third party receives actual notice of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this Power of Attorney. If any agent named by me dies, becomes legally disabled, assigns, or refuses to act, I name the following (each to act alone and successively, in the order named) as successor(s) to that agent:

\_\_\_\_\_  
(If none please fill in "NONE")

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
**[[Borrower]]**  
(Person assigning Attorney-in-fact)

Notary Public:

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

Before me, \_\_\_\_\_ the undersigned officer, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, **[[Borrower]]**, (name of person assigning Attorney-in-fact) acknowledged the execution of the foregoing instrument.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

THE ATTORNEY-IN-FACT OR AGENT, BY ACCEPTING OR ACTING UNDER THE APPOINTMENT, ASSUMES THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITES OF AN AGENT.

AFTER RECORDING, RETURN TO: **Cornerstone Mortgage Company** **Phone 512-328-2225**  
**The Terrace, Desta One** **Fax 512-347-7856**  
**2600 Via Fortuna, Suite 330**  
**Austin, Texas 78746**