



## Power of Attorney: Don't let it become a deal stopper

A Power of Attorney is presented to title companies on a regular and ongoing basis for use in closing that important transaction. When you present a Power of Attorney to escrow, don't let it become a "Deal Stopper."

*Beware if the Power of Attorney:*

1. Is vague and does not contain ample authority to enact the transaction at hand.
2. Was prepared with an expiration date that expires prior to the intended closing date.
3. Is being used in a self-serving manner. (The attorney-in-fact conveying to himself or an alter ego entity.)
4. When executed offshore (outside of the United States), comes back with an insufficient or inappropriately executed notarization.
5. Is executed by the grantor in any manner not consistent with how he/she holds recorded title.
6. Is intended for use on a property that's owned by a trust. A copy of the trust must be provided and approved by the title company to determine that the trustee has the authority to appoint and authorize a power of attorney.
7. Hasn't been approved by the intended lender, if applicable.

**TAKE THAT IMPORTANT STEP OF LETTING YOUR TITLE COMPANY REVIEW AND APPROVE THE POWER OF ATTORNEY INTENDED FOR USE, SO IT DOESN'T BECOME A DEAL STOPPER.**

