



**INSTRUCTIONS FOR SIGNING BROKERAGE AGREEMENTS AND PURCHASE AND SALE AGREEMENTS**

**Estate Signatures: (Executor)**

*Jane Doe as Executor for the Estate of John Doe*

The Estate of John Doe

Executor is used when the decedent died with a will.

**Estate Signatures: (Administrator)**

*Jane Doe as Administrator for the Estate of John Doe*

The Estate of John Doe

Administrator is used when the decedent died without a will.

**Estate Signature: (Probating with a Will & Letters Testamentary not yet issued by the court). Include Stipulation:**

Seller's obligations under this Agreement are contingent upon the appropriate court having jurisdiction over the Seller's estate issuing Letters Testamentary giving authority to sell by \_\_\_\_\_ . In the event said court does not issue Letters Testamentary by said date, Buyer may terminate this Agreement without penalty upon notice to Seller.

**Estate Signatures: (Proposed Executor)**

*Jane Doe as Proposed Executor for the Estate of John Doe*

The Estate of John Doe

**Estate Signature: (Probating without a Will & Letters of Administrator not yet issued by the court). Include Stipulation:**

Seller's obligations under this Agreement are contingent upon the appropriate court having jurisdiction over the Seller's estate issuing Letters of Administration giving authority to sell by \_\_\_\_\_ . In the event said court does not issue Letters of Administration by said date, Buyer may terminate this Agreement without penalty upon notice to Seller.

**Estate Signatures: (Administrator)**

*Jane Doe as Proposed Administrator for the Estate of John Doe*

The Estate of John Doe



**Trust Signatures:**

(The Closing Attorney will require the Trust Agreement and any Amendments. The Seller must have these available to send. Best practice is to send them with the contract to the Closing Attorney at the start of the process.)

*Jane Doe as Trustee for the Doe Family Trust*

The Doe Family Trust

**Power of attorney Signatures:**

(Note that a general POA is acceptable for the contract but are usually not accepted for the closing. The Closing Attorney must review any POA to verify whether it will be acceptable to the title company or a new one must be signed.)

*John Doe by Jane Doe as Attorney in Fact*

John Doe by Jane Doe as Attorney in Fact

The Power of Attorney  
is the document.  
The Attorney in Fact  
is the person.

OR

*Jane Doe for John Doe as Attorney in Fact*

Jane Doe for John Doe as Attorney in Fact

**Corporation Signatures: (Correct signature depends upon the titles given in the Operating Agreement)**

(The Closing Attorney will require Articles of Incorporation and other corporate documents. The Seller must have these available to send. Best practice is to send them with the contract to the Closing Attorney at the start of the process.)

*John Doe as President (or Applicable Job Title)*

Doe Inc.

[www.thomasandbrownlaw.com](http://www.thomasandbrownlaw.com)

Send Contracts and Title Orders to: [Orders@proclosers.com](mailto:Orders@proclosers.com)



**LLC Signatures: (Correct signature depends upon the titles given in the Operating Agreement)**

(The Closing Attorney will require the Operating Agreement and other corporate documents. The Seller must have these available to send. Best practice is to send them with the contract to the Closing Attorney at the start of the process.)

*John Doe as Manager*

Doe LLC

OR

*John Doe as Managing Member*

Doe LLC

OR

*John Doe as Sole Member*

Doe LLC