

# TYPES OF DEEDS

General Warranty, Special Warranty, and Quitclaim Deeds



A deed is a legal instrument, in writing, duly executed and delivered, whereby the owner of real property, otherwise referred to as the grantor, conveys to another, referred to as the grantee, some right, title, or interest in or to the subject of real estate.

## GENERAL WARRANTY DEED

In a general warranty deed, the grantor guarantees the title to the real property against any defects existing before the grantor acquired title as well as during the time of the grantor's ownership.

A general warranty deed conveys both present and after-acquired interest of the grantor.

The operative language in a general warranty deed is usually the expanded version, "grants, bargains, sells and conveys"; however only the phrase "sells and conveys" is required by statute. In addition, a general warranty deed will include the phrase "and warrants title to the same" that is short hand for the following covenants:

1. That grantor, at the time of making the deed, is lawfully seized or vested with an indefeasible estate in fee simple and has good right and full power to convey the property;
2. That title is free and clear of all encumbrances, except those identified in the deed; and
3. That grantee and his heirs and assigns will enjoy the quiet and peaceable possession of the property and that the grantor will defend the title against all persons.

It is important to note that the above covenants of title, run not only to the benefit of grantee but to all persons down the chain of title from grantee, so that breach of covenants of warranty may be enforced not only by the direct grantee from grantor but also by grantee's successors and heirs. Also, the liability of the grantor may be imposed against either the grantor and/or the grantor's heirs.

## SPECIAL WARRANTY DEED

A special warranty deed differs from a general warranty deed in that where a general warranty deed guarantees title against interests predating the grantor's ownership of the property, a special warranty deed merely guarantees title only against defects arising during the time the grantor owned the real property. That is to say, a special warranty deed warrants title as against anyone whose interest has arisen from grantor, but not from others. Like a general warranty deed a special warranty deed includes after-acquired title.

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In addition, a special warranty deed will include the phrase “and warrant the title against all persons claiming under me,” or an expanded phrase with the same meaning “and warrants title against all claiming by, through, or under me.”

Using a special warranty deed should be considered when the grantor is willing to warrant against any adverse interest or defect in title which the grantor, herself, created but not against interests of or defects occurring before the grantor was the owner. In essence this deed says, I, as grantor of this property will be responsible and liable for anything I did to the title of the property but not for what others may have done.”

## QUITCLAIM DEED

A quitclaim deed is one in which the grantor warrants nothing. This deed conveys whatever interest the grantor has in the property, if any at all. To be clear, a quitclaim deed does not even represent that the grantor has any interest, whatsoever.

Unlike both a general warranty deed and a special warranty deed, a quitclaim deed does not convey any after-acquired title.

A quitclaim deed uses the operative language “sells and quitclaims.” Of note is the absence of the word “conveys” which is present in both a general warranty deed and special warranty deed.

A quitclaim deed is generally used where the grantor may or may not have an interest in the property or where the grantor is unwilling to warrant title. Typical types of uses for a quitclaim deed can be to clear title from an interest otherwise affecting marketable title such as an interest the grantor may possess through some prescriptive easement in an adjacent property.

## QUESTIONS?

Contact your account manager!