

WARRANTY DEED

ad valorem tax. A tax imposed proportionally on the value of something (esp. Real property), rather than on its quantity or some other measure.

deed, n. 1. Something that is done or carried out; an act or action. 2. A written instrument by which land is conveyed. 3. At common law, any written instrument that is signed, sealed, and delivered and that conveys some interest in property. - deed, vb. Cf. CONVEYANCE; BILL OF SALE.

"A deed is a writing sealed and delivered. For if either a parchment without writing be delivered as one's deed, yet it is not his deed, though an obligation be afterwards written in it: or if it be a writing but not sealed at the time of the delivery of it as his deed, it is a scrole and not his deed. Or if I make and seal a deed, and the party take it without my delivery, I may plead it is not my deed." Sir Henry Finch, Law, or a Discourse Thereof 108 (1759).

"All deeds are documents, but not all documents are deeds. For instance, a legend chalked on a brick wall, or a writing tattooed on a sailor's back may be documents but they are not deeds. A deed is, therefore, a particular kind of document. It must be a writing and a writing on paper or its like, e.g., vellum or parchment. Any instrument under seal is a deed if made between private persons. It must be signed, sealed, and delivered. A deed must either (a) effect the transference of an interest, right or property, or (b) create an obligation binding on some person or persons, or (c) confirm some act whereby an interest, right, or property has already passed." Gerald Dworkin, *Ogders' Construction of Deeds and Statutes* 1 (5th ed. 1967).

deed without covenants. See quitclaim deed.

full covenant and warranty deed. See warranty deed.

general warranty deed. See warranty deed.

grantee. One to whom a grant is made.

grantor. One who conveys property to another.

quitclaim deed. A deed that conveys a grantor's complete interest or claim in certain real property but that neither warrants nor professes that the title is valid. - Often shortened to quitclaim. - Also termed deed without covenants. Cf. warranty deed.

"A quitclaim deed purports to convey only the grantor's present interest in the land, if any, rather than the land itself. Since such a deed purports to convey whatever interest the grantor has at the time, its use excludes any implication that he has good title, or any title at all. Such a deed in no way obligates the grantor. If he has no interest, none will be conveyed. If he acquires an interest after executing the deed, he retains such interest. If, however, the grantor in such deed has complete ownership at the time of executing the deed, the deed is sufficient to pass such ownership.... A seller who knows that his title is bad or who does not know whether his title is good or bad usually uses a quitclaim deed in conveying." Robert Kratovil, *Real Estate Law* 49 (6th ed. 1974).

mortgagee. One to whom property is mortgaged; the mortgage-creditor, or lender. - Also termed mortgage holder.

mortgagor. One who mortgages property; the mortgage-debtor, or borrower.

satisfaction of mortgage. 1. The complete payment of a mortgage. 2. A discharge signed by the mortgagee or mortgage holder indicating that the property subject to the mortgage is released or that the mortgage debt has been paid and the mortgage conditions have been fully satisfied.

warranty deed. A deed containing one or more covenants of title; esp., a deed that expressly guarantees the grantor's good, clear title and that contains covenants concerning the quality of title, including warranties of seisin, quiet enjoyment, right to convey, freedom from encumbrances, and defense of title against all claims. - Also termed general warranty deed; full covenant and warranty deed. See WARRANTY (1). Cf. quitclaim deed; special warranty deed.

INSTRUCTIONS FOR PREPARATION OF WARRANTY DEED

(Individual)

1. Insert the name of the natural person who prepared the deed.
2. Insert the name of the firm or corporation by whom the preparer is employed.
3. Insert the street address/ mailing address of the corporation or firm.
4. Insert the city, state, and zip address for the firm or corporation by whom the preparer is employed.
5. Insert the amount of recording fee for the instrument, computed at \$10.00 for the first page and \$8.50 for each additional page. Some counties impose amounts in addition to the amounts shown for recording, documentary stamps, and intangible tax on mortgages. Check with the clerk of the circuit court in the county in which the instrument is to be recorded before completing the closing statement.
6. Insert the amount of documentary stamps that must be affixed to the deed, computed at \$.70 per hundred dollars or portion thereof of the purchase price. Some counties impose amounts in addition to the amounts shown for recording, documentary stamps, and intangible tax on mortgages. Check with the clerk of the circuit court in the county in which the instrument is to be recorded before completing the closing statement.
7. Insert the property appraiser's parcel identification number assigned to the property that is the subject of the transaction.
8. Insert the day of the month in which the deed is executed.
9. Insert the month in which the deed is executed.
10. Insert the year in which the deed is executed.
11. Insert the name and marital status of one Grantor.
12. Insert the name and marital status of additional Grantor.
13. Insert the name and marital status of one Grantee.
14. Insert the name and marital status of additional Grantee.
15. Insert the street or mailing address, city, state, and zip code of the Grantees.
16. Insert the legal description of the property that is the subject of the transaction. If the marital status of the Grantors is unknown, or even if the marital status is known, a non-homestead clause should be inserted following the legal description. Additionally, if title to the real property, at the request of the parties to the transaction, has not and will not be examined, a disclaimer should be inserted at this point in the deed.
17. Insert the year in which the transaction is closed, i.e., ad valorem real property taxes for 1998 and subsequent years (for transactions closed during 1998).
18. Insert any additional easements, restrictions, or limitations which attach to the real property that is the subject of the transaction.
19. Insert the printed/typed name of one Grantor, TOGETHER WITH marital status.
20. Insert the street or mailing address, city, state, and zip code of one Grantor's residence.
21. Insert the printed/typed name of additional Grantor, TOGETHER WITH marital status.
22. Insert the street or mailing address, city, state, and zip code of additional Grantor's residence.

This instrument prepared by
and please return to:

Name: _____ (1)
_____ (2)
_____ (3)
_____ (4)

Rec. \$ _____ (5)

Doc. St. \$ _____ (6)

Property Appraiser's Parcel
Identification No. _____ (7)

WARRANTY DEED
Individual
(STATUTORY FORM-SECTION 689.02, F.S.)

THIS INDENTURE, made this (8) _____ day of (9) _____, (10) 20_____,
between (11) _____, (12) _____,
of the County of Lake, State of Florida, Grantor, and (13) _____,
(14) _____ whose post office address is (15) _____
_____ of the County of Lake, State of Florida, Grantee.

Witnesseth, that Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS
(\$10.00), and other good and valuable consideration to Grantor in hand paid by Grantee, the
receipt whereof is hereby acknowledged, has granted, bargained and sold to Grantee, and
Grantee's heirs and assigns forever, the following described land, situate, lying and being in
Lake County, Florida, to-wit:

(16) Legal Description: _____

SUBJECT TO:

- 1. Ad valorem real property taxes for (17) 20_____ and subsequent years.
- 2. (18)_____

and Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

“Grantor” and “Grantee” are used for singular or plural, as context requires.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor’s hand and seal the day and year first above written.

Signed, sealed and delivered
in our presence witnesses:

Signature/Witness #1

GRANTOR SIGNATURE

(19)_____

Printed Name/Witness #1

(20) Address:_____

Signature/Witness #2

ADDITIONAL GRANTOR SIGNATURE

(21)_____

Printed Name/Witness #2

(22) Address:_____

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by _____ and _____.

Notary Public, State of Florida

(Print, Type, or Stamp Commissioned Name of Notary Public)

My commission expires:_____

Personally Known _____
OR Produced Identification _____
Type of Identification Produced: _____