

Unit 6 Textbook Rationales

1. a Although all the listed items influence it somewhat, state law has the greatest influence on requirements for a valid real property conveyance.
2. a Either the grantor, or someone acting under the grantor's authority, must execute (sign) every deed, and the grantor must have legal capacity to do so.
3. d Real estate contracts entered into by minors are generally voidable by the minor until the minor reaches the age of majority—18 in most states—or shortly thereafter.
4. a That document is a power of attorney; the person named in it is an attorney-in-fact. Deeds do not authorize one person to act for another.
5. b In the general warranty—often just called warranty—deed, the grantor makes more promises and gives the grantee more covenants than in any other deed.
6. a The quoted granting clause does not use the word *quitclaim* but does use the word *convey*, so it is not a quitclaim deed. It does not use the words *warrant generally*, so it is not a general warranty deed. Neither does it use the phrase *bargain and sell*. A special warranty deed uses such words as *remise*, *alienate*, and *convey*.
7. d *Quiet enjoyment* means freedom from claims of third parties—persons other than grantor and grantee.
8. b By giving bargain and sale deeds, grantors are implying that they actually own and possess the property, but there are no express warranties against encumbrances.
9. c Title in this case was transferred upon delivery and acceptance of the deed. At that moment, the deed was binding between the parties. The purchaser, when later recording the deed, was then also protected against third parties.
10. b The grantor gave an acknowledgment as to the validity and voluntary nature of the signature to a notary. The notary took the grantor's acknowledgment and attached a seal.
11. c Transfer of title by devise (will), descent (death intestate), and escheat (for lack of a will and lack of heirs) all occur after death. Involuntary alienation, such as condemnation, foreclosure sale, or tax sale, can occur during a person's lifetime.
12. c *Adverse possession* is (hostile) possession of real estate without the permission of the owner and contrary to the owner's best interests. If it continues in an open, conspicuous (notorious) way for the time set by statute (the statutory period), the adverse possessor may take legal action to be declared the owner on the basis of all these facts.
13. d The right of eminent domain allows a government entity to compel the sale of a property to that entity for a price set by court process—condemnation. This transfer of title (alienation) is forced and so is involuntary. When a person dies without a will (intestate) and without heirs, the property passes (escheats) to the state. The process is not initiated by the owner before death and so is classified as involuntary.
14. a Any promise to obtain documents to make the title good is the covenant of further assurance.

15. a The grantor promises to compensate the grantee for the loss sustained if the title fails at any time in the future in the covenant of warranty forever.
16. c A person who dies testate leaves a valid will; one who dies intestate does not. A person who makes a last will and testament is a testator. A devisee is one who receives a gift of real estate (a devise) through a will. A legatee is one who receives a gift of personal property (legacy) through a will.
17. d A will transfers title to real estate upon the death of the testator. Deeds must be delivered and accepted during the lifetime of the grantor to transfer title.
18. c A requirement for a valid will is mental competency of the testator at the time of writing the will. Because of mental incompetence, the owner in question died without a valid will (died intestate). Consequently, the property will pass to people chosen by the state law of descent.
19. c There will be two probates conducted: one in the county where the decedent resided and another in the county where the real estate is located.
20. d The habendum clause defines or explains the ownership to be enjoyed by the grantee, and its provisions must agree with those stated in the granting clause. The habendum clause begins with the words *to have and to hold*.