

SUPPLEMENT GENERAL WARRANTY DEED

A general warranty deed is on the next page. The explanation of some of the provisions in the deed follow below:

1 The grantor's name and address is at the beginning of the deed. While marital status is not required on a contract, it will be indicated on a deed. The grantor or grantee may have their marital status indicated as "a single man" or "a single woman." Older deeds found in the public records will have Latin terms such as "*baron sole*" or "*femme sole*" to indicate a single man or woman.

2 Because it is a requirement for a valid deed, the consideration is cited in the deed as being sufficient. Other modern deeds will have consideration cited as "\$10.00 and other good and valuable consideration." The exact consideration is not required because Texas is a non-disclosure state.

3 The property being conveyed is described. In this case, it is in a subdivision and is described by lot and block. Note that the volume and page number for the subdivision plat filing is included. The street address is not a part of the legal description, but is there as an informal reference that aids in the location of the property.

4 The grantor is reserving all of the oil, gas and other minerals. This reservation is binding on all future owners of the parcel of land. If a deed does not contain a reservation of minerals, all minerals owned by the grantor will be conveyed to the grantee.

5 Certain exceptions to the conveyance and warranty are cited including existing easements and rights-of-way. Grantee also agrees to pay all taxes for 2012, and agrees to pay any increase in the taxes that are due to a change in the use of the land. This is a significant consideration because of the possibility that the property will be assessed roll-back taxes if the land use is changed from agricultural to other uses such as residential or commercial.

6 The granting clause makes this a general warranty deed by agreeing to defend the title to the sovereignty of the soil. Other types of deeds may contain no warranty (quitclaim, bargain and sale) or a limited warranty (special warranty deed).

7 The signature of the grantor(s) is a requirement for a valid deed. An acknowledgment of the signatures by a notary is not a requirement for a valid deed, but is a requirement for recordation. This need of an acknowledgment for recordation means that it will appear on every deed.

Other clauses that are commonly included in a deed include provisions that the grantee is purchasing the property "as-is" and clauses that state that grantor is not responsible for the presence of toxic substances that may be discovered on the property in the future.

General Warranty Deed

Date: November 13, 2012

1 Grantor: HARRY QUINCY PEABODY and ALICE MARIE PEABODY,
husband and wife

Grantor's Mailing Address:

HARRY QUINCY PEABODY and ALICE MARIE PEABODY, husband and wife
1012 HAPPY ACRES LANE
LIVINGSTON, TX 75976
POLK COUNTY

Grantee: CHARLES ST. LOUIS, a single person

Grantee's Mailing Address:

CHARLES ST. LOUIS
1234 MAIN ST.
LIVINGSTON, TX 77561
POLK COUNTY

Consideration:

2 Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

3 LOTS 18 & 19 SECTION 5 OF THE HAPPY ACRES ADDITION, A SUBDIVISION RECORDED IN VOL. 18 PAGE 2345 OF THE POLK COUNTY DEED RECORDS IN POLK COUNTY, TEXAS MORE COMMONLY KNOWN AS 1012 HAPPY ACRES LANE, LIVINGSTON, TX 77351

Reservations from Conveyance:

4 For Grantor and Grantor's heirs, successors, and assigns forever, a reservation of all oil, gas, and other minerals in and under and that may be produced from the Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits from it.

Exceptions to Conveyance and Warranty:

5 Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2012, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

6 Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

HARRY QUINCY PEABODY


ALICE MARIE PEABODY

7 STATE OF TEXAS §
COUNTY OF POLK §

This instrument was acknowledged before me on _____, 2012, by HARRY QUINCY PEABODY and ALICE MARIE PEABODY.

Notary Public, State of Texas
My commission expires: _____

SPECIAL WARRANTY DEED

 1 The special warranty deed looks very much like the general warranty deed with the exception of the warranty clause itself. The general warranty deed contains a warranty of title back to the sovereignty of the soil. In both the general warranty deed and the special warranty deed, the grantor claims to own the property and to have the capacity to convey. The big difference is in the warranty of title. The language in the granting clause “by through or under Grantor but not otherwise” limits the warranty to title defects that occurred during his or her ownership of the property.

The general warranty deed is the most desirable and provides the purchaser with the greatest degree of protection. However, the special warranty deed is in common use by builders and by lenders selling foreclosed properties. The risk of the more limited warranty of title is generally negated when the grantee purchases or is provided with an owner’s policy of title insurance.

Special Warranty Deed

Date: November 13, 2014

Grantor: JACKSON RANDOLPH BOWEN and JANICE ELAINE BOWEN, husband and wife

Grantor's Mailing Address:



JACKSON RANDOLPH BOWEN and JANICE ELAINE BOWEN
512 WEST LANE
LIVINGSTON, TX 77351
POLK COUNTY

Grantee: DAVID MONROE SIMPSON, a single man

Grantee's Mailing Address:

DAVID MONROE SIMPSON
956 STERLING RD.
LIVINGSTON, TX 77351
POLK COUNTY

Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

LOTS 32 & 33 SECTION 4 OF LAKE ESTATES ADDITION, A SUBDIVISION THAT IS RECORDED IN VOL. 18 PAGE 466 OF THE POLK COUNTY DEED RECORDS IN POLK COUNTY, TEXAS, MORE COMMONLY KNOWN AS 1012 CREEKSIDE, LIVINGSTON, TX 77351.

Reservations from Conveyance:

For Grantor and Grantor's heirs, successors, and assigns forever, a reservation of all oil, gas, and other minerals in and under and that may be produced from the Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits from it.

Exceptions to Conveyance and Warranty:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2008, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

JACKSON RANDOLPH BOWEN

JANICE ELAINE BOWEN

STATE OF TEXAS §
COUNTY OF POLK §

This instrument was acknowledged before me on
_, 2014, by JACKSON RANDOLPH BOWEN and JANICE ELAINE BOWEN.

Notary Public, State of Texas
My commission expires: _____

QUITCLAIM DEED

The most notable feature of a quitclaim deed is what it lacks:

- The Grantor in a quitclaim deed does not even purport to own the property. The Grantor is merely stating that neither Grantor or Grantor's heirs successors or assigns will claim any rights to the property.
- The Grantor provides no warranty of title whatsoever.

The quitclaim deed is primarily used as a title curative tool. Title companies and attorneys commonly use the quitclaim deed when they want to clear any confusion in the chain of title to a property. It is also commonly used in a divorce case when one spouse conveys his or her interest in a property to the other.

Quitclaim Deed

Date: November 13, 2014

Grantor: CHARLES EVANS JACKSON and LINDA LOUISE JACKSON, husband and wife

Grantor's Mailing Address:

CHARLES EVANS JACKSON and LINDA LOUISE JACKSON
406 ADDISON LANE
LIVINGSTON, TX 77351
POLK COUNTY

Grantee: MACK MCANALLY, a single person

Grantee's Mailing Address:

MACK MCANALLY
1105 MAIN ST.
LIVINGSTON, TX 77351
POLK COUNTY

Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

LOT 119 SECTION 3 OF THE LANDING ADDITION, A SUBDIVISION THAT IS RECORDED IN VOL. 19 PAGE 345 OF THE POLK COUNTY DEED RECORDS IN POLK COUNTY, TEXAS MORE COMMONLY KNOWN AS 112 SHORELINE DRIVE, LIVINGSTON, TX 77351.

For the Consideration, Grantor quitclaims to Grantee all of Grantor's right, title, and interest in and to the Property, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Neither Grantor nor Grantor's heirs, successors, or assigns will have, claim, or demand any right or title to the Property or any part of it.

When the context requires, singular nouns and pronouns include the plural.

CHARLES EVANS JACKSON

LINDA LOUISE JACKSON

STATE OF TEXAS §

COUNTY OF POLK §

This instrument was acknowledged before me on _____, 2014, by CHARLES EVANS JACKSON and LINDA LOUISE JACKSON.

Notary Public, State of Texas

My commission expires: _____