

**Deed**

A written instrument, when executed and delivered, conveys title to or an interest in real estate.

**Grantor**

The person transferring title, or an interest in real property. A grantor must be competent to convey title. A corporate grantor must have legal existence and be authorized to hold and convey title to real property. The grantor must be clearly identified in the deed.

**Grantee**

The person who receives a conveyance of real property from a grantor. The grantee must be a person, either natural or otherwise (e.g. corporation, public agency, partnership, etc.) existing at the time of the conveyance and is capable of taking title.

**Warranty Deed or General Warranty Deed**

A deed in which the grantor fully warrants good clear title to the premises.

The usual covenants of title are covenant of seisin (possession), covenant of quiet enjoyment, covenant against encumbrances, covenant of warranty forever and covenant of further assurance. A warranty deed warrants the title, not the quality of construction of the real property. A warranty deed is used in most real estate deed transfers and offers the greatest protection of any deed.

**Special Warranty Deed or Covenant Deed**

A deed in which the grantor warrants or guarantees the title only against defects arising during the period of his or her tenure and ownership of the property and not against defects existing before that time. Such a deed is usually identified by the language "by, through, or under the grantor, but not otherwise." A special warranty deed is often used when a fiduciary such as an executor or trustee conveys the property of his or her principal, because the fiduciary usually has no authority to warrant against acts of his or her predecessors in title.

**Quitclaim Deed**

Quitclaim deeds transfer or "quit" any interest in real property. The grantor may not be in title at all, so the grantee cannot assume that the grantor has any real interest to convey. However, if the grantor were, say, married to the owner of the property, signing and recording a quitclaim deed in favor of the spouse would transfer any interest the grantor may have in the property to the spouse. Common misspellings: quick claim deed, quit claim deed.

**Sheriff's Deed**

The deed given after a sheriff's sale.

**Tax Deed**

An instrument, similar to a certificate of sale, given to a purchaser at a tax sale.

**Trustee's Deed**

A deed executed by a trustee conveying land held in a trust.

**Gift Deed**

A deed in which the consideration is "love and affection." Because the deed is not supported by valuable consideration, the donee (recipient of the gift) may not be able to enforce against the donor certain promises or agreements contained in the deed.

**Grant Deed**

A type of deed in which the grantor warrants to the grantee, that he has not previously conveyed the estate, that he has not encumbered the property (except as noted in the deed) and that he will convey any title to the property he may later acquire.

**Bargain and Sale Deed**

A deed that carries with it no warranties against liens or other encumbrances but that does imply that the grantor has the right to convey title. The grantor may add warranties to the deed at his or her discretion.

**Trust Deed or Deed of Trust**

A legal document in which title to property is transferred to a third-party trustee as security for an obligation owed by the trustor (borrower) to the beneficiary (lender). A trust deed is similar to a mortgage—the main difference is that it involves three parties. When a borrower repays the note secured by a trust deed, the trustee must re-convey title back to the borrower by way of a deed of re-conveyance.

**Reconveyance Deed or Release Deed**

A document, also known as a deed of re-conveyance, that transfers all rights given a trustee under a deed of trust loan back to the grantor after the loan has been fully repaid.

**Deed restrictions**

Provisions placed in deeds to control future uses of the property.