

## **SPECIAL WARRANTY DEED**

### **GUARANTEE OF TITLE FROM GRANTOR'S TIME OF OWNERSHIP**

This Guarantee of Title from Grantor's Time of Ownership (hereinafter referred to as the "Agreement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between:

Grantor: \_\_\_\_\_

Address: \_\_\_\_\_

Grantee: \_\_\_\_\_

Address: \_\_\_\_\_

### **RECITALS**

WHEREAS, the Grantor is the owner of certain real property located at \_\_\_\_\_ (hereinafter referred to as the "Property");

WHEREAS, the Grantor desires to transfer the Property to the Grantee with a limited guarantee of title, specifically guaranteeing the rights to the title from the Grantor's time of ownership but not from any prior owners;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

## 1. DEFINITIONS

1.1 "Grantor" shall mean the party transferring the Property.

1.2 "Grantee" shall mean the party receiving the Property.

1.3 "Property" shall mean the real estate located at \_\_\_\_\_ .

1.4 "Encumbrance" shall mean any claim, lien, charge, or liability attached to and binding real property.

## 2. GUARANTEE OF TITLE

2.1 The Grantor hereby guarantees that during the period of the Grantor's ownership, the title to the Property was free from encumbrances, liens, or defects, except as expressly noted in this Agreement.

2.2 The Grantor does not guarantee the title against any claims or defects arising from the ownership of any prior owners.

2.3 The Grantor warrants that they have not done or suffered anything whereby the Property has been encumbered in any way during their ownership.

## 3. EXCEPTIONS

3.1 This guarantee does not cover any defects, liens, or encumbrances existing prior to the Grantor's ownership of the Property.

3.2 Any encumbrances or defects disclosed in the public records or known to the Grantee prior to the execution of this Agreement are excluded from this guarantee.

## 4. CONSIDERATION

4.1 The Grantee agrees to pay the sum of \$ \_\_\_\_\_ as consideration for the transfer of the Property and the limited guarantee of title provided herein.

## 5. DEFAULT AND REMEDIES

5.1 In the event of a breach of this Agreement by the Grantor, the Grantee shall have the right to seek all remedies available at law or in equity, including but not limited to specific

performance or damages.

## 6. GOVERNING LAW AND JURISDICTION

6.1 This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_ .

6.2 Any legal action or proceeding arising under this Agreement shall be brought exclusively in the courts of the State of \_\_\_\_\_ .

## 7. SEVERABILITY

7.1 If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be severed, and the remaining provisions shall continue in full force and effect.

## 8. ENTIRE AGREEMENT

8.1 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, or representations, whether oral or written.

## 9. NOTICE

9.1 Any notice required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by registered or certified mail, return receipt requested, to the addresses specified above.

## 10. AMENDMENT

10.1 This Agreement may only be amended by a written document signed by both parties.

## 11. TERMINATION

11.1 This Agreement may be terminated by mutual written consent of both parties.

## 12. SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above

written.

Grantor: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Grantee: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

#### WITNESS

Witness: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

#### NOTARIZATION

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_, before me, the undersigned, a Notary Public  
in and for said State, personally appeared \_\_\_\_\_, known to  
me to be the person(s) whose name(s) is/are subscribed to the within instrument and  
acknowledged that he/she/they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_