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After recording return to:

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## FORM OF MASSACHUSETTS QUITCLAIM DEED

\_\_\_\_\_, a \_\_\_\_\_ (the “Grantor”), with an address of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, for consideration of \_\_\_\_\_ (\$ \_\_\_\_\_)<sup>1</sup>, grants to \_\_\_\_\_, a \_\_\_\_\_, with an address of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,

with **quitclaim covenants**<sup>2</sup>

the land known and numbered as \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, more particularly described on Exhibit B attached hereto, together with any improvements thereon,

subject to taxes and assessments not yet due and payable, any existing easements, rights of way and other encumbrances and restrictions of record to the extent in force and applicable. [*Buyer favorable alternative*: Subject to taxes and assessments not yet due and payable and the exceptions listed on Exhibit A attached hereto.<sup>3</sup>]

For reference to Grantor’s title see [Quitclaim Deed] recorded in the \_\_\_\_\_ Registry of Deeds in Book \_\_\_\_\_, Page \_\_\_\_\_ [and / or filed with the \_\_\_\_\_ Registry District of the Land Court as Document No. \_\_\_\_\_].

Property Address:

<sup>1</sup> A deed must state the full consideration or the nature of other consideration if not money. Full consideration means the total price paid without deduction for any assumed liens. [See MGL c.183 §6](#)

<sup>2</sup> Massachusetts’ custom is to use quitclaim covenants (which are equivalent to special warranty covenants in most other states). [See MGL c.183 §17](#) for the definition of quitclaim covenants. Remove “with quitclaim covenants” for a release deed (which is equivalent to quitclaim in most other states). Substitute “with warranty covenants” for a general warranty deed. [See MGL c.183 §16](#) for the definition of warranty covenants.

<sup>3</sup> Buyers would prefer that the exceptions be explicitly listed on Exhibit B.

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This conveyance is not the sale of all or substantially all of the assets of the Grantor located in the Commonwealth.<sup>4</sup>

EXECUTED under seal as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

By: \_\_\_\_\_  
5

COMMONWEALTH OF MASSACHUSETTS

County of \_\_\_\_\_, ss.

On this \_\_ day of \_\_\_\_\_, 20 \_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory identification, which were [driver's license] or [based on the undersigned's personal knowledge of the identity of the principal], to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose. (as general partner of the partnership)(as \_\_\_\_\_ for \_\_\_\_\_, a corporation) (as manager for \_\_\_\_\_, a limited liability company)

\_\_\_\_\_  
(Official Signature and Seal of Notary)  
My Commission Expires:

<sup>4</sup> Under [MGL c. 62C §51](#) the assets of a corporation selling all or substantially all of its assets are subject to the inchoate lien for three years after the transfer. Inclusion of this statement if Seller is a corporation that is not selling all or substantially all of its assets is sufficient, but you should determine the statement is factually true. If the seller is a corporation and it is selling all or substantially all of its assets a waiver of tax lien should be obtained from the Massachusetts Department of Revenue and recorded with the deed. It currently takes several weeks to obtain a corporate tax lien waiver. The Section 51 lien applies only to corporations.

<sup>5</sup> If a corporation is a seller, execution by (a) the president or a vice president and (b) the treasurer or an assistant treasurer, who may be the same person, shall be binding on the corporation in favor of a purchaser notwithstanding inconsistent provisions of the articles of organization, certificate of incorporation, charter, special act of incorporation, constitution, by-laws, resolutions or votes of the corporation. [See MGL c. 155,§8](#)

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Exhibit A  
Schedule of Encumbrances

Exhibit B  
Legal Description