

Deeds and Conveyances

Deeds and conveyances of real estate are something every real estate practitioner deals with. Sometimes, they are an afterthought, hurriedly put together before a closing. But they are important and should be paid attention to.

The purpose of this presentation is to provide insights into certain types of deeds, discuss what types of deeds are appropriate in particular situations, discuss conveyancing issues that practitioners will encounter, and to give practitioners an idea of some unusual items they may see from time to time with respect to deeds and conveyances. For the most part, these materials stay away from some of the more exotic concepts of present and future interests such as the fee simple determinable, fee simple subject to a condition subsequent, fee simple subject to an executory limitation, reverters, and rights of reentry. For a good general discussion of these concepts, I would recommend that interested parties consult Volume 18 of The Missouri Practice Series authored by Timothy Tryniecki.

These materials also contain forms of some of the more common deeds that a practitioner may encounter.

Common Types of Deeds—General Warranty Deeds, Special Warranty Deeds, and Quit Claim Deeds

The three most commonly encountered deeds in Missouri are general warranty deeds, special warranty deeds, and quit claim deeds.

General warranty deeds are the most common type of deed used in the conveyance of residential real estate and are sometimes used in commercial real estate transactions. General warranty deeds are the “gold standard” of warranty and title protection for purchasers. In a general warranty deed, a seller warrants to the purchaser that seller has good title to the property and will defend the purchaser against all adverse claims to title arising out of the seller or the seller’s predecessors in title.

Typically, a general warranty deed will use the words “grant, bargain and sell, convey and confirm” in the granting language of the deed. Section 442.420 RSMo provides that when the words “grant, bargain and sell” are used in a deed, it triggers the following covenants on the part of the grantor (unless expressly limited in the deed): (i) that the grantor had an indefeasible fee simple estate in the property at the time of execution of the deed, (ii) that, at the time of execution of the deed, the property was free from encumbrances created by or through the grantor or the grantor’s predecessors, and (iii) the covenant of further assurances of title in favor of the grantee.

These are very strong covenants in favor of the grantee. That being said, with the prevalence of title insurance in real estate transactions, most grantees will first look to make a claim against a title insurance policy. Of course, a grantee (or the grantee’s title company) may still decide to pursue the grantor for breach of the warranties and covenants in the deed.

Generally, at closing, the real estate contract is deemed to merge into the deed and, from that time forward, the deed dictates the parties’ rights. Kelsey v. Nathey, 869 S.W.2d 213, 217

(Mo. App. 1993). Merger, however, has been limited in more recent times to matters touching upon the deed itself, and collateral matters (for instance, an obligation of a seller to make repairs) will not merge into the deed. Id. at 217-18.

Special warranty deeds predominate in commercial real estate transactions in Missouri. At first glance, special warranty deeds and general warranty deeds look quite similar; however, the special warranty deed typically omits the word “grant” from the phrase “grant, bargain, and sell, convey and confirm” in order to avoid the covenants implied by Section 442.420 RSMo when the words “grant, bargain and sell” are used. Additionally, in a special warranty deed, a grantor typically limits its obligation to warrant and defend title to the property to claims arising under or through only the grantor, but not other parties (including the predecessors of grantor).

Because of the limited nature of the warranties of the grantor, a special warranty deed is appropriate for use where the grantor has limited knowledge or information regarding the property, for example, a bank that acquired a property in a foreclosure or a trustee serving under a trust (although a trustee may prefer to give a trustee’s deed instead of a special warranty deed).

As mentioned above, the special warranty deed has become the most common form of deed in commercial real estate transactions although general warranty deeds are still used from time to time.

Quit claim deeds offer purchasers of property no protection in the way of warranties of title. Instead, a quit claim deed only transfers to the grantee whatever interest, if any, in the property the grantor has. This interest may be good and marketable title or it may be no interest at all.

The title acquired by a grantee in a quit claim deed is subject to any prior equities or claims, and the grantee is deemed to have notice of the same. Pankins v. Jackson, 891 S.W.2d 845, 847 (Mo. App. 1995). Where a grantor refuses to deliver a deed other than a quit claim deed, this is sufficient to “arouse suspicion and put the grantee on notice,” with a presumption that the grantee has notice of defects to title. Id. If a purchaser is going to part with significant consideration and accept a quit claim deed, the purchaser should make sure that he or she has a title company lined up to issue a title insurance policy and that the title company will accept a quit claim deed for insurance purposes. Because of the risk associated with a quit claim deed, purchasers of real estate should be wary about accepting a quit claim deed.

Forms of general warranty deed, special warranty deed, and quit claim deed appear in the forms section of these materials.

Possible Tenancies in Property and Creation by Deed

Where the grantee in a deed consists of more than one person, there are three typical ways the grantees may hold the property: as tenants in common, as joint tenants with the right of survivorship, or as tenants by the entirety.

When property is conveyed to two (or more) persons who are not married to the other this ordinarily creates a tenancy in common between the owners. Unless otherwise specified or proven with competent evidence, each co-tenant is deemed to own an equal interest in the

property. Estate of Wilson, 740 S.W.2d 694, 697 (Mo. App. 1987). Similarly, if the parties intend a joint tenancy with right of survivorship, this must be shown by competent evidence or specified by the parties. Id. Each co-tenant owns a separate share of undivided property, has the right to convey, devise or mortgage his or her own interest, to exclude third parties from the property, and to receive a portion of the income produced by the property. Willits v. Peabody Coal Co., 332 S.W.3d 260, 264 (Mo. App. 2010). Tenants in common may either be natural persons or entities such as corporations. Tenancies in common and joint tenancies with the right of survivorship are similar in many respects, except that, in a joint tenancy with the right of survivorship, the interest of a co-tenant who dies passes to the surviving joint tenants. In a tenancy in common, upon the death of a co-tenant, his or her own interest will pass pursuant to a will or trust, or if the co-tenant died intestate, pursuant to the laws of intestacy. As mentioned above, if a joint tenancy with the right of survivorship is intended, this intention should be clearly expressed, preferably on the face of the deed.

Tenancies in common and joint tenancies with the right of survivorship may be severed by conveyance or partition. Johnson v. Woodard, 356 S.W.2d 526, 528 (Mo. App. 1962). Section 528.030 RSMo grants the right of partition to tenants in common and joint tenants in Missouri. Missouri courts recognize the ability to waive the right to partition by express or implied agreement. See Mack v. Mack, 286 S.W.2d 385 (Mo. App. 1956) (upholding restriction on partition in connection with divorce settlement); Spring v. Bradley, 188 S.W. 175 (Mo. 1916) (upholding implied prohibition against partition in connection with trust property). A Missouri court, however, may refuse to enforce a restriction on prohibition that contains no time limitation or other limitation of the prohibition, and in these circumstances, the restriction may be an unlawful restraint against alienation. See Haeussler v. Missouri Iron Co., 19 S.W. 75 (Mo. 1892) (striking down perpetual prohibition on partition); Stout v. Stout, 564 S.W.2d 89 (Mo. App. 1978) (finding that if an agreement not to partition existed it would be unenforceable because it contained no time limit or other limiting condition on the prohibition against partition).

Since a joint tenancy with the right of survivorship is dependent on the life and death of the joint tenants, it applies only to natural persons.

The final type of tenancy commonly encountered in Missouri is a tenancy by the entirety. Tenancies by the entirety are only available to married couples. In Missouri, a conveyance to a husband and a wife as joint grantees ordinarily gives rise to the creation of a tenancy by the entirety. Estate of Armack, 561 S.W.2d 109, 111 (Mo. banc 1978). To avoid any question about this, a party drafting a deed may wish to specify that the married couple is taking title to the property as tenants by the entirety. Since marriage is a prerequisite of the tenancy by the entirety, this form of ownership is not available to corporations, limited liability companies, and other entities that are not natural persons. Upon the death of one spouse, the entire ownership of the property vests in the surviving spouse. The tenancy by the entirety is not severable except in the event of a divorce.

Deed Restrictions

Generally, an owner may impose restrictions on land so long as the restrictions do not violate public policy. Palfrey v. Killian, 27 S.W.2d 462, 463 (Mo. App. 1930). Restrictive

covenants are not favored by the law and they will be narrowly construed. Perry v. Spavale, 828 S.W.2d 709, 711 (Mo. App. 1992).

In earlier days, restrictions often took the form of conditions subsequent, however, this practice has fallen out of favor as purchasers are hesitant to accept title to property which could result in a forfeiture of the property. TIMOTHY TRYNIECKI, VOL. 18 MISSOURI PRACTICE, REAL ESTATE LAW-TRANSACTIONS & DISPUTES, Section 23:1 (2008). Short deed restrictions may be placed in the deed itself while longer restrictions are often found in a separate recorded instrument referred to in the deed. ERIC ZIEGENHORN, 6 MISSOURI PRACTICE, LEGAL FORMS, Section 2:123 (2003).

In Citibrook II, L.L.C. v. Morgan's Foods of Missouri, Inc., 239 S.W.3d 631 (Mo. App. 2007), the court construed a restriction contained in the deed itself. In the case, Citibrook conveyed certain property being used as a Kentucky Fried Chicken restaurant ("KFC") to a grantee, inserting a provision in the deed restricting the use of the property forever to a KFC. Id. at 633. Over time and subsequent conveyances, the property continued to be used as a KFC until the defendant entered into a new lease for a chicken and fish restaurant not KFC. Id. Citibrook brought suit, and on appeal the court determined although the restrictive covenant regarding use as a KFC was clear, the restriction was invalid because it purported to endure "forever". Id. at 634, 636. In deciding the case, the court noted that restrictive covenants are strictly construed and where there is any doubt as to the validity of a restriction, the doubt is "'resolved in favor of the free use of the property.'" Id. at 635 (citation omitted). Likewise, the court noted that one requirement for the enforceability of a restrictive covenant is that it exists for a reasonable period of time. Id.

Deeds with Conditional Limitations

Occasionally, a practitioner will run into a property that has been conveyed for a particular, specified use. This is relatively rare in modern transactions, but there are a number of reported cases involving these facts.

One of these cases is Chouteau v. City of St. Louis, 55 S.W.2d 299 (Mo. banc. 1932), where the heirs of Auguste Chouteau brought suit against the City of St. Louis in connection with the Old Courthouse located on 4th Street and Market Street in downtown St. Louis. The plaintiff claimed an interest in the property because the City ceased using the Old Courthouse as a courthouse once the new Civil Courts building was opened at 11th Street and Market Street. Id. at 299. The deed conveying the property recited that the site conveyed was for a courthouse for St. Louis County (the City still being located within the County of St. Louis at that time). Id. at 300. The plaintiff claimed that the estate created was a determinable fee interest, however, the Court found that the proper words for the creation of such an estate, "'until', 'during', 'so long as,' and the like" were missing from the deed, and no determinable fee was created. Id. at 301. The plaintiff also argued that the deed conveyed an "estate upon condition subsequent" whereby the occurrence of the condition, i.e., the cessation of the use of the property as a courthouse, would cause the property to revert to him. Id. at 301. The Court noted that the deed did not contain any express right of reverter, and although the Court could consider the remainder of the deed and the circumstances in determining whether the grantors intended a reverter, no such evidence was present in this case. Id. at 302.

In the Chouteau case, the Court noted a number of other interpretative rules: (1) the law does not favor conditions subsequent because their breach could defeat a vested estate and a condition subsequent must be expressly stated or clearly implied; (2) courts will construe language in deeds as covenants and not conditions where reasonably possible; (3) equity abhors a forfeiture; and (4) if a deed does not expressly provide for reverter, no reverter will be implied if a reversion can be avoided by an alternative, reasonable construction of the deed. Id. at 301-02.

The Old Courthouse remained property of the City of St. Louis. Id. at 302.

Rule Against Perpetuities

If preparing a deed that calls for potential future rights, including purchase rights, a drafter should keep in mind the rule against perpetuities. The rule against perpetuities provides that any estate must vest or fail within 21 years of a life (or lives) in being at the creation of the interest (plus a period of gestation). Nickels v. Cohn, 764 S.W.2d 124, 132 (Mo. App. 1989). In Nickels, the court construed language in a deed executed by the wife in connection with a divorce; the deed required the father to give the sons of the couple a right of pre-emption to purchase a farm before selling to third parties. Id. at 131. The court determined that the right was personal to the three sons (the deed specified the purchase right was granted to “the parties’ three sons”), all of whom were lives in being at the time of the grant, and, therefore, the right of preemption did not violate the rule against perpetuities. Id. at 127, 132.

In contrast, in Tucker v. Ratley, 568 S.W.2d 797 (Mo. App. 1978), the court struck down a provision in a contract giving an owner of the subsurface estate the right to repurchase the surface because there was no time limit on the right and it violated the rule against perpetuities. Id. at 800. The Tucker court pointed out a couple of other items worth remembering about the rule against perpetuities: (1) the rule against perpetuities does not apply to vested interests no matter how remote in time when the holder may come into possession, and (2) Missouri courts use a “possibilities” test when applying the rule, so even if the party attempting to exercise the right exercises the right the day after the grant, if the grant was invalid at the outset, timeliness does not matter. Id. at 799.

Also, in a footnote, the Tucker court noted the difference between the rule against perpetuities and a similar rule, the rule against restraints on alienation: the former rule applies to the time in which a future interest must vest while the latter prevents present or future vested interests from being inalienable. Id. at 799 (citing Kershner v. Hurlburt, 277 S.W.2d 619 (Mo. 1955)).

Not all restraints on alienation are unreasonable, and reasonableness is judged by the particular circumstances and facts. Kershner, 277 S.W.2d at 624-25. The rule against unreasonable restraints on alienation is based, in part, on the desirable goal of allowing property to remain flexible and responsive to the current market and not impeding development by removing property from the market. Id. at 623-24. In Kershner, the Court struck down a contractual provision which required a party to offer a purchase right to a neighbor for a price less than the market value as the restriction was unreasonable and prevented the sale of the property. Id. at 626.

Beneficiary Deeds

Section 461.025 RSMo authorizes the use of beneficiary deeds to transfer property upon the death of the owner. Generally speaking, if a beneficiary deed is executed by the owner of the property and recorded prior to the death of the owner, it is effective to convey the property to the grantee named in the deed upon the owner's death, but not before. Section 461.025.1 RSMo. Beneficiary deeds are a convenient method for transferring an interest in real property outside of probate.

Drafters of beneficiary deeds should keep in mind that the statute requires the owner to be the grantor under the beneficiary deed. In Pippin v. Pippin, 154 S.W.3d 376 (Mo. App. 2004), the court invalidated a beneficiary deed that was executed by both the owner and his wife as grantors. The deed did not contain the express language in the statute that the deed took effect upon the owner's death and because of this, the deed was invalid because it did not comply with the statutory requirements. Id. at 381. A beneficiary deed is a creature of statute and failure to comply with the statute will render the beneficiary deed invalid. Delcour v. Rakestraw, 340 S.W.3d 320, 321-22 (Mo. App. 2011). The beneficiary deed in the Delcour case was similarly defective because it had both an owner (husband) and a non-owner (wife) as a grantor. Id. at 323.

In a footnote, the Delcour court noted the dilemma presented by Section 474.150 RSMo. Id. at 323. In pertinent part, that statute provides that, unless otherwise shown, a conveyance of real estate made by one spouse during the marriage "without the joinder or other written express assent" of the other spouse is deemed to be a fraud upon the marital rights of the non-conveying spouse if the non-conveying spouse becomes the surviving spouse. Section 474.150.2 RSMo. Commonly, many drafters of deeds have had spouses join in the execution of deeds or deeds of trust over the years even where the spouse is not an owner of the property. The Pippin and Delcour cases point up the risk involved with this.

One way around having the non-owner spouse execute a deed is to have the non-owner spouse execute a form of marital assent whereby the non-owner spouse consents to the execution of the deed by the spouse who does own the property and agrees that such conveyance is not in fraud of his or her marital rights. An advantage of the marital assent is that the non-owner spouse is not making representations and warranties in a deed concerning property that the non-owner spouse does not even own. The assent must be properly acknowledged. It can be made to be an attachment to the deed and recorded with the deed if desired.

A form of beneficiary deed is in the forms section of these materials. Additionally, forms of marital assent are also attached in the form section.

Life Estates and Transfers to Trusts

Although still used or seen on occasion, it is becoming rarer and rarer to see life estates and remainders used in conveyances. Occasionally, one might see a deed purporting to grant a life estate (often to a spouse) with a remainder in other parties (frequently the children of the grantor, particularly where such children are not the children of the life tenant). For example, the

deed referred to in the Pippin case above attempted to create a life estate in the owner's wife with the remainder interest going to his son. 154 S.W.3d at 377.

The life estate is becoming less and less popular. Problems with life estates include issues regarding waste of the property by a life tenant and life tenants not wanting to maintain or pay the taxes on property that they will own for a life tenancy. See TRYNIECKI, VOL. 18 MISSOURI PRACTICE, REAL ESTATE LAW-TRANSACTIONS & DISPUTES, Sections 1:7-8. Also, unintended life estates due to the omission of the magic word "heirs" or other words of inheritance are a thing of the past in Missouri. Section 442.460 RSMo provides that such words are not necessary and a deed will be construed to pass the entire estate of the grantor in the property unless a contrary intent appears on the face of the deed or is necessarily implied.

Additionally, conveyances to trusts can accomplish much, if not everything, that would otherwise be intended by a life estate. The trust then dictates who may have the use of the property and how it is ultimately devised. When conveying property to a trust, one should keep in mind the following: (1) depending on the vintage of the title policy, a transfer to a trust may or may not provide title insurance coverage in favor of the trust—the 2006 ALTA policy form expressly continues coverage in favor of the trust, while prior ALTA forms do not; and (2) conveying the property to a trust by quit claim deed may terminate title insurance coverage in favor of the grantor (many policies only continue coverage in favor of a grantor so long as the grantor has liability on any representations or warranties in a deed). See <http://alta.org/forms/> for a copy of the ALTA 2006 policy form.

Also, in connection with refinancings, some lenders are requiring property to be held in trusts to be re-conveyed to the settlor of the trust and then for the settlor to execute a new deed of trust on the property. Sometimes settlors forget to convey the property back to the trust and this can cause issues down the road for an estate plan.

Forms of Deeds

The following forms are attached: general warranty deed, special warranty deed, quit claim deed, personal representative's deed, trustee's deed, trustee's deed under foreclosure, deed with a life estate, beneficiary deed, and forms of marital assent. These are forms and may not fit precisely with the transaction the practitioner is working on.

Generally speaking, in Missouri, deeds need only be executed by the grantor, although there is no prohibition against grantees signing (and, if the deed contains a restrictive covenant or an unusual condition, it is probably wise to have the grantee sign the deed). The City of St. Louis is the notable exception to the rule in the preceding sentence. A grantee in a deed in the City of St. Louis is required to execute the deed. A number of counties including Jackson County, St. Louis County, St. Charles County, and the City of St. Louis require the grantee in a deed to execute a "Certificate of Value" for the deed to be recorded.

Practitioners vary regarding the practice of spelling out of what exceptions to title the deed transfers title to. Some prefer a general catch all regarding "matters and conditions of record", while others like to spell out the precise exceptions. Sometimes a contract will dictate that the exceptions to title are expressly called out.

Trustee's Deeds under Foreclosure work like a quit claim deed on some level as the grantor (the trustee or successor trustee) does not make any warranties. They are typically longer and more complex than other deeds. One reason behind this is that the recitals in such a deed pertaining to default, advertisement of the foreclosure sale and payment of the sale price, and related facts are prima facie evidence of the same. Section 443.380 RSMo.

Space Above for Recorder's Use Only

DOCUMENT COVER SHEET

TITLE OF DOCUMENT: General Warranty Deed

DATE OF DOCUMENT: _____, 20__

GRANTOR: _____

Mailing Address: _____

GRANTEE: _____

Mailing Address: _____

LEGAL DESCRIPTION: See Attached Exhibit A

REFERENCE BOOK & PAGE: N/A

GENERAL WARRANTY DEED

THIS DEED, made and entered into to be effective as of the ____ day of _____, 20____, by and between _____, a _____, with a mailing address of _____, Grantor, and _____, a _____, with a mailing address of _____, Grantee.

WITNESSETH, that the Grantor, for and in consideration of the sum of One Dollar and other valuable consideration paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does by these presents **GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM** unto the said Grantee, the following described Real Estate located in the County of _____, State of Missouri, to wit:

SEE EXHIBIT A ATTACHED HERETO

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said Grantee, and to the successors and assigns of such party forever.

The said Grantor hereby covenanting that Grantor and its successors and assigns, shall and will **WARRANT AND DEFEND** the title to the premises unto the Grantee, and to the successors and assigns of the Grantee, against the lawful claims of all persons whomsoever, excepting, however: (i) taxes not yet due and payable for the calendar year 20____ and thereafter and the special taxes becoming a lien after the date of this deed; (ii) all easements, conditions, restrictions, and other matters of record; (iii) matters which would be revealed by a survey or inspection of the Real Estate; and (iv) all zoning ordinances.

IN WITNESS WHEREOF, the Grantor has executed these presents to be effective as of the day and year first above written.

Grantor:

By: _____

Printed Name: _____

Title: _____

STATE OF _____)
) SS.
COUNTY OF _____)

On this _____ day of _____, 20____, before me appeared _____ of _____, a _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of _____, and that on behalf of said corporation, by authority of its board of directors, said _____ of _____ acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year above written.

Notary Public
Printed Name: _____

My Commission Expires:

EXHIBIT A

Space Above for Recorder's Use Only

DOCUMENT COVER SHEET

TITLE OF DOCUMENT: Special Warranty Deed

DATE OF DOCUMENT: _____, 20____

GRANTOR: _____

Mailing Address: _____

GRANTEE: _____

Mailing Address: _____

LEGAL DESCRIPTION: See Exhibit A

REFERENCE BOOK & PAGE: N/A

SPECIAL WARRANTY DEED

THIS DEED, made and entered into this ____ day of _____, 20____, by and between _____, a _____, with a mailing address of _____ of _____, the Grantor, and _____, a _____, with a mailing address of _____, the Grantee.

WITNESSETH, that the Grantor, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, paid by the Grantee, the receipt of which is hereby acknowledged, does by these presents **BARGAIN AND SELL, CONVEY AND CONFIRM** unto the Grantee, the Real Estate situated in the County of _____ and State of Missouri, and described as follows:

See Exhibit A Attached Hereto and Incorporated by Reference

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the Grantee, and to its successors and assigns forever. The said Grantor hereby covenanting that Grantor and its successors and assigns, shall and will **WARRANT AND DEFEND** the title to the premises unto the said Grantee, and to its successors and assigns forever, against the lawful claims of all persons claiming by, through or under Grantor but none other, excepting, however: (i) taxes not yet due and payable for the calendar year 20____ and thereafter and the special taxes becoming a lien after the date of this deed; (ii) all easements, conditions, restrictions, and other matters of record; (iii) matters which would be revealed by a survey or inspection of the Real Estate; and (iv) all zoning ordinances.

IN WITNESS WHEREOF, the said Grantor has executed these presents to be effective as of the day and year first above written.

Grantor:

By: _____

Printed Name: _____

Title: _____

STATE OF _____)
) SS.
COUNTY OF _____)

On this ____ day of _____, 20____, before me appeared _____ of _____, a _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of _____, and that on behalf of said corporation, by authority of its board of directors, said _____ of _____ acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year above written.

Notary Public
Printed Name: _____

My Commission Expires:

Exhibit A

Space Above for Recorder's Use Only

DOCUMENT COVER SHEET

TITLE OF DOCUMENT: Quit Claim Deed

DATE OF DOCUMENT: _____, 20__

GRANTOR: _____

Mailing Address: _____

GRANTEE: _____

Mailing Address: _____

LEGAL DESCRIPTION: See Exhibit A Attached Hereto

REFERENCE BOOK & PAGE: N/A

QUIT CLAIM DEED

THIS DEED is made and entered into to be effective as of this ____ day of _____, 20__, by and between _____, a _____, with a mailing address of _____ hereinafter referred to as the Grantor, and _____, a _____ with a mailing address of _____, hereinafter referred to as the Grantee.

WITNESSETH, that the said Grantor, for and in consideration of the sum of One Dollar and other valuable considerations paid by the said Grantee, the sufficiency and receipt of which is hereby acknowledged, does by these presents **REMISE, RELEASE AND FOREVER QUIT CLAIM** unto the said Grantee, the following described Real Estate in the County of _____, State of Missouri:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said Grantee, and to the successors and assigns of Grantee forever. So that neither the said Grantor, nor Grantor's successors or assigns, nor any other person or persons for Grantor or in Grantor's name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises, or any part thereof, but they and every one of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said Grantor has executed these presents the day and year first above written.

Grantor:

By: _____

Printed Name: _____

Title: _____

STATE OF _____)
) SS.
COUNTY OF _____)

On this ____ day of _____, 20____, before me appeared _____ of _____, a _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of _____, and that on behalf of said corporation, by authority of its board of directors, said _____ of _____ acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year above written.

Notary Public
Printed Name: _____

My Commission Expires:

EXHIBIT A

Space Above for Recorder's Use Only

DOCUMENT COVER SHEET

TITLE OF DOCUMENT: INDEPENDENT PERSONAL REPRESENTATIVE DEED

DATE OF DOCUMENT: _____, 20____

GRANTOR: _____
Independent Personal Representative of the Estate of
_____, Deceased

Grantor's Mailing Address: _____

GRANTEES: _____

Grantee's Mailing Address: _____

LEGAL DESCRIPTION: See Exhibit A Attached Hereto

REFERENCE BOOK & PAGE: N/A

INDEPENDENT PERSONAL REPRESENTATIVES DEED

THIS DEED, made and entered into on this ____ day of _____, 20____, by and between Jane Doe, Independent Personal Representative of the Estate of Janice Doe, deceased, with a mailing address of _____, Grantor, and James Doe, with a mailing address of _____, Grantee.

Janice Doe died _____, 20____, and administration of the Estate of Decedent was opened in the Probate Division of the Circuit Court of the County of _____ under Estate Number _____;

The Probate Division of the Circuit Court of the County of St. Louis did, on _____, 20____, appoint Jane Doe as Independent Personal Representative;

By virtue of her appointment as Independent Personal Representative, Jane Doe is empowered, under Section 473.810, RSMo, to assign, transfer and release the interest in the real property hereinafter described to the proper distributee being James Doe;

NOW, THEREFORE, in accordance with Section 473.844 RSMo, Jane Doe, Independent Personal Representative, does by these presents BARGAIN, SELL, ASSIGN, TRANSFER, RELEASE, CONVEY AND CONFIRM unto James Doe the following described Real Estate, situated in the County of St. Louis and State of Missouri, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND INCOPORATED HEREIN

Subject to all matters of record.

TO HAVE AND TO HOLD the same forever together with all rights and appurtenances belonging thereto, unto Grantee, and to the successors and assigns of the Grantee forever.

IN WITNESS WHEREOF, Jane Doe, Independent Personal Representative, has executed this Deed the day and year first above written.

Jane Doe, Independent Personal Representative of
the Estate of Janice Doe, Deceased.

STATE OF MISSOURI)
)SS.
COUNTY OF _____)

On this ____ day of _____, 20____, before me appeared Jane Doe, to me known to be the person described in, and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed as independent Personal Representative of the Estate of Janice Doe, deceased.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public
Printed Name: _____

My Commission Expires:

EXHIBIT A

Space Above is for Recorder's Use Only

DOCUMENT COVER SHEET

TITLE OF DOCUMENT: TRUSTEE'S DEED

DATE OF DOCUMENT: _____, 20____

GRANTOR: John Doe, Trustee under the Jane Doe Revocable Trust dated
January 31, 2000

Grantor's Mailing Address: _____

GRANTEES: Thomas Doe and Tina Doe

Grantees' Mailing Address: _____

LEGAL DESCRIPTION: See Exhibit A Attached Hereto

REFERENCE BOOK & PAGE:

EXHIBIT A

Space Above for Recorder's Use Only

DOCUMENT COVER SHEET

TITLE OF DOCUMENT: TRUSTEE'S DEED AND BILL OF SALE (Under Foreclosure)

DATE OF DOCUMENT: _____, 2013

GRANTOR: _____, Successor Trustee

Mailing Address:

GRANTEE: _____

Mailing Address:

LEGAL DESCRIPTION: See Attached Exhibit A

REFERENCE DOCUMENTS: Book _____, Page _____

TRUSTEE’S DEED AND BILL OF SALE (Under Foreclosure)

This Trustee’s Deed and Bill of Sale (Under Foreclosure) is dated this ____ day of _____, 20____, by and between _____, a Missouri corporation, Party of the First Part or Grantor, with an address of _____, and _____, a _____, Party of the Second Part or Grantee, with a mailing address of _____;

WHEREAS, by that certain Deed of Trust dated _____, 20____, and recorded on _____, 20____, in the Office of the Recorder of Deeds for the County of St. Louis, State of Missouri (the “**Recorder’s Office**”), in Book _____, Page _____ (as modified or amended from time to time, the “**Deed of Trust**”), _____ (collectively, “**Mortgagor**”), conveyed to _____, as Trustee for _____ (“**Lender**”) certain real estate and personal property situated in the County of St. Louis, State of Missouri, more particularly described on the attached **EXHIBIT A** (the “**Property**”) IN TRUST, to secure to Lender the payment of the indebtedness described in the Deed of Trust; and

WHEREAS, default was made and still continues in the payment of the indebtedness and performance of obligations secured by and described in said Deed of Trust, by reason whereof the undersigned, _____, the duly-appointed Successor Trustee under the Deed of Trust, did, at the request of the legal holder of said indebtedness and Deed of Trust, proceed to execute the powers to the trustee given by said Deed of Trust, and did, on _____, 20____, having received no notice of intent to redeem, and having previously given published notice of the time, terms, and place of sale, and of the property to be sold, by advertisement in [*Insert Name of Newspaper*], a daily newspaper published in St. Louis County, Missouri, for twenty-one (21) consecutive insertions (including the day of sale), a copy of said advertisement, with the affidavit of the publisher of said newspaper proving its publication, is attached hereto and made a part hereof as **EXHIBIT B**, at the first floor, Plaza level, north door of the St. Louis County Government Center Courts Building, 7900 Carondelet Avenue, in the City of Clayton, County of St. Louis, State of Missouri, between the hours of 9 o’clock A.M. and 5 o’clock P.M., beginning at noon, 12 o’clock P.M., of said day, expose to sale for cash, to the highest bidder at public vendue and auction, the Property; and at said sale Grantee, being the highest and best bidder for the Property, for the price and sum of _____ DOLLARS (\$_____) (the “**Purchase Price**”), the same was struck off and sold to said Grantee at that price and sum.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that _____, the undersigned Successor Trustee, Party of the First Part, in consideration of the premises and of the Purchase Price to said Successor Trustee paid by said Grantee, the receipt of which is hereby acknowledged, does hereby **BARGAIN, SELL and CONVEY** unto the said Grantee the Property.

The undersigned Successor Trustee certifies that (a) no owner or mortgagor under the Deed of Trust died within the six months preceding the first publication of notice, (b) neither the

Mortgagor nor any owner was in the military as defined in 10 U.S.C.A. Sec 10(a)(5) on the date of the foreclosure sale under the Deed of Trust, nor at any time within ninety (90) days prior thereto, nor are they in anyway entitled to the benefits and protections of the Service Members Civil Relief Act, as amended, (c) no petition in bankruptcy had been instituted by or against an owner or the Mortgagor as of the date of the foreclosure sale thereunder nor was any notice of intent to redeem received, and (d) in compliance with Sections 443.310-443.325 of the Revised Statutes of Missouri, pertaining to notices of sale under power of sale, a writing in words and figures identical to the notice of sale attached to the publisher's affidavit affixed hereto, was by the Successor Trustee placed in an envelope and deposited in the United States Mail on _____, 20____, being not less than twenty (20) days prior to the scheduled date of sale, certified, with postage prepaid, to those addresses shown on **EXHIBIT C** attached hereto and incorporated herein, and that, as proof thereof, the receipts of the United States Postal Service evidencing the deposit of said envelopes are attached hereto as part of the aforementioned **EXHIBIT C** and incorporated herein by reference.

TO HAVE AND TO HOLD the same unto the said Party of the Second Part, and to the successors and assigns of said Party of the Second Part FOREVER.

[Signature Page Follows]

EXHIBIT A

Legal Description

[insert legal]

[consult Deed of Trust to determine whether any personal property should be referred to as being a part of the property sold; for example, see below

together with all buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); all proceeds (including insurance proceeds); and all other rights, royalties, and profits relating to the above-described real property, including without limitation all minerals, oil, gas, geothermal and similar matters (collectively, the “Real Property”);

all equipment, fixtures, and other articles of personal property owned by Mortgagor, and attached or affixed to the Real Property; together with all accessions, parts and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of any of the foregoing (collectively with the Real Property, the “Property”);

together with all leases of the Property and all rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

]

EXHIBIT B

Newspaper Advertisement and Affidavit

(See attached)

EXHIBIT C

Addressees and Copies of Certified Mail Receipts

1. RECORD OWNER AS OF 40 DAYS PRIOR TO SALE DATE:

Insert address (or addresses for record owner)	

2. MAKER AND GRANTOR NAMED IN SECURITY INSTRUMENT:

Same as above [or insert alternative information if applicable]

3. PERSONS REQUESTING NOTICE OF SALE:

None [or insert name and address of party requesting notice of sale if applicable]

4. OTHERS: [examples below]

Tenant or Occupant	Guarantor of Debt
Junior Lienholder	
Mechanic's Lien Claimant	

(Certified Mail Receipts Follow)

Space Above for Recorder's Use Only

DOCUMENT COVER SHEET

TITLE OF DOCUMENT: General Warranty Deed

DATE OF DOCUMENT: _____, 20__

GRANTOR: _____

Mailing Address: _____

GRANTEE: _____

Mailing Address: _____

LEGAL DESCRIPTION: See Attached Exhibit A

REFERENCE BOOK & PAGE: N/A

GENERAL WARRANTY DEED

THIS DEED, made and entered into to be effective as of the ____ day of _____, 20____, by and between JOHN DOE, an unmarried man, with a mailing address of _____, Grantor, and THOMAS DOE and TINA DOE, husband and wife, with a mailing address of _____, collectively, the Grantee.

WITNESSETH, that the Grantor, for and in consideration of the sum of One Dollar and other valuable consideration paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does by these presents **GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM** unto the said Grantee, the following described Real Estate located in the County of _____, State of Missouri, to wit:

SEE EXHIBIT A ATTACHED HERETO

Subject to taxes not yet due and payable for the calendar year 20____ and thereafter and the special taxes becoming a lien after the date of this deed; all easements, conditions and restrictions of record; matters which would be revealed by a survey or inspection of the Real Estate; and the reservation of a life estate in the Real Estate in Grantor as provided herein.

GRANTOR RESERVES UNTO HIMSELF A LIFE ESTATE IN THE REAL ESTATE FOR GRANTOR'S LIFE WITH FULL POWER SOLELY IN HIM DURING GRANTOR'S LIFETIME TO GRANT, BARGAIN, SELL AND CONVEY, MORTGAGE AND LEASE THE REAL ESTATE, AND TO RECEIVE THE ISSUE, RENTS, PROFITS, AND BENEFITS THEREFROM, BUT ONLY FOR THE DURATION OF GRANTOR'S LIFE ESTATE. DURING GRANTOR'S LIFE TENANCY IN THE REAL ESTATE, GRANTOR SHALL PAY ALL REAL ESTATE TAXES AND ASSESSMENTS COMING DUE. GRANTOR COVENANTS THAT GRANTOR SHALL NOT PERMIT OR COMMIT ANY WASTE OF THE REAL ESTATE.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said Grantee, and to the successors, heirs and assigns of such party forever.

The said Grantor hereby covenanting that Grantor and his successors, heirs and assigns, shall and will **WARRANT AND DEFEND** the title to the premises unto the Grantee, and to their successors, heirs, and assigns of the Grantee, against the lawful claims of all persons whomsoever, excepting, however: (i) taxes not yet due and payable for the calendar year 20____ and thereafter and the special taxes becoming a lien after the date of this deed; (ii) all easements, conditions and restrictions of record; and (iii) matters which would be revealed by a survey or inspection of the Real Estate.

IN WITNESS WHEREOF, the Grantor has executed these presents to be effective as of the day and year first above written.

Grantor:

John Doe

STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

On this ____ day of _____, 20____, before me personally appeared John Doe, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public
Printed Name: _____

My Term Expires:

EXHIBIT A

Space Above for Recorder's Use Only

DOCUMENT COVER SHEET

TITLE OF DOCUMENT: Beneficiary Deed

DATE OF DOCUMENT: _____, 20__

GRANTORS: _____

Mailing Address: _____

GRANTEE: _____

Mailing Address: _____

LEGAL DESCRIPTION: See Exhibit A Attached Hereto

REFERENCE BOOK & PAGE: N/A

BENEFICIARY DEED

THIS BENEFICIARY DEED, made this ____ day of _____, 20____, wherein JOHN DOE and JANE DOE, husband and wife, of the County of _____, in the State of Missouri, whose mailing address is _____, the Grantors, as a gift and without consideration do by these presents GRANT, ASSIGN, CONVEY and CONFIRM unto THOMAS DOE, a single man, of the County of _____, in the State of Missouri, whose mailing address is _____, the Grantee, and Grantee's successors and assigns, the following described real estate (the "Property"), situated in the County of _____, in the State of Missouri, to wit:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN

Subject to: deed restrictions, easements, rights of way of record, and zoning regulations.

TO HAVE AND TO HOLD the same together with all rights and appurtenances to the same belonging unto the said Grantee and Grantee's successors and assigns forever, excepting, however, general and special real estate taxes, record restrictions, deeds of trust and all other taxes, liens and encumbrances to which the Property is subject at the death of the last surviving Owner.

This Beneficiary Deed is executed pursuant to Section 461.025 RSMo. It is not effective to convey title to the above described Property until the death of the last surviving Owner and then shall be effective to convey all of the land aforesaid only to the designated Grantee. For purposes of this deed, the Grantors are the "Owners" and each of John Doe and Jane Doe is an "Owner".

This Beneficiary Deed is subject to revocation and change in the manner provided by law.

IN WITNESS WHEREOF, the Grantors have executed this Beneficiary Deed on the day and year above written.

GRANTORS:

JOHN DOE

JANE DOE

STATE OF MISSOURI)
) SS.
COUNTY OF _____)

On this ____ day of _____, 20__, before me personally appeared John Doe and Jane Doe, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year above written.

Notary Public
Printed Name: _____

My Commission Expires:

EXHIBIT A

