

8 Common Used Deed Types

COMMON DEED NAME	CONVEYANCE WORDS	WARRANTY OF TITLE PROMISES
Warranty Deed *LPB 10-05 Warranty Fulfillment Deed [after Real Estate Contract] *LPB 10-05 Statutory Form: RCW 64.04.030	Grantor “warrants” “conveys”	1) The Grantor owns a fee simple estate without limitations that could result in losing that ownership. 2) the Grantor has good right and full power to convey the land; 3) the land is free from all encumbrances that existed before this Grantor acquired that land; 4) the land is free from all encumbrances created since this Grantor acquired that land; 5) the Grantor warrants to the grantee and to heirs & assigns, the quiet & peaceable possession of such premises and 6) the Grantor will defend the title to the land against all persons who may lawfully claim the same.
Bargain and Sale Deed *LPB 15-05 (2009) Statutory Form: RCW 64.04.040	Grantor “bargains” “sells”	1) The Grantor owns a fee simple estate without limitations that could result in losing that ownership. 2) free from encumbrances, done or suffered from the Grantor, except the rents & services that may be reserved and 3) also for quiet enjoyment against the Grantor, his heirs & assigns, unless limited by express words contained in such deed.
Quitclaim Deed *LPB 12-05 (2006) Statutory Form: RCW 64.04.050	Grantor “quitclaims”	The statute states that there are no warranties of any type.
Special Warranty Deed *LPB 16-09 NOT a statutory form/ NOT provided by WA Statutes	Grantor “grants” “confirms” “conveys”	No warranty is provided by statute. The warranty language should be stated on the deed. Traditionally most parties stated the following warranties: 1) free from encumbrances, done or suffered from the Grantor and 2) quiet enjoyment against the Grantor, his heirs and assigns.
Trustee Deed [Deed of Trust foreclosure] NOT a statutory form/ NOT provided by WA Statutes	Grantor “conveys”	RCW 61.24.040 states that there is no warranty of title: “The sale will be made without warranty, express or implied, regarding title, possession, or encumbrances.” The Trustee is not liable to the purchaser, even if the sale was not done properly. Also, See RCW 61.24.050 “Interest Conveyed by Trustee Deed” stating that the deed only conveys such title the grantor owned at the date the Deed of Trust was signed, if any.
Sheriff’s Deed - or - Marshall’s Deed NOT a statutory form/ NOT provided by WA Statutes	Grantor “conveys”	When property is foreclosed by a court order [“Judicial Foreclosure”] and when property is sold in execution of a money judgment, the purchaser at the sale does not receive a deed at that time. After applicable redemption periods expire, then state Sheriffs or Federal Marshalls give a deed to the person holding the Certificate of Sale. There is no statute that requires a particular form. There is no warranty that the sale was valid and there is no warranty that the ownership is free of any liens.
Executor, Personal Representative, Receiver, or Guardian Deed NOT a statutory form/ NOT provided by WA Statutes	Grantor “conveys”	There is no statute that requires a particular form, so these forms are prepared by lawyers and the forms do vary. Usually there is no warranty of any type. The warranty language, if any is intended, must be stated on the deed.
Transfer on Death Deed	Grantor “conveys” <small>effective on my death</small> “transfers” <small>effective on my death</small>	The statute states that property is transferred without covenant or warranty of title even if the deed contains a contrary provision.

*References to LPB refer to the Limited Practice Board organized by the Washington State Bar Association to approve forms for Limited Practice Officers to use pursuant to Admission to Practice Rule 12.