



What Is The General Warranty Deed (Grant Deed)?

California registers the transfer of real property from a seller to a buyer with a “deed.” Since not all real estate ownerships are the same, different types of deeds are used to transfer property from a seller to a buyer. The general warranty deed, alternatively known as a grant deed, is the buyer-preferred document that offers the greatest level of ownership transfer to the buyer.

Functions

A Grant Deed is a legal document that conveys the greatest level of ownership, or “title,” in real estate from a seller, or “grantor,” to a buyer, or “grantee.” It conveys title with such legal terms as “warrant generally” or “convey and warrant,” and guarantees that the grantor is the legal owner of the property. The grantor offers six specific warranties to the grantee that are not offered by any other deed.

Six Warranties

The seller offers the greatest level of buyer protection with a general warranty deed through six specific warranties. The seller promises that he/she owns the property and has the legal right to sell it. He/she also warrants that the title is free of any liens and encumbrances, except those that may be specifically noted in the deed, and guarantees that the title is superior to any other title that may exist on the property. Finally, the grantor promises to get any required legal documents that may be needed to make the grantee’s title good, and he/she will defend the grantee’s title against all legal claims that may be made against it, including compensating the grantee for any loss should the title prove faulty. Unlike any of the other, lesser deeds, these six warranties cover the property from its beginning to the end of the grantee’s ownership in the future.

Deed Differences

Compared with the guarantees of the Grant Deed, a special or limited warranty deed protects only against defects that occurred during the grantor’s ownership. It will not remedy those that may have happened before that time. A bargain and sale deed offers still less protection to a buyer. It implies, but does not explicitly state, that the seller owns the property. It does not make any warranties or guarantees and typically conveys title with the legal terms “grant, bargain and sell” or “grant and release.” Finally, a quitclaim deed does not provide any protection to the buyer and conveys only the seller’s interests that he/she may have at the time of the deed’s delivery. A quitclaim deed typically conveys title with such legal terms as “remises, releases and quitclaims,” and most often is used to “cure defects” or problems on a title.

Limitations

Although the Grant Deed provides the greatest amount of security to the buyer, it can’t provide its protection when the seller has died, can’t be located, or is otherwise incapable of following through on their promises. Therefore, the buyer can purchase title insurance that will protect against such seller shortcomings, as part of the escrow process.

Validation

To validate the Grant Deed, it must be properly executed. It must note the legal description of the property in the accepted verbiage of the state in which it is transferred, and it must be signed, notarized and delivered to the grantee. In order to provide the most protection, it should be recorded in a timely fashion with the county recorder’s office.

