



Holding title as joint tenants or as community property involves a multitude of issues to be dealt with. Here are two distinguishing features between taking title as joint tenants or community property, that most people are concerned with.

- When title is taken as joint tenants and one spouse dies, the surviving spouse automatically receives the property. This is called a right of survivorship. (Although the property does not go through any probate proceedings, the surviving spouse must still file an affidavit of death of joint tenant to remove the deceased's name from the deed.)
- When title is taken as community property however, and one spouse dies, there is no right of survivorship and the surviving spouse does not automatically receive title to the property. If the deceased spouse died without a will, the deceased spouse's interest in the community property would go to the surviving spouse. If there was a will, the deceased spouse's interest would be handled as outlined in the will. In other words, each spouse has ownership of their half of the community property and can leave it by will to their surviving spouse or any other third party.
- One way of looking at the death scenario is that joint tenancy has more certainty and community property has more flexibility.

The tax consequences has been a little more blurred as of late but basically the issue is as follows:

- If property is joint as joint tenants, the tax basis of the deceased spouse's half interest would be "stepped-up" to the fair market value at the time of his/her death. The tax basis of the surviving spouse's half interest would remain at its original basis.

104.1 - Provides assignee of the insured mortgage with assurance concerning (a) validity of a recorded assignment transferring the beneficial interest to the named assured assignee: and (b) full or partial reconveyances, modification or subordination of the insured mortgage.

110.5 - Provides insured ALTA lender with assurance concerning proper modification of the insured mortgage, including express priority coverage.

110.9 - Provides insured ALTA residential lender with coverage against loss by reason of lack of priority over (a) any federal or state environmental protection set forth in Schedule B, and (b) any state environmental protection lien providing for by any state statute in effect at Date of Policy, except as provided for by state statutes specified in the endorsement.

111.10 - Assured lender that future advances made under a "revolution line of credit" shall have the same priority as do advanced made as of Date of Policy.

111.5 - Provides insured ALTA variable rate mortgage lender with coverage against loss by reason of (a) invalidity or unenforceability of the insured mortgage resulting from the terms therein providing for changes in the rate of interest, or (b) loss of priority of the insured mortgage lien caused by the changed in the rage of interest, unpaid interest added to principal and/or interests on interest.

115 - Provides insured lender with assurance that the estate or interest covered by the policy is a condominium, in fee, and such is entitled to be assessed and taxed as a separate parcel.

116 - An Address Endorsement used with ALTA policies, designating the street address of the land insured and specifying the type of improvements on said land.