

Recording prepared by:

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When recorded return to:

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Mail tax statements to:

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Tax parcel no: \_\_\_\_\_

State of \_\_\_\_\_

## RIGHT OF SURVIVORSHIP WARRANTY DEED

THIS RIGHT OF SURVIVORSHIP WARRANTY DEED ("Deed") is made this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

### 1. PARTIES.

#### GRANTOR(S):

\_\_\_\_\_ (collectively "Grantor"),  
(Check one) ☐ a married couple ☐ a business ☐ a trust ☐ individual(s) whose  
mailing address is \_\_\_\_\_ [Address].

#### GRANTEE(S):

\_\_\_\_\_ (collectively "Grantee"),



(Check one) ☐ a married couple ☐ a business ☐ a trust ☐ individual(s) whose mailing address is \_\_\_\_\_ [Address].

**2. CONSIDERATION.** For and in consideration of the sum of \$\_\_\_\_\_ and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to applicable transfer tax declarations:

(Choose One)

- ☐ This is a bona fide sale  
☐ This is a bona fide gift and no consideration is exchanged  
☐ Exempt transfer under applicable statute:

(Choose One)

- ☐ Transferring to my own trust or LLC  
☐ Transfer between spouses as part of a divorce  
☐ Gift to a family member (e.g. parent to child)  
☐ Gift to a third party  
☐ Inheriting property from an estate  
☐ Court-ordered transfer  
☐ Other (I'll provide the details myself): \_\_\_\_\_

**3. PRIOR VESTING / CHAIN OF TITLE.** Grantor acquired title by instrument recorded:

- Instrument No / Book & Page: \_\_\_\_\_
- Recording Date: \_\_\_\_\_
- County: \_\_\_\_\_

**4. GRANTING CLAUSE.** Grantor does hereby **grant, bargain, sell, convey, and warrant** unto Grantee(s), the following described real property:

**Property Address:** \_\_\_\_\_

**Legal description:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SUBJECT to the following: \_\_\_\_\_

\_\_\_\_\_

Together with all improvements, appurtenances, easements, hereditaments, and rents, issues, and profits.



**5. ESTATE CREATED - Joint tenancy with right of survivorship.** The property is conveyed to Grantee(s) as:

Joint tenants with right of survivorship (JTWROS)  
NOT as tenants in common

**5.1 INTENT CLAUSE.** It is the clear, explicit, and unequivocal intent of all parties to create a survivorship estate such that the survivorship interest shall pass outside of probate in accordance with applicable law as follows: Upon death of any Grantee, their interest automatically vests in surviving Grantee(s). No probate proceeding shall be required. This survivorship right overrides any conflicting testamentary disposition.

**5.2 SIMULTANEOUS DEATH CLAUSE.** If two or more Grantees die simultaneously or under circumstances where survivorship cannot be determined: Interests shall be distributed as if held as tenants in common immediately prior to death.

**5.3 SEVERANCE CLAUSE.** Any joint tenant may sever this survivorship estate to the extent permitted under applicable state law by:

- Conveying their interest
- Executing a recorded severance instrument

Upon severance: Ownership converts to tenancy in common unless otherwise stated.

☐ (Applicable if Grantees are a married couple)

**5.4 DIVORCE / SEPARATION CLAUSE.** Divorce may sever survivorship rights to the extent provided by applicable state law, unless otherwise ordered by a court. Ownership interests shall thereafter be determined under applicable law.

**6. WARRANTY OF TITLE.** Grantor covenants that Grantor holds fee simple title. Property is free of encumbrances except listed. Grantor has full authority to convey. Title shall be defended against all lawful claims. The Grantor has not made any prior transfer of the Property.

**7. ENCUMBRANCES & EXCEPTIONS.** Subject to:

- Easements and restrictions of record
- Covenants, conditions, and restrictions (CC&Rs)
- Zoning laws
- Taxes not yet due
- Existing liens/mortgages: \_\_\_\_\_  
(e.g., Deed of Trust in favor of Wells Fargo Bank, recorded June 3, 2019, Instrument No. 2019-045231, original amount \$450,000.)



**8. CO-OWNER OBLIGATIONS.** Between Grantees:

(Choose one)

☐ Unless otherwise stated in an Exhibit, all obligations shall be shared equally between the Grantees; any Grantee who pays more than their agreed share shall have the right to seek contribution or reimbursement from the other Grantee(s).

☐ All obligations shall be shared equally between the Grantees; any Grantee who pays more than their agreed share shall have the right to seek contribution or reimbursement from the other Grantee(s).

☐ (Applicable if Grantors are a married couple)

**9. HOMESTEAD / MARITAL RIGHTS.**

(Choose one)

☐ Spouse joins in execution

☐ Spouse waives:

(Choose one)

☐ Dower rights

☐ Curtesy rights

☐ Homestead rights

☐ (Applicable if Grantees are a married couple)

**10. COMMUNITY PROPERTY / ENTIRETY OPTION.**

(Choose one)

☐ Community Property with Right of Survivorship

☐ Tenancy by Entirety

**11. TRANSFER TAX & DECLARATIONS.**

(Choose one)

☐ Transfer Tax Amount: \$\_\_\_\_\_

☐ Exemption Claimed: \_\_\_\_\_ ☐ Supporting Affidavit Attached: ☐ Yes ☐ No

**12. DELIVERY AND EFFECTIVENESS.** This Deed should be recorded in the land records office of the county where the property is located. This Deed becomes effective upon execution, delivery, and recording in official land records.

**13. STATE LAW COMPLIANCE.** This Deed is intended to comply with all applicable state laws governing gifts and transfers of property. The Parties acknowledge that additional documentation or formalities may be required depending on the type of property and the state in which it is located.



**14. RECORDING & FORMATTING COMPLIANCE.** This instrument complies with margin requirements, font size requirements, and recording standards of jurisdiction.

**15. BINDING EFFECT.** This Deed binds and benefits the parties, heirs, successors, and assigns.

**16. SEVERABILITY.** Invalid provisions shall not affect remaining provisions.

**17. GOVERNING LAW.** Governed by laws of State of \_\_\_\_\_.

**18. SIGNATURES**

IN WITNESS WHEREOF:

\_\_\_\_\_  
Grantor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Grantor Printed Name

Spouse (if required): \_\_\_\_\_

\_\_\_\_\_  
Grantor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Grantor Printed Name

Spouse (if required): \_\_\_\_\_



**WITNESSES (IF REQUIRED)**

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Witness 1 Signature

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Address

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Witness 1 Printed Name

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Witness 2 Signature

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Address

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Witness 2 Printed Name



## NOTARY ACKNOWLEDGMENT

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of [online notarization / physical presence ] this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the undersigned, \_\_\_\_\_ [Grantor name] who is personally known to me or satisfactorily proven to me to be the person whose name is subscribed to the within instrument.

\_\_\_\_\_  
Notary Public Signature

My Commission Expires: \_\_\_\_\_

