

## DEED PREPARATION CHECKLIST

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The deed is to be prepared prior to the closing date, and the attorneys of both the buyer and the seller should examine the deed and check the following:

1. The names of the grantor and grantees to include addresses of parties. Are they spelled correctly? Is the grantor's name spelled the same in the prepared deed as it was in the deed granting the property to him? A male grantor's marital status must be disclosed on the deed; if married, his wife must sign off the property, even if her name is not listed as a grantor.
2. The description of the property should be checked against the description in the deed granting the property to the seller. This description should not be copied slavishly; if there are errors, they should be corrected.
3. If either the grantor or the grantee is a corporation, the corporate name must be exactly as written in the charter; the state of incorporation and the location of its principal place of business should be shown.
4. The corporate deed should show the authority (i.e. an authorized officer) under which the conveyance is made.
5. Restrictive covenants. Are they properly drafted?
6. Exceptions and reservations. Do the provisions in the deed correspond to the provisions in the contract?
7. Mortgage. If the property is mortgaged or a purchase-money mortgage is to be given, is the mortgage correctly described? Does the buyer take subject to the mortgage, or does he take subject to the mortgage and assume and agree to pay the mortgage debt?
8. Liens and encumbrances. Are there any liens or encumbrances excepted in the deed, which are not provided for in the contract to sell?
9. Homestead and dower rights. Are the necessary waivers in the deed?
10. Obligations, which are to be fulfilled after closing, should be stated in the deed.
11. Type of deed. Is the prepared deed the type of deed stipulated in the contract of the sale?