More on the Contract of Sale

• Earnest Money
• Down Payment
• Specific Performance
  • Seller/vendor
  • Buyer/vendee
• PMI

Types of Deeds

**General Warranty**

• Warrants title against all defects in title, whether they arose before and after grantor took title.

**Special Warranty**

• Warrants title against the grantor’s own acts but not the acts of others.

**Quitclaim**

• No warranties. Conveys whatever interest/title that grantor has, which could be nothing.
Components of the Deed

- Location of the property
- Salutation
- Grantor’s name and residence
- Consideration, receipt of consideration, and method of payment
- Granting grantee the property and grantee residence

Components of the Deed Cont’d

- Description of the property
- Habendum (to-have-and-to-hold)
- Warranty
- Any limitation of title or the interest
- Execution date and place
- Execution
- Acknowledgment (notary)
Warranties

• **Present**
  • Covenant of seisin
  • Covenant of right to convey
  • Covenant against encumbrances

• **Future**
  • Covenant of general warranty
  • Covenant of quiet enjoyment
  • Covenant of further assurances

---


**General Warranty Deed**

• Covenant of Quiet Enjoyment
  • Constructive Eviction
  • Covenant of General Warranty
Brown v. Lober Cont’d

General Warranty Deed Cont’d

• Covenant of Seisin
  • SOL
• Adverse Possession
• Solutions

Frimberger v. Anzellotti,
594 A.2d 1029 (Conn. 1991), Casebook p. 521

Warranty Against Encumbrances

• Latent violation of land use regulation?
• Zoning violation or building code violation?
• Fahmie v. Wulster
Frimberger v. Anzellotti cont’d

Warranty Against Encumbrances Cont’d
• Speculative damages
• *Lohmeyer*?
• Before closing v. after closing

Sweeney v. Sweeney,
391 A.2d 806 (Conn. 1940), Casebook, p. 533

Delivery
• By hand
• Parties’ intentions – (“elective forced share of land”)
• Oral condition
• Fraud and BFPs
## Land Transaction Terms

<table>
<thead>
<tr>
<th>Mortgagee</th>
<th>Lender</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mortgagor</td>
<td>Borrower</td>
</tr>
<tr>
<td>Vendee</td>
<td>Buyer</td>
</tr>
<tr>
<td>Vendor</td>
<td>Seller</td>
</tr>
<tr>
<td>Grantee</td>
<td>Buyer</td>
</tr>
<tr>
<td>Grantor</td>
<td>Seller</td>
</tr>
</tbody>
</table>

### Rosengrant v. Rosengrant

629 P.2d 800 (Okla. 1981), Casebook, p. 536

**Delivery In Donative Transfers**

- **Grantor’s Intent**
  - Envelope labeled “J.W. Rosengrant or Harold H. Rosengrant”
  - Banker’s action
  - Bank’s custom
  - Conduct with respect to property
Rosengrant v. Rosengrant Cont’d

Delivery In Donative Transfers Cont’d

• Avoidance of Will Requirements
• Escrow – p. 539, n. 15
  • Revocable?
  • If revocable, then void?
• Purpose of Delivery
• Alternatives
• Malpractice