

**OKLAHOMA
WARRANTY DEED**

[Individual or Individuals]

Control Number: OK-02-78

I. TIPS ON COMPLETING THE FORMS

The form(s) in this packet may contain “form fields” created using Microsoft Word or Adobe Acrobat (“.pdf” format). “Form fields” facilitate completion of the forms using your computer. They do not limit your ability to print the form “in blank” and complete with a typewriter or by hand.

It is also helpful to be able to see the location of the form fields. Go to the View menu, click on Toolbars, and then select Forms. This will open the Forms toolbar. For the button on the Forms toolbar that resembles a shaded letter “a”. Click this button. The form fields will be visible.

By clicking on the appropriate form field, you will be able to enter the needed information. In some instances, the form field and the line will disappear and information is entered. In other cases, it will not. The form was created in this manner.

II. Notes re Waiver of Homestead Exemption

Concerning the “marital homestead” the Oklahoma State constitution directs – under Art. 12, §2 – that “nor shall the owner of a homestead sell the homestead without the consent of his or her spouse, given in such manner as may be prescribed by law”, and “Nothing in this article shall prohibit any person from mortgaging the homestead, the spouse, if any, joining therein; nor prevent the sale thereof by deed subject to such mortgage...”. The Oklahoma State legislature has adopted statutory language to remove such requirement so that for an instrument affecting the property to be valid between the parties, both spouses must “subscribe” (i.e., sign) any “deed, mortgage or other instrument affecting the homestead”. See 16 O.S. §4.

III. Documentary Stamp Tax

STATUTORY NOTICE: Pursuant to Oklahoma State Statute Title 68 Section 3201 there is imposed on each conveyance of real property a Documentary Stamp Tax when the consideration or value exceeds One Hundred Dollars (\$100.00).

AMOUNT OF TAX: The tax shall be prorated at the rate of seventy-five cents (\$0.75) for each Five Hundred Dollars (\$500.00) of the consideration or any fractional part thereof.

EXEMPTIONS: Oklahoma State Statute Title 68 Section 3202 states the tax imposed by Section 3201 shall not apply to:

1. Deeds recorded prior to the effective date of Sections 3201 through 3206 of this title;
2. Deeds which secure a debt or other obligation;
3. Deeds which, without additional consideration, confirm, correct, modify or supplement a deed previously recorded;
4. Deeds between husband and wife, or parent and child, or any persons related within the second degree of consanguinity, without actual consideration therefore, Deeds between any person and an express revocable trust created by such person or such person's spouse or deeds pursuant to which property is transferred from a person to a

partnership, limited liability company or corporation of which the transferor or the transferor's spouse, parent, child, or other person related within the second degree of consanguinity to the transferor are the only owners of the partnership, limited liability company or corporation. However, if the ownership of the partnership, limited liability company or corporation is changed within one (1) year of the property transfer, the seller shall immediately pay the amount of tax which would have been due had this exemption not been granted;

5. Tax deeds;
6. Deeds of release of property which is security for a debt or other obligation;
7. Deeds executed by Indians in approval proceedings of the District Courts, by the Secretary of the Interior;
8. Deeds of Partition, unless, for consideration, some of the parties take shares greater in value than their undivided interests, in which event a tax attaches to the deed conveying such greater share computed upon the consideration for the deed;
9. Deeds made pursuant to mergers of partnerships, limited liability companies or corporations;
10. Deeds made by a subsidiary corporation to its parent corporation for no consideration other than the cancellation or surrender of the subsidiary's stock;
11. Deeds or instruments to which the State of Oklahoma or any of its instrumentalities, agencies or subdivisions is a party, whether as Grantee or as Grantor or in any capacity;
12. Deeds or instruments to which the United States or any of its agencies or departments is a party, whether as grantor or as grantee or in any other capacity, provided that this shall not exempt transfers from taxation levied by Federal Savings and Loan Associations;
13. Deeds executed pursuant to a foreclosure proceeding in which the Grantee is the holder of a Mortgage on the property being foreclosed, or any deed executed pursuant to a Power of Sale in which the Grantee is the party exercising such Power of Sale or any deed executed in favor of the holder of a Mortgage on the property in consideration for the release of the borrower from liability on the indebtedness secured by such Mortgage, in as much as to cash consideration paid; provided, however, the tax shall apply to deeds in other foreclosure actions, unless otherwise herein above exempted, and shall be paid by the purchaser in such foreclosure actions; or
14. Deeds and other instruments to which the Oklahoma Space Industry Development Authority or a Spaceport user, as defined in the Oklahoma Space Industry Development Act, is a party.

NOTE: When submitting a deed that is exempt from Documentary Stamp Tax for recording, the Statute reference exemption must be included on the face of the document stating "No Documentary Stamp Tax Required pursuant to O.S. Title 68 Section 3202.(exemption number)"

IV. DISCLAIMER

These materials were developed by U.S. Legal Forms, Inc. based upon statutes and forms for the State of Oklahoma. All information and Forms are subject to this Disclaimer:

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SAMPLE

WARRANTY DEED
(Individual to Individual)

KNOW ALL MEN BY THESE PRESENTS:

That _____, in consideration of the sum of _____ DOLLARS & NO/100 (\$10.00) dollars, and other valuable consideration in hand paid, receipt of which is hereby acknowledged, does grant, bargain, sell, convey and warrant unto _____, Grantee, the following described real property, to-wit: _____ in _____ County, State of Oklahoma, to-wit:

- ☐ See Legal Description as published as to be incorporated by reference as though set forth in full
- ☐ Legal Description:

together with all and singular the hereditaments and appurtenances thereunto belonging.

Property Address:

Prior instrument reference: Book _____, Page _____, in the public records of the office of the Registrar of _____ County, Oklahoma.

TO HAVE AND TO HOLD said described premises unto the said Grantee, Grantee's heirs and assigns forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature.

EXCEPT covenants, conditions, easements and restrictions of record.

Signed and delivered this _____ day of _____, 20_____.

Warranty Deed

(Grantor's Signature)

Print Name

State of Oklahoma, County of _____, ss

Before me, a Notary Public in and for said County and State, on this _____ day of _____, 20_____, personally appeared _____, to me known to be the identical person who executed the within and foregoing instrument, and he acknowledged to me that he executed the same as his free and voluntary act and deed for the purposes therein set forth.

Given under my hand and seal the day and year last above written.

Signature of Notary Public

Printed Name of Notary

My commission expires: _____

WARRANTY OF HOMESTEAD EXEMPTION

I, _____, spouse of the Grantor, am signing this waiver of Homestead Exemption for the purpose of expressly releasing and waiving all rights under Article XII, Section XII-2 of the Oklahoma Constitution regarding the above described property. I also understand that I have no liability for any of the affirmative covenants in this Warranty Deed.

Signature

Print or Type Name

State of Oklahoma, County of _____, ss

Before me, a Notary Public in and for said County and State, on this _____ day of _____, 20_____, personally appeared _____,

Warranty Deed

to me known to be the identical person who executed the above WAIVER OF HOMESTEAD EXEMPTION, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Signature of Notary Public

Printed Name of Notary

My commission expires: _____

This Instrument was prepared by:

After Recording, return to:

Telephone: _____

Telephone: _____

Signature

Print or Type Name

SAMPLE

EXHIBIT A

SAMPLE