

Maine Revised Statute Title 33, Chapter 12: SHORT FORM DEEDS ACT

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33 §761. STATUTORY FORMS; INCORPORATION BY REFERENCE; TITLE

The forms set forth in section 775 may be used and shall be sufficient for their respective purposes. They shall be known as "Statutory Short Form Deeds" and may be referred to as such. They may be altered as circumstances require, and the authorization of such forms shall not prevent the use of other forms. Wherever the phrase, "incorporation by reference" is used in this chapter, the method of incorporation as indicated in said forms shall be sufficient, but shall not preclude other methods. This chapter may be cited as the "Short Form Deeds Act". [1967, c. 377, (NEW) .]

SECTION HISTORY

1967, c. 377, (NEW) .

33 §762. RULES AND DEFINITIONS

For the purpose of avoiding the unnecessary use of words in deeds or other instruments relating to real estate, whether the statutory short form or other forms are used, the rules and definitions contained in sections 763 to 774 shall apply to all such instruments executed or delivered on or after January 1, 1968. [1967, c. 377, (NEW) .]

SECTION HISTORY

1967, c. 377, (NEW) .

33 §763. WARRANTY DEED

A deed in substance following the form entitled "Warranty Deed" shall when duly executed have the force and effect of a deed in fee simple to the grantee, his heirs and assigns, his and their use and behoof forever, with covenants on the part of the grantor, for himself, with the grantee, his heirs and assigns, that, at the time of the delivery of such deed, he was lawfully seized in fee of the premises, that they were free of all encumbrances, that he had good right to sell and convey the same to the grantee to hold as aforesaid, and that he and his heirs shall and will warrant and defend the same to the grantee, his heirs and assigns forever, against the lawful claims and demands of all persons. [1967, c. 377, (NEW) .]

SECTION HISTORY

1967, c. 377, (NEW) .

33 §764. WARRANTY COVENANTS

In a conveyance of real estate the words "warranty covenants" shall have the full force, meaning and effect of the following words: "The grantor covenants with the said grantee, his heirs and assigns that he is lawfully seized in fee of the premises, that they are free of all encumbrances, that he had good right to sell and convey the same to the said grantee to hold as aforesaid, and that he and his heirs shall and will warrant and defend the same to the said grantee, his heirs and assigns forever, against the lawful claims and demands of all persons." [1967, c. 377, (NEW) .]

SECTION HISTORY

1967, c. 377, (NEW) .

33 §765. QUITCLAIM DEED WITH COVENANT

A deed in substance following the form entitled "Quitclaim Deed With Covenant" shall when duly executed have the force and effect of a deed in fee simple to the grantee, his heirs and assigns forever, with covenant on the part of the grantor, for himself, with the grantee, his heirs and assigns forever, that at the time

of the delivery of such deed the grantor covenants with the grantee, his heirs and assigns, that he will warrant and forever defend the premises to the said grantee, his heirs and assigns forever, against the lawful claims and demands of all persons claiming by, through or under him. [1967, c. 377, (NEW).]

SECTION HISTORY

1967, c. 377, (NEW).

33 §766. QUITCLAIM COVENANT OR LIMITED COVENANT

In a conveyance of real estate the words "quitclaim covenant" shall have the full force, meaning and effect of the following words: "The grantor covenants with the grantee, his heirs and assigns that he will warrant and forever defend the premises to the said grantee, his heirs and assigns forever, against the lawful claims and demands of all persons claiming by, through or under him." [1967, c. 377, (NEW).]

SECTION HISTORY

1967, c. 377, (NEW).

33 §767. MORTGAGE DEED

A deed in substance following the form entitled "Mortgage Deed" when duly executed has the force and effect of a mortgage deed to the grantee, the grantee's heirs and assigns, to the grantee and their use and behoof forever, with covenants on the part of the grantor, for the grantor, with the grantee, the grantee's heirs and assigns, that at the time of the delivery of such mortgage deed the grantor was lawfully seized in fee of the premises, that they were free of all encumbrances, that the grantor had good right to sell and convey the same to the grantee to hold as aforesaid, and that the grantor and the grantor's heirs shall and will warrant and defend the same to the said grantee, the grantee's heirs and assigns forever, against the lawful claims and demands of all persons; and with mortgage covenants and upon the statutory condition as defined in sections 768 and 769 to secure the payment of the money or the performance of any obligation therein specified. The parties may insert in such mortgage any other lawful agreement or condition. If section 504 or Title 9-B, section 429 or a mortgage loan or mortgage note requires the payment of interest on a mandatory escrow account, that requirement must be stated in the mortgage deed. [1991, c. 118, §2 (AMD).]

SECTION HISTORY

1967, c. 377, (NEW). 1991, c. 118, §2 (AMD).

33 §768. MORTGAGE COVENANTS

In a conveyance of real estate the words "mortgage covenants" shall have the full force, meaning and effect of the following words, and shall be applied and construed accordingly: "The grantor covenants with the grantee, his heirs and assigns that he is lawfully seized in fee of the premises, that they are free of all encumbrances, that he has good right to sell and convey the same to the said grantee to hold as aforesaid and that he and his heirs shall and will warrant and defend the same to the said grantee, his heirs and assigns forever, against the lawful claims and demands of all persons." [1967, c. 377, (NEW).]

SECTION HISTORY

1967, c. 377, (NEW).

33 §769. STATUTORY CONDITION IN MORTGAGE

The following "condition" shall be known as the "Statutory Condition," and may be incorporated in any mortgage by reference: [1967, c. 377, (NEW).]

Condition

Provided nevertheless, except as otherwise specifically stated in the mortgage, that if the mortgagor, his heirs, executors or administrators pay to the mortgagee, his heirs, executors, administrators or assigns the principal and interest secured by the mortgage, and shall perform any obligation secured at the time provided in the note, mortgage or other instrument or any extension thereof, and shall perform the condition of any prior mortgage, and until such payment and performance shall pay when due and payable all taxes, charges and assessments to whomsoever and whenever laid or assessed, whether on the mortgaged premises or on any interest therein or on the debt or obligation secured thereby; and shall keep the buildings on said premises insured against fire in a sum not less than the amount secured by the mortgage or as otherwise provided therein for insurance for the benefit of the mortgagee and his executors, administrators and assigns, in such form and at such insurance offices as they shall approve, and, at least 2 days before the expiration of any policy on said premises, shall deliver to him or them a new and sufficient policy to take the place of the one so expiring, and shall not commit nor suffer any strip or waste of the granted premises, nor commit any breach of any covenant contained in the mortgage or in any prior mortgage, then the mortgage deed, as also the mortgage note or notes shall be void, otherwise shall remain in full force. [1967, c. 377, (NEW) .]

SECTION HISTORY

1967, c. 377, (NEW) .

33 §770. ASSIGNMENT OF MORTGAGE; WORDS OF TRANSFER

In an assignment of a mortgage of real estate the word "assign" shall be a sufficient word to transfer the mortgage, without the words "sell, transfer and convey." [1967, c. 377, (NEW) .]

SECTION HISTORY

1967, c. 377, (NEW) .

33 §771. GRANT AS A WORD OF CONVEYANCE

In a conveyance of real estate the word "grant" or the word "convey" shall be a sufficient word of conveyance without the use of the words "give, grant, bargain, sell and convey", and no covenant shall be implied from the use of the word "grant" or "convey". In a release of real estate the word "release" shall be a sufficient word to convey the estate which the grantor has. [1967, c. 377, (NEW) .]

SECTION HISTORY

1967, c. 377, (NEW) .

33 §772. WORDS OF INHERITANCE; HABENDUM

1. Words of inheritance; habendum. In a conveyance or reservation of real estate, the terms "heirs," "successors," "assigns," "forever" or other technical words of inheritance, or an habendum clause, are not necessary to convey or reserve an estate in fee. A conveyance or reservation of real estate, whether made before or after the effective date of this section, must be construed to convey or reserve an estate in fee simple, unless a different intention clearly appears in the deed.

[1999, c. 69, §1 (NEW) .]

2. Preservation of rights. A person claiming an interest in real estate by reason of the omission of technical words of inheritance or the lack of an habendum clause in a deed that conveyed or reserved a property interest before October 7, 1967 may preserve that claim by commencing a civil action for the recovery of that property in the Superior Court or the District Court in the county or division in which the property is located on or before December 31, 2002.

[1999, c. 69, §1 (NEW) .]

3. Limitation. After December 31, 2002, a person may not commence a civil action for the recovery of property or enter that property under a claim of right based on the absence of an habendum clause or technical words of inheritance in any deed.

[1999, c. 69, §1 (NEW) .]

4. Construction of laws. This section may not be construed to extend the period for bringing of an action or for the doing of any other required act under any statute of limitations.

[1999, c. 69, §1 (NEW) .]

5. Liberal construction. This section must be liberally construed to effect the legislative purpose of clarifying title to land currently encumbered by ancient deeds that lacked technical words of inheritance or an habendum clause.

[1999, c. 69, §1 (NEW) .]

SECTION HISTORY

1967, c. 377, (NEW). 1969, c. 344, §1 (AMD). 1999, c. 69, §1 (RPR).

33 §772-A. EFFECT OF RELEASE

1. Testimonium clause. A deed or other instrument executed after the effective date of this subsection that includes the following language: "[name] (wife or husband) of said Grantor, joins as Grantor and releases all rights by descent and all other rights" or similar language within the testimonium clause conveys any and all interests of the joining spouse to the property described in the deed or other instrument. This subsection applies to a deed or other instrument even if the joining spouse is not set forth in the beginning of the deed as a grantor to the conveyance.

This subsection does not apply to a deed dated before the effective date of this subsection that contains language in the testimonium clause as described in this subsection until November 1, 2000, at which time this subsection applies unless notice of a claim of right, title or interest is recorded in the registry of deeds for the county in which the land is located and an action is commenced on or before November 1, 2000 in any court with jurisdiction to adjudicate this action.

[1999, c. 343, §1 (NEW) .]

2. Filing of notice. In order for the notice specified in subsection 1 to be effective, it must contain an adequate description of the property in which the right, title or interest is claimed; a reference to the deed or other instrument on which the claim is based; the name of the current record owner of the property; and must be duly verified by oath taken by any person authorized to perform notarial acts. The register of deeds for the county in which the land is located shall accept all such notices presented that describe property located in the county and shall enter and record them in the same manner that deeds and other instruments are recorded and may charge the same fee for the recording of these notices as is charged for recording deeds. In indexing the notice, the register of deeds shall enter it in the grantee index of deeds under the name of the claimant appearing in the notice and in the grantor index of deeds under the name of the record owner appearing in the notice. Within a reasonable time after recording the notice, the register of deeds shall enter upon the margin of the record of the deed or other instrument on which the claim is based the volume and page in which the record of the notice may be found. The person filing the notice shall deliver or mail a copy of the notice to the current record owner of the property at the last known address of that owner.

[1999, c. 343, §1 (NEW) .]

3. Persons under disability; time limits not extended. Disability or lack of knowledge of any kind does not extend the time limits provided in this section.

[1999, c. 343, §1 (NEW) .]

SECTION HISTORY

1981, c. 367, §2 (NEW). 1999, c. 343, §1 (RPR) .

33 §773. EASEMENTS, PRIVILEGES AND APPURTENANCES BELONGING TO GRANTED ESTATE

In a conveyance of real estate all rights, easements, privileges and appurtenances belonging to the granted estate shall be included in the conveyance, unless the contrary shall be stated in the deed. [1969, c. 83, (AMD) .]

SECTION HISTORY

1967, c. 377, (NEW). 1969, c. 83, (AMD) .

33 §774. SEALS NOT REQUIRED

All deeds and other instruments, including powers of attorney, for the conveyances of real property in this State or any interest therein, and otherwise valid except that the same omitted to state any consideration therefor or that the same were not sealed by the grantors or any of them, shall be valid. [1969, c. 344, §2 (RPR) .]

SECTION HISTORY

1967, c. 377, (NEW). 1969, c. 344, §2 (RPR) .

33 §775. APPENDIX

Statutory short forms of instruments relating to real estate are as follows: [1967, c. 377, (NEW) .]

Forms:

[1967, c. 377, (NEW) .]

1. Warranty Deed

[1967, c. 377, (NEW) .]

2. Quitclaim Deed with Covenant

[1967, c. 377, (NEW) .]

3. Deed of Executor, Administrator, Trustee, Guardian, Conservator, Receiver or Commissioner

[1967, c. 377, (NEW) .]

3-A. Deed of Distribution by Personal Representative (Intestate)

[1981, c. 367, §3 (NEW) .]

3-B. Deed of Distribution by Personal Representative (Testate)

[1981, c. 367, §3 (NEW) .]

3-C. Deed of Sale by Personal Representative (Intestate)

[1981, c. 367, §3 (NEW) .]

3-D. Deed of Sale by Personal Representative (Testate)

[1981, c. 367, §3 (NEW) .]

4. Quitclaim Deed Without Covenant or Release Deed

[1967, c. 377, (NEW) .]

5. Mortgage Deed

[1967, c. 377, (NEW) .]

6. Partial Release of Mortgage

[1967, c. 377, (NEW) .]

7. Assignment of Mortgage

[1967, c. 377, (NEW) .]

8. Discharge of Mortgage

[1967, c. 377, (NEW) .]

9. Deed from Individual to Himself and Another as Joint Tenants

[1967, c. 377, (NEW) .]

10. Deed from Multiple Grantors to Joint Tenants

[1975, c. 623, §51-E (AMD) .]

11. Municipal Quitclaim Deed

[1967, c. 377, (NEW) .]

Forms of Acknowledgments:

1 Warranty Deed

A.B. of, County,, (being unmarried), for consideration paid, grant to C.D. of, County,, with Warranty Covenants, the land in, County, Maine.

(description and encumbrances, if any)

E.F., spouse of the grantor, releases all rights in the premises being conveyed.

Witness hand and seal this day of (here add acknowledgment)

[1981, c. 367, §4 (AMD) .]

2 Quitclaim Deed With Covenant

A.B. of, County,, (being unmarried) for consideration paid, grant to C.D. of, County,, with quitclaim covenant the land in, County,

(description and encumbrances, if any)

E.F., spouse of the grantor, releases all rights in the premises being conveyed.

Witness hand and seal this day of (here add acknowledgment)

[1981, c. 367, §5 (AMD) .]

3 Deed of Personal Representative, Trustee, Conservator, Receiver, Commissioner,
Executor, Administrator, Guardian or Other Specified Authorized Representative.

A.B., personal representative of the estate of C.D., ("trustee of", "conservator of", "receiver of the estate of", "commissioner", "executor of the will of", "administrator of the estate of", "guardian of", or "other specified authorized representative of") by the power conferred by law, and every other power, for dollars paid, grant to E.F. of County,, the land in, County,

(description)

(with appropriate release of spouse)

Witness hand and seal this day of (here add acknowledgment)

[1981, c. 367, §6 (RPR) .]

3-A Deed of Distribution by Personal Representative (Intestate)

A.B., of, County,, duly appointed and acting personal representative of the estate of C.D., deceased, as shown by the probate records of County, Maine, by the powers conferred by law, and every other power, (in distribution of the estate) grants to E.F. of, County,, whose mailing address is, being the person(s) entitled to distribution, the real property in, County, Maine, described as follows:

(description)

Witness hand and seal this day of (here add acknowledgment)

[1981, c. 367, §7 (NEW) .]

3-B Deed of Distribution by Personal Representative (Testate)

A.B., of, County,, duly appointed and acting personal representative of the estate of C.D., deceased, whose will was duly admitted to probate in the Probate Court for County, Maine, by the power conferred by law, and every other power, (in distribution of the estate) grants to E.F. of, County,, whose mailing address is, being the person(s) entitled to distribution, the real property in, County, Maine, described as follows:

(description)

Witness hand and seal this day of (here add acknowledgment)

[1981, c. 367, §7 (NEW) .]

3-C Deed of Sale by Personal Representative (Intestate)

A.B., of, County,, duly appointed and acting personal representative of the estate of C.D., deceased (intestate), as shown by the probate records of County, Maine, and having given notice to each person succeeding to an interest in the real property described below at least ten (10) days prior to the sale, by the power conferred by the Probate Code, and every other power, for consideration paid grants to E.F. of, County,, whose mailing address is, the real property in, County, Maine, described as follows:

(description)

Witness hand and seal this day of (here add acknowledgment)

[1981, c. 367, §7 (NEW) .]

3-D Deed of Sale by Personal Representative (Testate)

A.B., of, County,, duly appointed and acting personal representative of the estate of C.D., deceased (testate), as shown by the probate records of County, Maine, (and having given notice to each person succeeding to an interest in the real property described below at least ten (10) days prior to the sale) (and not having given notice to each person succeeding to an interest in the real property described below at least ten (10) days prior to the sale, such notice not being required under the terms of the decedent's will), by the power conferred by the Probate Code, and every other power, for consideration paid grants to E.F. of, County,, whose mailing address is, the real property in, County, Maine, described as follows:

(description)

Witness hand and seal this day of (here add acknowledgment)

[1981, c. 367, §7 (NEW) .]

4 Quitclaim Deed Without Covenant or Release Deed

A.B. of, County,, (being unmarried) for consideration paid, release to C.D. of, County,, the land in, County,

(description)

E.F., spouse of the grantor, releases all rights in the premises being conveyed.

Witness hand and seal this day of (here add acknowledgment)

[1981, c. 367, §8 (AMD) .]

5 Mortgage Deed

A.B. of, County,, (being unmarried) for consideration paid, grant to C.D. of, County,, with mortgage covenants, to secure the payment of dollars in years with per cent interest per annum, payable in installments, as provided in note of even date, the land in, County,

(description and encumbrances, if any)

This mortgage is upon the statutory condition, for any breach of which the mortgagee shall have the remedies provided by law.

E.F., spouse of the grantor, releases all rights in the premises being conveyed.

Witness hand and seal this day of (here add acknowledgment)

[1981, c. 367, §9 (AMD) .]

6 Partial Release of Mortgage

C.D., the holder of a mortgage by A.B. to C.D., dated, recorded in the County Registry of Deeds, Book, Page, for consideration paid, release to A.B., all interest acquired under said mortgage in the following described portion of the mortgaged premises:

(description)

Witness hand and seal this day of (here add acknowledgment)

[1969, c. 344, §3 (AMD) .]

7 Assignment of Mortgage

C.D., holder of a mortgage from A.B. to C.D., dated, recorded in the County Registry of Deeds, Book, Page, assign said mortgage and the note and claim secured thereby to E.F.

Witness hand and seal this day of (here add acknowledgment)

[1969, c. 344, §3 (AMD) .]

8 Discharge of Mortgage

C.D., holder of a mortgage from A.B. to C.D., dated, recorded in the County Registry of Deeds, Book, Page, acknowledge satisfaction of the same.

Witness hand and seal this day of (here add acknowledgment)

[1969, c. 344, §3 (AMD) .]

9 Deed from Individual to Himself and Another as Joint Tenants

A.B. of, County,, (being unmarried) for consideration paid, grant to said A.B. and C.D. of, County,, with warranty covenants (or "quitclaim covenant") as joint tenants, the land in, County,

(description and encumbrances, if any)

E.F., spouse of the grantor, releases all rights in the premises being conveyed.

Witness hand and seal this day of (here add acknowledgment)

[1981, c. 367, §10 (AMD) .]

10 Deed from Multiple Grantors to Joint Tenants

A.B. and C.D. (and E.F.), of, County,, for consideration paid, grant to W.X. of, County, and Y.Z. of, County,, with warranty covenants (or with "quitclaim covenant") as joint tenants, the land in, County (description and encumbrances, if any)

A.B. and C.D., husband and wife, (and E.F., and M.N., spouse of E.F.) (both) release all rights in the premises being conveyed (or I.J., spouse of A.B. and K.L., spouse of C.D., both release all rights in the premises being conveyed).

Witness our hands and seals this day of (here add acknowledgment)

[1981, c. 367, §11 (AMD) .]

11 Municipal Quitclaim Deed

The Inhabitants of the Municipality of, a body corporate, located at, County,, for consideration paid, release to of, County,, the land in, County,

(description and encumbrances, if any)

The said Inhabitants of the municipality of have caused this instrument to be signed in its corporate name by, its, duly authorized, this day of (here add acknowledgment)

[1967, c. 377, (NEW) .]

12 Acknowledgment of Individual Acting in His Own Right

State of

County of, ss (Date)

Then personally appeared the above named A. (and B.) and (severally) acknowledged the foregoing instrument to be his (or their) free act and deed.

Before me,

.....
Notary Public

[1987, c. 736, §52 (AMD) .]

13 Acknowledgment of an Attorney

State of

County of, ss (Date)

Then the above named, who signed the foregoing instrument as the attorney of the above named (grantor), personally appeared and acknowledged the same to be his free act and deed.

Before me,

.....
Notary Public

[1987, c. 736, §52 (AMD).]

14 Acknowledgment of an Officer of a Corporation

State of

County of, ss (Date)

Then personally appeared the above named (name of the officer who signed the deed, with his title), and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation.

Before me,

.....
Notary Public

[1987, c. 736, §52 (AMD).]

15 Acknowledgment of an Executor, Administrator, Trustee, Guardian, Conservator, Receiver or Commissioner

State of

County of, ss (Date)

Then personally appeared the above named A. (and B.) in his (their) said capacity and (severally) acknowledged the foregoing instrument to be his (their) free act and deed.

Before me,

.....
Notary Public

[1987, c. 736, §52 (AMD).]

SECTION HISTORY

1967, c. 377, (NEW). 1969, c. 344, §3 (AMD). 1975, c. 104, §§1,2 (AMD).
1975, c. 623, §§51E, 51F (AMD). 1981, c. 367, §§3-11 (AMD). 1987, c.
736, §52 (AMD).

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