

# INSTRUCTIONS

## Warranty Deed

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Section 47-36a et seq. of the Connecticut General Statutes establishes statutory forms of deeds and mortgages.

Section 47-36d reads as follows:

“A deed following the form entitled “Warranty Deed,” when duly executed, has the force and effect of conveying title in fee simple to the grantee, with covenants on the part of the grantor to the grantee, for himself and for his heirs, executors and administrators, (1) that at the time of delivery of the deed he is lawfully seized in fee simple of the granted premises, (2) that the granted premises are free from all encumbrances except as therein set forth, (3) that he has good right, full power and lawful authority to sell and convey the same to the grantee and (4) that the grantor shall, and his heirs, executors and administrators shall, warrant and defend the granted premises to the grantee and his assigns forever against the claims and demands of all persons, except as therein set forth.”

Section 47-36e reads as follows:

“In any conveyance of real property the words “with warranty covenants” have the full force, meaning and effect of the following words: “The grantor covenants with the grantee that he is lawfully seized in fee simple of the granted premises; that the same are free from all encumbrances except as therein set forth, that he has good right, full power and lawful authority to sell and convey the same to the grantee and that the grantor shall, and his heirs, executors and administrators shall, warrant and defend the same to the grantee and his heirs and assigns forever against the claims and demands of all persons except as therein set forth.”

Section 47-36a(b)(2) reads as follows:

“A conveyance to more than one grantee, releasee or mortgagee creates an estate or interest in them as tenants in common unless the words “as joint tenants” are added after their names.”

Section 47-36a(a)(3) reads as follows:

“...’as joint tenants’ means joint tenants with the right of survivorship...”

Section 47-36c provides:

“Nothing in this chapter precludes the use of any other legal form of deed or mortgage.”

**WARRANTY DEED  
STATUTORY FORM**

**TO ALL PERSONS TO WHOM THESE PRESENTS SHALL COME, KNOW YE THAT:**

(Grantor) of \_\_\_\_\_, for consideration of \_\_\_\_\_, grants to \_\_\_\_\_ of \_\_\_\_\_ with WARRANTY COVENANTS all that certain real property known as \_\_\_\_\_, being more particularly described in **Schedule A** attached hereto and made a part hereof.

Said premises are conveyed subject to:

1. Any and all provisions of any municipal, ordinance or regulation or public or private law with special reference to the provisions of any zoning regulations and regulations governing the said Premises.
2. Real property taxes on the current Grand List and any municipal liens or assessments becoming due and payable on or after the delivery of this Deed.
3. Such additional encumbrances, if any, as more particularly set forth in Schedule A attached hereto.

In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

**IN WITNESS WHEREOF**, the Grantor has caused these presents to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

Signed, sealed and delivered in the presence of or attested by:

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Witness)

**STATE OF CONNECTICUT**

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

Personally appeared \_\_\_\_\_, signer and sealer of the foregoing instrument, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained in the capacity therein stated, before me, on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public/Commissioner of the Superior Court