

In Pennsylvania, there are three considerations to take into account when drawing up a deed. The first consideration is the law. All deeds and mortgages must comply with Pennsylvania Statute **Title 21**. The law specifies what components are necessary to form a valid deed.

The second consideration is title insurance underwriting guidelines. If a deed is being prepared in conjunction with the issuance of title insurance, the deed must contain warranties, and covenants as required by the title insurer.

The third consideration are recording requirements. Although a deed does not have to be recorded to be valid, it must be recorded for the following reasons:

Provide Constructive Notice: Constructive notice is a public declaration of who the legal owner of a property is.

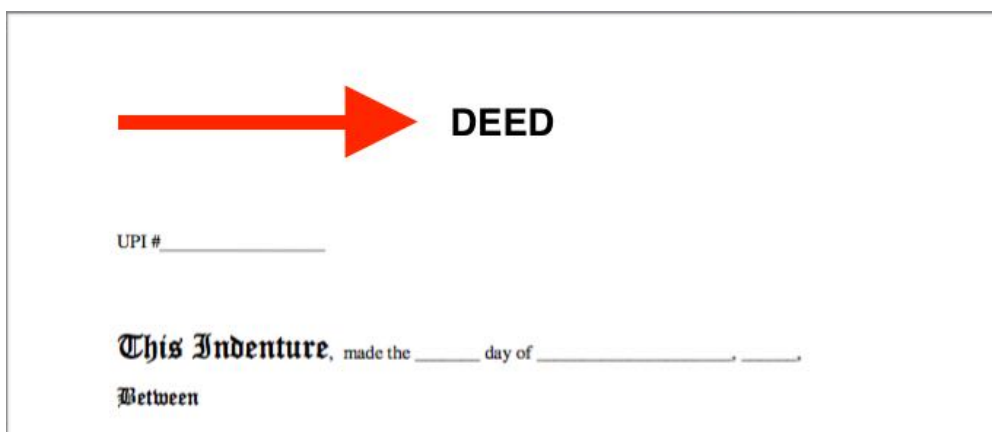
Priority of Recording: Pennsylvania is a **race notice** state. If more than one party has a deed to the same property, the party who records their deed first is given priority under the law.

Marketability and Insurability: Each recorded deed adds a link to the chain of title. If there is a clear chain of title and each link is free and clear of serious defects the title is considered marketable and therefore also insurable.

To ensure that a deed adheres to provisions set forth under the law, title insurance underwriting guidelines, and Recorder of Deeds requirements a deed must contain the following elements:

1. TITLE

A properly formatted deed should contain a title. The title may simply state “Deed”, “This Deed”, or the specific deed type such as “PA Warranty Deed”.



2. UNIFORM PARCEL ID (UPI)

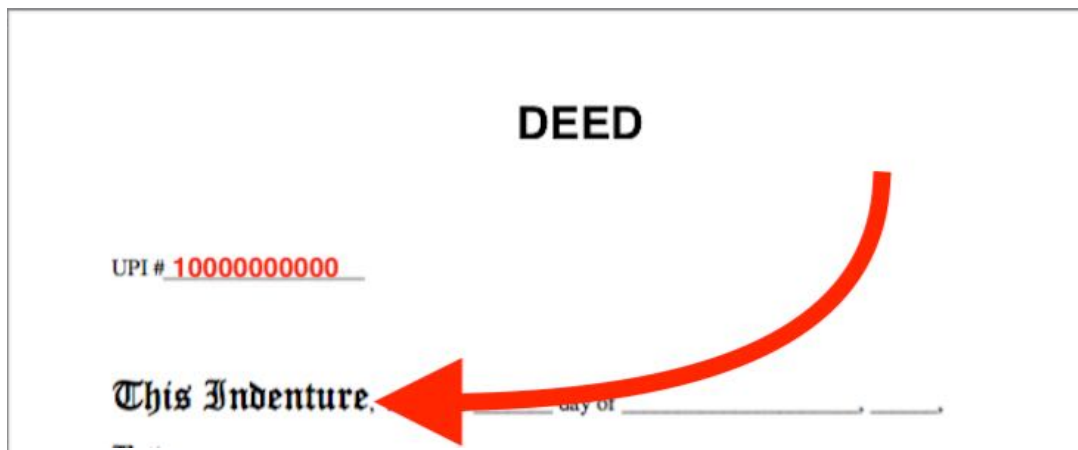
In Pennsylvania, every parcel of land is assigned a **Uniform Parcel Identification** number (UPI). In some counties a UPI number is referred to as an Assessors Parcel Number (APN) or Office of Property Assessment (OPA) Id. According to **Title 21 P.S. Deeds and Mortgages § 10.1**, a UPI must be written on every deed. A Recorder of Deeds office will not accept a deed that does not contain the proper Id number.

UPI numbers may appear in several times within the body of deed, However, it is customary for a UPI number to be written or typed in upper right or left hand corner of the deed.



3. INTRODUCTION

A deed should also contain an introduction. The words "Indenture" or "This Indenture" refer to the deed as an official agreement. The introduction is customarily printed below the title and UPI.



4. DATE

According to **Title 21**, all deeds must contain a date. The date may be the date that the deed was prepared, or the date when the grantor (seller) officially granted their rights to the title over to the grantee (buyer). The date is customarily written next to or below the introduction.

This Indenture, made the 22nd day of January, 2021,

5. GRANTOR(S)

The grantor (seller) is the individual or entity who grants the title. By law, a grantor must be at least 18 years of age and mentally competent to enter into a contractual agreement. If the grantor is under age or deemed mentally incompetent the transaction may be voided. When the grantor's name is written in a deed, it must be stated EXACTLY as it appeared on the previous deed. As an example:

In 1997, Patty was named as a grantee in the following deed:

This Indenture, made the 5th day of April, 1997,
Between
John Johnson
(hereinafter called the Grantors), of the one part, and
Patty Smith
(hereinafter called the Grantees). of the other part.

Several years later Patty decides to sell her home to Bob. Patty will be named as the grantor in the new deed. Although several years have passed since Patty was granted the title, her name must still appear exactly on the deed that granted the title to her.

This Indenture, made the 29th day of September, 2013,
Between
Patty Smith
(hereinafter called the Grantors), of the one part, and
Bob Jones
(hereinafter called the Grantees). of the other part.

WHAT IF THE GRANTOR CHANGED THEIR NAME?

After someone buys a home, they may have changed their legal name due to marriage, divorce, or religious purposes. If a grantor's (seller) name does not match the name on the current deed, their new name must be written along with a reference to their old name.

As an example:

Sara Singleton purchased a home. One year later, Sara got married and changed her name to Sara Singleton-Nomoore. When Sara sells the property, her new name must be stated on the deed, like so:

Sara Singleton-Nomoore **formerly known as** Sara Singleton

or Sara Singleton-Nomoore **f/k/a** Sara Singleton

ESTATES

If a property is being sold on behalf of an estate. The administrator or executor should be named as the grantor. As an example:

Jacob Johnson's mother died without a Will (intestate), the Register of Wills office granted him Letters of Administration. Jacob is now the administrator of his late mother's estate. When he sells her home, he will need to sign a deed on behalf of the estate. The grantor's name should be written on the deed, like so:

Jacob Johnson, Administrator for the Estate of Jackie Johnson

Lisa Lively father died testate (leaving a Will), the Register of Wills office probated the Will and granted her Letters Testamentary. When Lisa sells her father's home, the grantor's name must be written on the deed, like so:

Lisa Lively, Executrix for the Estate of Lawrence Lively

ENTITIES

If a property is being sold by a business such as an llc, corporation or church only the entity should be named as the grantor on a deed. As an example:

XYZ Corporation is selling its corporate headquarters. The grantor's name will appear on the deed simply as "**XYZ Corporation**".

However, the names of corporate officers who are authorized to sign the deed must be written in the testimonium section of the deed, like so: **William Grant, President of XYZ Corporation.**

6. GRANTEE(S)

If the grantee (buyer) has obtained mortgage financing and if a title policy will be issued insuring the grantee against losses due to the title defects, the name printed on the deed must appear as it does on the loan documents and title commitment.

7. CONSIDERATION

Consideration is the sales price of the property. Consideration should be stated on the deed in whole dollars, followed by the numerical sum, as an example:

Two hundred and ten thousand dollars and 00/100 (\$210,000)

If the conveyance is a gift, such as a deed from a father to a son, the nominal sum of \$1.00 can be stated, like so:

One Dollar (\$1.00)

8. GRANTING CLAUSE

According to Title 21, ***“in any deed or instrument in writing for conveying or releasing land hereafter executed, unless expressly limited to a lesser estate, the words “grant and convey,” or either one of said words, shall be effective to pass to the grantee or grantees named therein a fee simple title to the premises conveyed”***

It is also presumed that if the words ***“release and quit claim,”*** are also included in the granting clause, ***“it shall be construed, that neither the grantor or grantors, nor his or their personal representatives, his or their heirs or assigns, shall, at any time thereafter, have, claim, challenge, or demand the said lands and premises, or any part thereof, in any manner whatever.”***

~~Witnesseth~~, that the said Grantors for and in consideration of the sum of Two Hundred and Ten Thousand Dollars (\$210,000.00) lawful money of the United States of America, unto them well and truly paid by the said Grantees, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, have granted, bargained and sold, released and confirmed, and by these presents do grant, bargain and sell, release and confirm unto the said Grantees, as

9. VESTING

To complete the granting clause, the appropriate vesting should be stated.

Witnesseth, that the said Grantors for and in consideration of the sum of _____
 _____ (\$ _____ .00) lawful money of the United States of America, unto them well and
 truly paid by the said Grantees, at or before the sealing and delivery hereof, the receipt whereof is hereby
 acknowledged, have granted, bargained and sold, released and confirmed, and by these presents do grant,
 bargain and sell, release and confirm unto the said Grantees, as **VESTING GOES HERE**

Vesting is the form of ownership that the grantee is receiving. Vesting impacts how the title will transfer upon the sale or death of an owner. In Pennsylvania, the four most common forms of ownership are:

Severalty - When only one person is named as the grantee on a deed, the vesting does not have to be specified. Property owned by one person is presumed to be held in severalty.

Tenancy by the Entireties - Exclusively for married couples and includes the “Right of Survivorship“. When one spouse dies, the surviving spouse inherits the deceased spouse’s share of ownership.

Joint Tenants with “Rights of Survivorship” - Ownership is held by two people who are not married to one another. If the grantees want the right of survivorship, it must be stated on the deed. Therefore when one owner dies, the surviving owner becomes the sole owner of the property.

Tenants in Common - Ownership held by two or more persons, however, it does **NOT** include the right of survivorship. If one owner dies, their share of ownership transfers according to their Will or to their next of kin.

SEVERALTY	TENANTS IN COMMON	JOINT TENANTS	TENANCY BY THE ENTIRETIES
PROPERTY OWNED BY ONE PERSON	PROPERTY OWNED BY TWO OR MORE PEOPLE	PROPERTY OWNED BY TWO OR MORE PEOPLE	PROPERTY OWNED BY A MARRIED COUPLE
NO RIGHTS OF SURVIVORSHIP	NO RIGHTS OF SURVIVORSHIP	RIGHTS OF SURVIVORSHIP	RIGHTS OF SURVIVORSHIP
When the owner of a property held in severalty passes away their rights to the title may be transferred to their heirs	When one owner dies their heirs may inherit their rights to the title.	When one owner dies the surviving co-owner receives both owners share of the title.	When one spouse passes away their rights to the title are automatically granted to the surviving spouse.

WHAT HAPPENS IF THE VESTING IS NOT STATED IN THE DEED?

If the vesting is not stated and only one person is named as a grantee in deed, it is presumed that title is held in severalty.

If a married couple is named as grantees in a deed, it is presumed that title is held as tenancy by the entireties.

However, if the vesting is not stated and more than one person is named as grantees in deed, it is presumed that title is held as tenants in common.

To avoid future title issues as a result of the failure to state the appropriate vesting in the deed, it is important to verify the type of vesting that is needed and requested by the grantee (buyer).

10. LEGAL DESCRIPTION and PROPERTY ADDRESS

The property's legal description should appear below the granting clause. The legal description should match the description filed in the County tax assessor's office. The legal description must appear in the body of the deed or attached thereto.

If the legal description is attached on a separate page, it is customary to write the words "**See Exhibit A**" as a placeholder.

See Attached Exhibit A

Although the property's legal description may be attached on a separate page along with the legal description, it is a best practice to write the address on the deed. Some Recorder of Deeds offices will not accept a deed if the address is not written in the body of the deed.

11. RECITAL

The recital helps to explain the chain of title. The recital states how the grantor (seller) acquired the title. A recital is written, like so:

Being the same premises which **[NAME OF FORMER OWNERS]** by Deed dated **[DEED DATE]** and recorded **[RECORDING DATE]** in the County of **[COUNTY]**, Commonwealth of Pennsylvania in the office of the Recorder of Deeds in Deed Book **[BOOK NO]** Page **[PAGE NO]** granted and conveyed unto **[NAME OF CURRENT OWNER]** in fee.

12. ENCUMBRANCE CLAUSE

In Pennsylvania some title insurance underwriters require that an encumbrance clause is written in the deed. An encumbrance clause is also referred to as an “Under and Subject” clause, and obligates the grantee (buyer) to accept the title **under and subject** to encumbrances that are out of grantor’s (seller) control.

UNDER AND SUBJECT, NEVERTHELESS, to all reservations, restrictions, covenants, conditions, easements, leases and rights of way appearing of record.

13. APPURTENANCE CLAUSE

An appurtenance is anything that attaches to something else. It is customary for an appurtenance clause also referred to as the “Together With” clause to be incorporated in a deed. The clause states that the grantor (seller) is transferring all physical or legal rights that are attached to the property.

Together with all and singular the buildings and improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of them, the said grantors, as well at law as in equity, of, in and to the same.

14. HABENDUM CLAUSE

The habendum clause is also referred to as the “**To Have and To Hold**” clause. This clause clarifies and confirms what rights are or are not being granted to the grantee (buyer).

To have and to hold the said lot or piece of ground described above, with the buildings and improvements thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantees, their heirs and assigns, to and for the only proper use and behoof of the said Grantees, their heirs and assigns, forever.

15. SPECIAL WARRANTY

Most title companies will NOT insure a title if the deed that transferred the title does NOT contain warranties. The warranty covenant determines if a deed is a general or special warranty deed. A general warranty deed obligates the grantor (seller) to be liable for any title defects caused by them or any previous owners. A special warranty deed limits the grantor's (seller) liability to only title defects that occurred during the time period that they have held the title. In Pennsylvania, it is a closing custom for the grantor (seller) to sign a special warranty deed..

And the said Grantors, for themselves and their heirs, executors and administrators, do, by these presents, covenant, grant and agree, to and with the said Grantees, their heirs and assigns, that they, the said Grantors, and their heirs, all and singular the hereditaments and premises herein described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantees, their heirs and assigns, against them, the said Grantors, and their heirs, will warrant and defend against the lawful claims of all persons claiming by, through or under the said Grantors but not otherwise.

16. TESTIMONIUM

One of the most confusing aspects about a deed, is that many buyers believe that they have to sign it. It is only the grantor (seller) who signs the deed. The testimonium is also referred to as the execution clause contains the grantor's (seller) signature.

In Witness Whereof, the parties of the first part have hereunto set their hands and seals. Dated the day and year first above written.

Sealed and Delivered
IN THE PRESENCE OF US:

_____ {SEAL}

_____ {SEAL}

17. ACKNOWLEDGEMENT

A deed cannot be recorded without an executed acknowledgment. The acknowledgment must be completed by a notarial officer who is customarily a notary public, however a sheriff or judge may also perform this task. The notarial officer must verify the grantor's (seller) identity, and witness the signing of the deed. The officer must then complete the acknowledgement by printing or writing the following details:

Venue: The county where the deed was signed.

Date: The month, day and year when the deed was signed.

Name: The name(s) of individual(s) who appeared before the notarial officer.

Signature: The notarial officer's official signature

Seal: The notarial officer's seal, such as notarial or sheriff's seal.

Commonwealth of Pennsylvania } County of } ss
On this, the _____ day of _____, _____, before me, the undersigned Notary Public, personally appeared, _____ (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.
IN WITNESS WHEREOF, I hereunto set my hand and official seal.
_____ Notary Public My commission expires _____

18. CERTIFICATE OF RESIDENCE

According to Title 21, all deeds and must contain a certificate of residence. The certificate of residence is a space on the deed where the grantee's (buyer) precise mailing address is listed. The grantee or an authorized representative such as the closing agent must fill in the address and sign it.

The precise residence and the complete post office address of the above-named Grantees is:

On behalf of the Grantees thepanotary.com