

## GENERAL WARRANTY DEED

This General Warranty Deed ("Deed") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ by and between:

Grantor: \_\_\_\_\_

Address: \_\_\_\_\_

and

Grantee: \_\_\_\_\_

Address: \_\_\_\_\_

WITNESSETH:

That for and in consideration of the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ ) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant, bargain, sell, and convey unto the Grantee, and to the Grantee's heirs, successors, and assigns, forever, all that certain parcel of land situated in the County of \_\_\_\_\_, State of \_\_\_\_\_, described as follows:

Legal Description: \_\_\_\_\_

TO HAVE AND TO HOLD the same, together with all the rights, easements, appurtenances, and hereditaments thereunto belonging or in anywise appertaining, unto the Grantee, and to the Grantee's heirs, successors, and assigns, forever.

The Grantor hereby covenants with the Grantee that the Grantor is lawfully seized in fee simple of the premises; that the premises are free from all encumbrances except as stated

herein; that the Grantor has good right to sell and convey the same; and that the Grantor will warrant and defend the title to the premises against the lawful claims and demands of all persons whomsoever.

This Deed is subject to the following exceptions: \_\_\_\_\_

#### DEFAULT AND REMEDY

In the event of a breach of any covenant or agreement contained herein, the non-breaching party shall have the right to seek all available legal and equitable remedies, including but not limited to specific performance and damages.

#### GOVERNING LAW

This Deed shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_, and any legal action or proceeding arising under this Deed shall be brought exclusively in the courts of said State.

#### SEVERABILITY

If any provision of this Deed is held to be invalid or unenforceable, such provision shall be severed from this Deed, and the remaining provisions shall remain in full force and effect.

#### ENTIRE AGREEMENT

This Deed constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, relating to such subject matter.

#### NOTICES

Any notice required or permitted to be given under this Deed shall be in writing and shall be deemed to have been duly given if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses set forth above or to such other address as either party may designate by notice in writing.

#### AMENDMENT

This Deed may be amended only by a written instrument executed by both the Grantor and the Grantee.

#### TERMINATION

This Deed may be terminated by mutual written consent of the Grantor and the Grantee or upon the occurrence of a condition subsequent as may be specified herein.

IN WITNESS WHEREOF, the Grantor has executed this General Warranty Deed as of the day and year first above written.

Grantor: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Grantee: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

WITNESS:

Witness: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

#### NOTARY ACKNOWLEDGMENT

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

Notary Public, State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_