

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and entered into on this _____ day of _____, 20_____, by and between:

I. PARTIES

The Grantor: _____
(hereinafter referred to as "Grantor"), whose mailing address is:

The Grantee: _____
(hereinafter referred to as "Grantee"), whose mailing address is:

II. RECITALS

WHEREAS, Grantor is the owner of certain real property located in the County of _____, State of _____, which is more particularly described below (the "Property"); and

WHEREAS, Grantor desires to convey and transfer the Property to Grantee, subject to the special

IV. HABENDUM CLAUSE

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, and Grantee's heirs, successors, and assigns forever.

V. SPECIAL WARRANTY OF TITLE

Grantor does hereby bind Grantor and Grantor's heirs, successors, and assigns to WARRANT AND FOREVER DEFEND all and singular the title to the Property unto the said Grantee, and Grantee's heirs, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, BY, THROUGH, OR UNDER THE GRANTOR, BUT NOT OTHERWISE. This warranty specifically limits the Grantor's liability to claims arising during the period of Grantor's ownership and not against claims arising prior to Grantor's ownership.

VI. RESERVATIONS AND EXCEPTIONS

This conveyance is made subject to all easements, restrictions, reservations, covenants, conditions, and limitations of record, if any, and to all applicable zoning ordinances and governmental regulations.

VII. GOVERNING LAW

This Special Warranty Deed shall be governed by and construed in accordance with the laws of the State of _____.

VIII. SEVERABILITY

If any provision of this Special Warranty Deed is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

IX. ENTIRE AGREEMENT

This Special Warranty Deed constitutes the entire agreement between the Grantor and Grantee concerning the conveyance of the Property and supersedes all prior discussions, negotiations, and agreements, whether written or oral.

X. SUCCESSORS AND ASSIGNS

This Special Warranty Deed shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns.

XI. WAIVER

No waiver of any provision of this Special Warranty Deed shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

XII. HEADINGS

The headings of the sections of this Special Warranty Deed are for convenience only and shall not affect the interpretation or construction of any of its provisions.

XIII. CONSTRUCTION

The parties acknowledge that each party has had the opportunity to review this Special Warranty Deed and to consult with legal counsel. Therefore, no presumption or rule of construction shall apply to the disadvantage of the party drafting this instrument.

IN WITNESS WHEREOF, the Grantor has executed this Special Warranty Deed on the date first above written.

GRANTOR

Signature: _____

Print Name: _____

Date: _____ day of _____, 20 _____

Address: _____

WITNESSES:

Witness 1:

Signature: _____

Print Name: _____

Date: _____ day of _____, 20 _____

Address: _____

Witness 2:

Signature: _____

Print Name: _____

Date: _____ day of _____, 20 _____

Address: _____

NOTARY PUBLIC ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 20 _____, before me, a Notary Public in and for said County and State, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.

Notary Public Signature: _____

Print Name: _____

My Commission Expires: _____

(SEAL)