

# MAINE STATE LEGISLATURE

The following document is provided by the  
**LAW AND LEGISLATIVE DIGITAL LIBRARY**  
at the Maine State Law and Legislative Reference Library  
<http://legislature.maine.gov/lawlib>



Reproduced from scanned originals with text recognition applied  
(searchable text may contain some errors and/or omissions)

---

---

ONE HUNDRED AND THIRD LEGISLATURE

---

---

Legislative Document

No. 1442

S. P. 537

In Senate, March 8, 1967

Referred to Committee on Judiciary. Sent down for concurrence and ordered printed.

JERROLD B. SPEERS, Secretary

Presented by Senator Mills of Franklin.

---

---

STATE OF MAINE

IN THE YEAR OF OUR LORD NINETEEN HUNDRED  
SIXTY-SEVEN

---

AN ACT Creating the Short Form Deeds Act.

---

Be it enacted by the People of the State of Maine, as follows:

Sec. 1. R. S., T. 33, c. 12, additional. Title 33 of the Revised Statutes is amended by adding a new chapter 12, as follows:

CHAPTER 12

SHORT FORM DEEDS ACT

§ 761. Statutory forms; incorporation by reference; title

The forms set forth in section 776 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."

§ 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 775 shall apply to all such instruments executed or delivered on or after January 1, 1968.

§ 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.

#### § 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."

#### § 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.

#### § 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."

#### § 767. Mortgage deed

A deed in substance following the form entitled "Mortgage Deed" shall when duly executed have the force and effect of a mortgage deed to the grantee, his heirs and assigns, to him 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 mortgage 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 said grantee, his 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 perform-

ance of any obligation therein specified. The parties may insert in such mortgage any other lawful agreement or condition.

§ 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."

§ 769. Statutory condition in mortgage

The following "condition" shall be known as the "Statutory Condition," and may be incorporated in any mortgage by reference:

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.

§ 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."

§ 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".

§ 772. Words of inheritance; habendum

In a conveyance or reservation of real estate the terms "heirs", "assigns", "forever" or other technical words of inheritance, or an habendum, shall not be necessary to convey or reserve an estate in fee. A deed or reservation of real estate shall be construed to convey or reserve an estate in fee simple, unless a different intention clearly appears in the deed.

§ 773. Uses and trusts

When a conveyance or devise of real estate is made to a grantee or devisee to a use intended to be executed by the statute of uses, the word "use" shall be employed in declaring the use; and provisions introduced by the words "in trust", or other expressions that might otherwise create uses, shall be deemed to create trusts and not uses. If no use is declared in a conveyance or devise of real estate, the same shall take effect as if it were expressed to be for the use of the grantee or devisee.

§ 774. 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, and it shall be unnecessary to enumerate or mention them either generally or specifically.

§ 775. Seals not required

An instrument need not be under seal in a conveyance of real estate.

§ 776. Appendix

Statutory short forms of instruments relating to real estate are as follows:  
Forms:

- 1 Warranty Deed
  - 2 Quitclaim Deed with Covenant
  - 3 Deed of Executor, Administrator, Trustee, Guardian, Conservator, Receiver or Commissioner
  - 4 Quitclaim Deed Without Covenant or Release Deed
  - 5 Mortgage Deed
  - 6 Partial Release of Mortgage
  - 7 Assignment of Mortgage
  - 8 Discharge of Mortgage
  - 9 Deed from Individual to Himself and Another as Joint Tenants
  - 10 Deed from Joint Tenants or Two Grantors to Joint Tenants
  - 11 Municipal Quitclaim Deed
- Forms of Acknowledgments
- 12 Acknowledgment of Individual Acting in His Own Right

- 13 Acknowledgment of an Attorney
- 14 Acknowledgment of an Officer of a Corporation
- 15 Acknowledgment of an Executor, Administrator, Trustee, Guardian, Conservator, Receiver, or Commissioner.

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. wife of said grantor, joins as grantor and releases all rights by descent and all other rights.

Witness ..... hand this ..... day of .....  
 (here add acknowledgment)

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. wife of said grantor, joins as grantor, and releases all rights by descent and all other rights.

Witness ..... hand this ..... day of .....  
 (here add acknowledgment)

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

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

(description)

Witness ..... hand this ..... day of .....  
 (here add acknowledgment)

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., wife of said grantor, joins as grantor, and releases all rights by descent and all other rights.

Witness ..... hand this ..... day of .....  
(here add acknowledgment)

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 not more than ..... dollars in .....  
years ..... with ..... per cent interest per annum,  
payable in ..... installments, as provided in .....  
not 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., wife of said Grantor, joins as grantor, and releases all rights by descent  
and all other rights.

Witness ..... hand this ..... day of .....  
(here add acknowledgment)

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 this ..... day of .....  
(here add acknowledgment)

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 this ..... day of .....  
(here add acknowledgment)

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 this ..... day of .....  
(here add acknowledgment)

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., wife of said grantor, joins as grantor and releases all rights by descent and all other rights.

Witness ..... hand this ..... day of .....  
(here add acknowledgment)

10 Deed From Joint Tenants or Two Grantors  
to Joint Tenants

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

A. B. and C. D., husband and wife, both join as grantors, and both release all rights by descent and all other rights. (or I. J., wife of A. B. and K. L., wife of C. D., both join as grantors, and both release all rights by descent and all other rights.)

Witness our hands this ..... day of .....  
(here add acknowledgment)

11 Municipal Quit-Claim 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 ..... has caused this instrument to be signed in its corporate name by ....., its .....  
....., duly authorized, this ..... day of .....  
(here add acknowledgment)

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,

.....  
Justice of the Peace (or Notary Public)



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,

.....  
Justice of the Peace (or Notary Public)

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,

.....  
Justice of the Peace (or Notary Public)

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,

.....  
Justice of the Peace (or Notary Public)