

Education Services, Inc.  
Real Estate Academy  
Session Five Quiz – Chapters 12, 13

CHAPTER TWELVE

1. The title to real estate passes when a valid deed is:
  - a. Signed and recorded
  - b. Delivered and accepted
  - c. Filed and microfilmed
  - d. Executed and mailed
  
2. The primary purpose of a deed is to:
  - a. Prove ownership
  - b. Transfer title rights
  - c. Give constructive notice
  - d. Prevent adverse possession
  
3. A special warranty deed differs from a general warranty deed in that the grantor's covenant in the special warranty deed:
  - a. Applies only to a definite limited time
  - b. Covers the time back to the original title
  - c. Is implied and is not written in full
  - d. Protects all subsequent owners of the property
  
4. The law that requires transfer of real property ownership to be in writing is the:
  - a. Parol evidence rule
  - b. Statute of limitations
  - c. Rule of civil procedure
  - d. Statute of frauds
  
5. Which of the following deeds contain no expressed or implied warranties?
  - a. A bargain and sale deed
  - b. A quitclaim deed
  - c. A warranty deed
  - d. A grant deed
  
6. The reversion of real estate to the county because of its lack of heirs or other persons legally entitled to own the property is:
  - a. Eminent domain
  - b. Escheat
  - c. Attachment
  - d. Estoppel
  
7. Fred bought acreage in a distant county, never went to see it, and did not use it, although he regularly paid the real estate taxes on it. Lucy moved her mobile home onto Fred's property, drilled a well for water, and lived there for many years. Lucy may have become the owner of the acreage if she has complied with the state laws regarding:
  - a. Intestate succession
  - b. Adverse possession
  - c. The statute of frauds
  - d. The doctrine of prior appropriation
  
8. In which of the following situations would a quitclaim deed be the most appropriate type of deed to use?
  - a. To convey a marketable title
  - b. To release a nominal real estate interest
  - c. To remove a cloud on title
  - d. To warrant that a title is valid

9. When the preliminary title report reveals the existence of an easement on the property, it indicates that the easement is a(n):
  - a. Lien
  - b. Encumbrance
  - c. Encroachment
  - d. Tenement
  
10. Two people own a farm as joint tenants with right of survivorship. One of the tenants dies intestate. The other tenant now owns the farm:
  - a. As a joint tenant with right of survivorship
  - b. In severalty
  - c. In absolute ownership under the law of descent
  - d. Subject to the terms of the deceased's will

#### CHAPTER THIRTEEN

11. A third party holds title to property on behalf of someone else through the use of a:
  - a. Devise
  - b. Quitclaim
  - c. Bequest
  - d. Deed in trust
  
12. An abstract of title does not provide evidence of title unless it is accompanied by a(n):
  - a. Copy of the title insurance policy
  - b. Letter of insurance coverage
  - c. Letter of warranty
  - d. Legal opinion of title
  
13. A bill of sale is used to transfer the ownership of:
  - a. Real property
  - b. Fixtures
  - c. Chattel Fixtures
  - d. Appurtenances
  
14. A written summary of the history of all conveyances and legal proceedings affecting a specific parcel of real estate is called a(n):
  - a. Affidavit of title
  - b. Certificate of title
  - c. Abstract of title
  - d. Title insurance policy
  
15. Which of the following types of deeds merely implies, but does not specifically warrant, that the grantor holds good title to the property?
  - a. Special warranty
  - b. Bargain and sale
  - c. Quitclaim
  - d. Trustee's
  
16. Which of the following best describes the covenant of quiet enjoyment?
  - a. The grantor promises to obtain and deliver any instrument needed to make the title good
  - b. The grantor guarantees that if the title fails in the future, he or she will compensate the grantee
  - c. The grantor warrants that he or she is the owner and has the right to convey title to the property
  - d. The grantor guarantees that the title will be good against the title claims of third parties

17. All of the following would be considered evidence of marketable title EXCEPT a(n):
  - a. Abstract of title with a legal opinion
  - b. Title commitment or title insurance policy
  - c. Certificate of title by a real estate broker
  - d. Certificate of title by a real estate attorney
  
18. A document that protects against hidden risks such as forgeries and loss due to defects in the title, subject to specific exceptions, is called a(n):
  - a. Chain of title
  - b. Abstract of title
  - c. Certificate of title
  - d. Title insurance policy
  
19. A buyer took delivery of the deed to his new house but forgot to record the deed. Under these circumstances:
  - a. The transfer of the property from the seller is ineffective
  - b. The buyer's interest is not fully protected against third parties
  - c. The deed is invalid after 90 days
  - d. The deed is invalid after 6 months
  
20. The primary reason a buyer obtains title insurance is:
  - a. Because the mortgage lender requires it
  - b. To ensure that the buyer has marketable title
  - c. To ensure that the abstractor has prepared a complete summary of title
  - d. To pay future liens that may be filed