

# QUITCLAIM DEED COVER LETTER AND TRANSMITTAL

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**Date:** [DATE]

**From (Grantor):** [GRANTOR LEGAL NAME], [GRANTOR ADDRESS] ("Grantor").

**To (Recipient):** [RECIPIENT NAME — e.g., GRANTEE, RECORDING OFFICE, TITLE COMPANY, OR ATTORNEY], [RECIPIENT ADDRESS] ("Recipient").

**Re:** Transmittal of an executed Quitclaim Deed conveying the Grantor's interest in the real property located at [PROPERTY ADDRESS], [CITY, COUNTY, STATE, ZIP], with assessor's parcel number [APN] (the "Property").

**Recitals.** Grantor has executed a Quitclaim Deed (the "Deed") that conveys to [GRANTEE LEGAL NAME] ("Grantee") whatever interest, if any, Grantor holds in the Property, without any warranty of title. Grantor is delivering the executed Deed to Recipient with this cover letter so that the Deed may be recorded, held, or processed as described below. This letter explains the nature of the enclosed Deed, itemizes the enclosures, and gives recording and return instructions. This letter is a transmittal and does not itself convey any interest in the Property.

## 1. Nature of a Quitclaim Deed

**1.1 No warranty of title.** A quitclaim deed transfers only whatever interest, if any, the Grantor actually holds in the Property as of the date of the Deed. Grantor makes no representation or warranty that Grantor owns any interest, that title is clear, or that the Property is free of liens, encumbrances, or competing claims.

**1.2 Recipient's awareness.** Recipient and Grantee acknowledge, by accepting the Deed, that they understand the limited nature of a quitclaim conveyance and that they have had the opportunity to obtain independent title review, a title search, or title insurance before relying on the Deed.

**1.3 No legal or tax advice.** This letter does not provide legal, tax, or title advice. Transfers of real property can trigger transfer taxes, reassessment, lender "due-on-sale" rights, and other consequences that vary by jurisdiction. The Parties are responsible for obtaining their own professional advice.

**1.4 Common uses.** Quitclaim deeds are commonly used to transfer property between family members, to add or remove a spouse following marriage or divorce, to clear a possible cloud on title, or to contribute property to a trust or business entity. The appropriate use, and whether a quitclaim deed (rather than a warranty or grant deed) is the right instrument, should be confirmed with counsel for the Property's jurisdiction.

**1.5 Existing liens survive.** A quitclaim deed does not extinguish existing mortgages, deeds of trust, tax liens, or other encumbrances on the Property. Those obligations generally remain attached to the Property after the conveyance, and the Grantee takes the Property subject to them.

## 2. Enclosures

2.1 **Itemized enclosures.** Grantor encloses the following:

#	Item	Copies
1	Executed and notarized Quitclaim Deed	[NUMBER]
2	Required transfer-tax or change-of-ownership form(s)	[NUMBER OR N/A]
3	Recording fee payment (check / instructions)	[AMOUNT OR N/A]
4	Legal description / Exhibit A	[NUMBER OR N/A]
5	Other: [DESCRIBE]	[NUMBER OR N/A]

2.2 **Verify before acting.** Recipient should verify that all enclosures listed are present before recording or processing the Deed and should promptly notify Grantor of any missing item.

## 3. Execution and Notarization

3.1 **Signature and acknowledgment.** The enclosed Deed has been signed by Grantor and acknowledged before a notary public, as generally required for a deed to be eligible for recording. The Parties should confirm the specific signing, witnessing, and notarization requirements that apply in [COUNTY, STATE], because they vary by jurisdiction.

3.2 **Legal description.** The Deed contains, or attaches as an exhibit, the legal description of the Property. Recipient should confirm the legal description matches the official records for the Property.

## 4. Recording Instructions

4.1 **Where to record.** Unless instructed otherwise, the Deed should be recorded with the [COUNTY RECORDER / REGISTER OF DEEDS] for [COUNTY, STATE].

4.2 **Fees and forms.** Recipient should pay any required recording fees and submit any required transfer-tax declarations or change-of-ownership statements at the time of recording. Required forms and fees vary by jurisdiction.

4.3 **Timing.** Recipient should record the Deed promptly. Recording priority can affect the rights of the Grantee against later claims, so delay is discouraged.

## 5. Return of Recorded Deed

5.1 **Return address.** After recording, the original recorded Deed should be returned to: [NAME AND ADDRESS FOR RETURN OF RECORDED DEED].

5.2 **Confirmation.** Recipient should provide Grantor with a copy of the recorded Deed showing the recording stamp, instrument number, and date, or with confirmation that recording was completed.

6. No Escrow or Conditions

6.1 **Unconditional delivery.** Unless the Parties have a separate written escrow or conditional-delivery agreement, the enclosed Deed is delivered for recording without condition. If the delivery is intended to be conditional or held in escrow, that arrangement must be set out in a separate signed writing and is not created by this letter.

6.2 **Questions.** Any questions about the Deed or this transmittal should be directed to Grantor or Grantor's representative at the contact information below before the Deed is recorded.

7. General Provisions

7.1 **Governing law.** The Deed and its recording are governed by the laws of the State of [STATE] and the recording rules of [COUNTY, STATE]. Requirements for deed form, notarization, witnesses, transfer tax, and recording vary substantially by jurisdiction and control over any inconsistent statement in this letter.

7.2 **No reliance without review.** No Party should rely on the Deed to establish clear title without independent title examination or title insurance.

7.3 **Counterparts and electronic delivery.** This cover letter may be delivered electronically and acknowledged by electronic signature. Note, however, that the Deed itself, and its acknowledgment and recording, generally must satisfy the formalities required by local law, which may not permit electronic signature; confirm local requirements before relying on an electronic deed.

**GRANTOR.** Grantor confirms that the enclosed Deed has been executed and is being transmitted as described above.

GRANTOR

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

Printed name: [NAME]

Title: [TITLE OR N/A]

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

Contact (phone / email): [CONTACT]

RECIPIENT ACKNOWLEDGMENT OF RECEIPT (optional).

RECIPIENT

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

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Printed name: **[NAME]**

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Title: **[TITLE OR N/A]**

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

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