

**DISTRICT OF COLUMBIA**  
**OFFICIAL CODE**

**TITLE 42.**  
**REAL PROPERTY.**

**CHAPTER 6.**  
**FORMS; COVENANTS AND WARRANTIES.**

**2001 Edition**

**DISTRICT OF COLUMBIA OFFICIAL CODE**

**CHAPTER 6. FORMS; COVENANTS AND**

**WARRANTIES.**

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# CHAPTER 6. FORMS; COVENANTS AND WARRANTIES.

## § 42-601. DEED, MORTGAGE, AND LEASE FORMS.

The following forms or forms to the like effect shall be sufficient, and any covenant, limitation, restriction, or proviso allowed by law may be added, annexed to, or introduced in the said forms. Any other form conforming to the rules herein laid down shall be sufficient:

### FEE SIMPLE DEED

This deed, made this \_\_\_\_ day of \_\_\_\_, in the year \_\_\_\_, by me, \_\_\_\_, of \_\_\_\_, witnesseth, that in consideration of (here insert consideration), I, the said \_\_\_\_, do grant unto (here insert grantee's name), of \_\_\_\_, all that (here describe the property).

Witness my hand and seal. \_\_\_\_\_ [Seal.]

### DEED BY SPOUSE OR DOMESTIC PARTNER

This deed, made this \_\_\_\_ day of \_\_\_\_, in the year \_\_\_\_, by us, \_\_\_\_ and \_\_\_\_, his or her spouse or domestic partner, of \_\_\_\_, witnesseth, that in consideration of \_\_\_\_, we, the said \_\_\_\_ and his or her spouse or domestic partner, do grant unto \_\_\_\_, of \_\_\_\_, and so forth.

Witness our hands and seals. \_\_\_\_\_ [Seal.]

\_\_\_\_\_ [Seal.]

### DEED OF LIFE ESTATE

This deed, made this \_\_\_\_ day of \_\_\_\_, in the year \_\_\_\_, by me, \_\_\_\_, of \_\_\_\_, witnesseth, that in consideration of \_\_\_\_, I, the said \_\_\_\_, do grant unto \_\_\_\_, of \_\_\_\_, all that (here describe the property), to hold during his life and no longer.

Witness my hand and seal. \_\_\_\_\_ [Seal.]

### DEED OF TRUST TO SECURE DEBTS, SURETIES, OR FOR OTHER PURPOSES

This deed, made this \_\_\_\_ day of \_\_\_\_, in the year \_\_\_\_, by me, \_\_\_\_, of \_\_\_\_, witnesseth, that whereas (here insert the consideration for the deed), I, the said \_\_\_\_, do grant unto \_\_\_\_, of \_\_\_\_, as trustee, the following property (here describe it) in trust for the following purposes (here insert the trusts and any covenant that may be agreed upon).

Witness my hand and seal. \_\_\_\_\_ [Seal.]

### FORM OF TRUSTEE'S DEED UNDER A DECREE

This deed, made this \_\_\_\_ day of \_\_\_\_, in the year \_\_\_\_, by me, \_\_\_\_, trustee, of \_\_\_\_, witnesseth: Whereas by a decree of (here insert court) passed on the \_\_\_\_ day of \_\_\_\_, in the cause of \_\_\_\_ versus \_\_\_\_, I, the said \_\_\_\_, was appointed trustee to sell the land decreed to be sold, and have sold the same to \_\_\_\_; and said sale has been ratified by said court, and said \_\_\_\_ has fully paid the purchase money due on said sale; now, therefore, in consideration of the premises, I, the said \_\_\_\_, do grant unto \_\_\_\_, of \_\_\_\_, all the right and title of all the parties to the aforesaid cause, in and to all that (here describe property).

Witness my hand and seal. \_\_\_\_\_ [Seal.]

### EXECUTOR'S DEED

This deed, made this \_\_\_\_ day of \_\_\_\_, in the year \_\_\_\_, witnesseth, that I, \_\_\_\_, of \_\_\_\_, executor of the last will of \_\_\_\_, late of \_\_\_\_, deceased, under a power in said will contained, in consideration of \_\_\_\_, have sold and do hereby grant to \_\_\_\_, of \_\_\_\_, all that (here describe the property).

Witness my hand and seal. \_\_\_\_\_ [Seal.]

### FORM OF MORTGAGE, WITH OR WITHOUT POWER OF SALE

This mortgage, made this \_\_\_\_ day of \_\_\_\_, in the year \_\_\_\_, witnesseth, that whereas I, \_\_\_\_, of \_\_\_\_, am indebted unto \_\_\_\_, of \_\_\_\_, in the sum of \_\_\_\_, payable \_\_\_\_, for which I have given to said \_\_\_\_ my (here describe obligation). Now, in consideration thereof, I hereby grant unto the said \_\_\_\_ all that (here describe property), provided that if I shall punctually pay said (notes or other instruments) according to the tenor thereof then this mortgage shall be void. And if I shall make default in such payment the said \_\_\_\_ is hereby authorized and empowered to sell said property at public auction on the following terms (here insert them), and out of the proceeds of sale to retain whatever shall remain unpaid of my said indebtedness and the costs of such sale, and the surplus, if any, to pay to me.

Given under my hand and seal. \_\_\_\_\_ [Seal.]

### FORM OF LEASE

This lease, made this \_\_\_\_ of \_\_\_\_, in the year \_\_\_\_, between \_\_\_\_, of \_\_\_\_, and \_\_\_\_, of \_\_\_\_, witnesseth, that the said \_\_\_\_ doth lease unto the said \_\_\_\_, his executor, administrator, and assigns, all that (here describe the property) for the term of \_\_\_\_ years, beginning on the \_\_\_\_ day of \_\_\_\_, in the year \_\_\_\_, and ending on the \_\_\_\_ day of \_\_\_\_, in the year \_\_\_\_, the said \_\_\_\_ paying therefor the sum of \_\_\_\_ on the \_\_\_\_ day of \_\_\_\_ in each and every year (or month, as the case may be).

Witness our hands and seals. \_\_\_\_\_ [Seal.]

\_\_\_\_\_ [Seal.]

(Mar. 3, 1901, 31 Stat. 1277, ch. 854, ch. 16, subch. 5; June 30, 1902, 32 Stat. 533, ch. 1329; Sept. 12, 2008, D.C. Law 17-231, § 33(b), 55 DCR 6758.)

#### *HISTORICAL AND STATUTORY NOTES*

##### *Prior Codifications*

1981 Ed., § 45-501.

1973 Ed., § 45-301.

##### *Effect of Amendments*

D.C. Law 17-231 deleted the Deed by Husband and Wife form and inserted the Deed by Spouse or Domestic Partner form.

##### *Legislative History of Laws*

For Law 17-231, see notes following § 42-516.

## **§ 42-602. DEEDS OF CORPORATIONS; FORMAL REQUISITES; ACKNOWLEDGMENT.**

The deed of a corporation shall be executed and acknowledged either (1) by an attorney-in-fact appointed for that purpose or (2) without appointment, by its president or a vice-president if also attested by the secretary or assistant secretary of the corporation.

(Mar. 3, 1901, 31 Stat. 1268, ch. 854, § 497; June 30, 1902, 32 Stat. 531, ch. 1329; Apr. 27, 1994, D.C. Law 10-110, § 2(c), 41 DCR 1023.)

#### *HISTORICAL AND STATUTORY NOTES*

##### *Prior Codifications*

1981 Ed., § 45-502.

1973 Ed., § 45-302.

##### *Legislative History of Laws*

Law 10-110, the "Property Conveyancing Revision Act of 1994," was introduced in Council and assigned Bill No. 10-88, which was referred to the Committee on the Judiciary. The Bill was adopted on first and second readings on January 4, 1994, and February 1, 1994, respectively. Signed by the Mayor on February 18, 1994, it was assigned Act No. 10-198 and transmitted to both Houses of Congress for its review. D.C. Law 10-110 became effective on April 27, 1994.

### **§ 42-603. "COVENANT" BINDS COVENANTOR, COVENANTEE, AND THEIR PRIVIES.**

When, in any deed, the word "covenant" is used, such word shall have the same effect as if the covenant was expressed to be by the covenantor, for himself, his heirs, devisees, and personal representatives, and shall be deemed to be with the grantee or lessee, his heirs, devisees, personal representatives, and assigns.

(Mar. 3, 1901, 31 Stat. 1268, ch. 854, § 505; June 30, 1902, 32 Stat. 531, ch. 1329.)

#### *HISTORICAL AND STATUTORY NOTES*

##### *Prior Codifications*

1981 Ed., § 45-503.

1973 Ed., § 45-303.

### **§ 42-604. GENERAL WARRANTY.**

A covenant by the grantor, in a deed conveying real estate, "that he will warrant generally the property hereby conveyed," or a grant of real estate in which the granting words are followed by the words "with general warranty," shall have the same effect as if the grantor had covenanted that he, his heirs, devisees, and personal representatives will warrant and defend the said property unto the grantee, his heirs, devisees, personal representatives, and assigns against the claims and demands of all persons whomsoever.

(Mar. 3, 1901, 31 Stat. 1269, ch. 854, § 506.)

#### *HISTORICAL AND STATUTORY NOTES*

##### *Prior Codifications*

1981 Ed., § 45-504.

1973 Ed., § 45-304.

### **§ 42-605. SPECIAL WARRANTY.**

A covenant by a grantor in a deed conveying real estate, "that he will warrant specially the property hereby conveyed," or a grant of real estate in which the granting words are followed by the words "with special warranty," shall have the same effect as if the grantor had covenanted that he, his heirs, devisees, and personal representatives will forever warrant and defend the said property unto the grantee, his heirs, devisees, personal representatives, and assigns against the claims and demands of the grantor and all persons claiming or to claim by, through, or under him.

(Mar. 3, 1901, 31 Stat. 1269, ch. 854, § 507.)

#### *HISTORICAL AND STATUTORY NOTES*

##### *Prior Codifications*

1981 Ed., § 45-505.

1973 Ed., § 45-305.

### **§ 42-606. COVENANT OF QUIET ENJOYMENT.**

A covenant by the grantor in a deed of land, "that the said grantee shall quietly enjoy said land," shall have the same effect as if he had covenanted that the said grantee, his heirs, and assigns, shall, at any and all times after March 3, 1901, peaceably and quietly enter upon, have, hold, and enjoy the land conveyed by the deed or intended to be so conveyed, with all the rights, privileges, and appurtenances thereunto belonging, and to receive the rents and profits thereof, to and for his and their use and benefit, without any eviction, interruption, suit, claim, or demand whatsoever by the said grantor, his heirs or assigns, or any other person or persons whatever.

(Mar. 3, 1901, 31 Stat. 1269, ch. 854, § 508.)

#### *HISTORICAL AND STATUTORY NOTES*

##### *Prior Codifications*

1981 Ed., § 45-506.

## **§ 42-607. COVENANT AGAINST HAVING ENCUMBERED LAND.**

A covenant by a grantor, in a deed of land, "that he has done no act to encumber said land," shall be construed to have the same effect as if he had covenanted that he had not done or executed or knowingly suffered any act, deed, or thing whereby the land and premises conveyed, or intended so to be, or any part thereof, are or will be charged, affected or encumbered in title, estate, or otherwise.

(Mar. 3, 1901, 31 Stat. 1269, ch. 854, § 509.)

### *HISTORICAL AND STATUTORY NOTES*

#### *Prior Codifications*

1981 Ed., § 45-507.

1973 Ed., § 45-307.

## **§ 42-608. COVENANT FOR FURTHER ASSURANCES; CONTRACTS TO CONTAIN SOIL CHARACTERISTICS INFORMATION.**

(a) A covenant by a grantor, in a deed of land, "that he will execute such further assurances of said land as may be requisite," shall have the same effect as if he had covenanted that he, his heirs or devisees, will, at any time, upon any reasonable request, at the charge of the grantee, his heirs or assigns, do, execute, or cause to be done and executed, all such further acts, deeds, and things, for the better, more perfectly and absolutely conveying and assuring the lands and premises conveyed unto the grantee, his heirs and assigns, as intended to be conveyed, as by the grantee, his heirs or assigns, or his or their counsel learned in the law, shall be reasonably devised, advised, or required.

(b) All contracts drawn for the purpose of conveying real property in the District of Columbia shall contain the following information:

(1) The characteristic of the soil on the property in question as described by the Soil Conservation Service of the United States Department of Agriculture in the Soil Survey of the District of Columbia published in 1976 and as shown on the Soil Maps of the District of Columbia at the back of that publication; and

(2) A notation that for further information the buyer can contact a soil testing laboratory, the District of Columbia Department of Environmental Services or the Soil Conservation Service of the Department of Agriculture.

(Mar. 3, 1901, 31 Stat. 1269, ch. 854, § 510; Sept. 28, 1977, D.C. Law 2- 23, § 3, 24 DCR 3342.)

### *HISTORICAL AND STATUTORY NOTES*

#### *Prior Codifications*

1981 Ed., § 45-508.

1973 Ed., § 45-308.

#### *Legislative History of Laws*

Law 2-23, the "Soil Erosion and Sedimentation Control Act of 1977," was introduced in Council and assigned Bill No. 2-81, which was referred to the Committee on Transportation and Environmental Affairs. The Bill was adopted on first and second readings on May 31, 1977 and June 14, 1977, respectively. Signed by the Mayor on July 11, 1977, it was assigned Act No. 2-54 and transmitted to both Houses of Congress for its review.

#### *Transfer of Functions*

The functions of the Department of Environmental Services were transferred to the Department of Public Works by Reorganization Plan No. 4 of 1983, effective March 1, 1984.

## **§ 42-609. WARRANTIES VOID AS TO HEIRS; LIFE TENANTS AND CERTAIN PARTIES NOT IN POSSESSION.**

All warranties which shall be made by any tenant for life, of any lands, tenements or hereditaments, the same descending or coming to any person in reversion or remainder, shall be void and of none effect, and likewise all collateral warranties, of any lands, tenements or hereditaments, by any ancestor, who has no estate of inheritance in possession in the same shall be void against the heir.

(4 Anne, ch. 16, § 21, 1705; Kilty Rep., 246; Alex. Br. Stat. 662; Comp. Stat., D.C., 496, § 33.)

*HISTORICAL AND STATUTORY NOTES*

*Prior Codifications*

1981 Ed., § 45-509.

1973 Ed., § 45-309.