

RETURN RECORDED DOCUMENTS TO:

QUITCLAIM DEED

THIS QUITCLAIM DEED, dated _____, is made between

_____ (“Grantor”), of the County of _____ and State of COLORADO;

AND

_____ (“Grantee”), of the County of _____ and State of COLORADO;
whose legal address is _____.

WITNESS, that Grantor, for and in consideration of TEN DOLLARS AND 00/100 (U.S. \$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold and QUITCLAIMED, and by these presents does remise, release, sell and QUITCLAIM, unto Grantee, _____**, and the heirs and assigns of Grantee forever, all the right, title, interest, claim and demand which Grantor has in and to the real property, together with the fixtures and improvements located thereon, if any, situate, lying and being in the County of _____ and State of COLORADO, described as follows:

SEE ATTACHED EXHIBIT "A"

ALSO KNOWN AS: _____

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, all the estate, right, title, interest and claim whatsoever of Grantor, either in law or equity, to the only proper use, benefit and behoof of Grantee, and the heirs and assigns of Grantee forever.

EXECUTED AND DELIVERED by Grantor on the date first set forth above.

STATE OF _____ }
COUNTY OF _____ } ss.

THE FOREGOING INSTRUMENT was acknowledged before me on _____ by _____.

My Commission Expires:

Notary Public

** If tenancy is unspecified, the legal presumption shall be tenants in common (C.R.S. 38-31-101).

QUITCLAIM DEED USE AGREEMENT

As a condition of, and in consideration of the use of the quitclaim deed form on the Unified Title Company website, the user **acknowledges, understands and agrees** as follows:

1. The attendant risks of preparing, signing and recording the quitclaim deed are wholly and completely assumed by the user. Risks include, but are not limited to, the following:
 - The actual, record owner of the subject property may differ from the deed grantor by virtue of a defect or gap in the chain of title; and as a consequence, the deed may not transfer good and marketable title to the grantee.
 - The deed may be prepared with an incomplete or incorrect legal description of the subject property; and as a consequence, it may not transfer good and marketable title of the intended property, or it may transfer good and marketable title of a property not intended to be transferred.
 - Scrivener errors such as an incomplete granting or acknowledgement clause may cause the deed to be deficient; and as a consequence, the transfer of title may be ineffective, or remedial action may be required at a later date to perfect the transfer.
 - Debt obligations of the grantor, secured by consensual or non-consensual liens recorded against or attaching to the subject property during the grantor's period of ownership, could be accelerated (e.g., a deed of trust may include a "due on sale" clause) or foreclosed.
 - A previously recorded and unsatisfied judgment against the grantee would attach to the subject property upon recording of the quitclaim deed.
 - A transfer of ownership may adversely affect the right or ability of the grantee to advance a claim or claims under any owner's policy of title insurance.
 - The choice of tenancy may affect the rights and interests of the grantee's heirs, successors or assigns.
 - By signing and recording a quitclaim deed, the grantor may be giving up all right, title and interest in and to the subject property.
2. The user will indemnify and hold Unified Title Company harmless from any and all loss, cost, damage or liability, including reasonable attorney's fees, arising from, or as a result of, the preparation, signing and recording of the quitclaim deed.