Deed to transfer title for the grantor’s life only

1. A Deed that conveys a life estate may be used when a grantor desires to convey property to a grantee for the duration of the grantee's life, after which the property will revert to the remainderman specified in the Deed.

2. The form that follows illustrates the language used to create the life estate.

3. All Deeds and other real estate documents filed in the county clerk's office should contain the grantee and grantor's address.

Form: Life estate deed

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

LIFE ESTATE DEED

Date:

Grantor's Mailing Address
[Include the county]:

Grantee's Mailing Address
[Include the county]:

I, [name of grantor], ("Grantor"), for and in consideration paid to me by [name of grantee], ("Grantee") and for other good and valuable consideration paid to me by Grantee, the receipt and sufficiency of which is hereby acknowledged, have granted, sold, and conveyed, and by this instrument do hereby grant, sell, and convey to [name of grantee], all of that certain parcel of real estate lying in [Name of County] County, Texas, and described in Exhibit "A" attached to this instrument and made a part hereof for all purposes, except, however, that the Grantor reserves a life estate in and to the property for the use and benefit of [name of life tenant].

It is expressly agreed that [name of life tenant] shall have, for [himself or herself] and for [his or her] assigns, the full ownership, possession, use, and benefit of the premises described above, as well as the rents, revenues, and profits generated by the premises, for and during the term of [his or her] natural life.

On the expiration of [his or her] natural life, the real property described above, including ownership, benefit, use, rents, revenues, and profits, shall revert to [name of grantee/remainderman].
Grantor grants the property to have and to hold, together with all and singular the rights and appurtenances to the property, to [name of grantee/remainderman], [his or her] heirs, personal representatives, successors and assigns forever, and Grantor does hereby bind [himself or herself], [his or her] heirs, personal representatives, successors, and assigns, to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, personal representatives, successors, and assigns, against every person lawfully claiming or to claim the same, or any part thereof.

It is expressly agreed and acknowledged that this conveyance is made subject to any and all valid and subsisting restrictions, easements, rights of way, reservations, maintenance charges, together with any Liens securing the maintenance charges, zoning laws, ordinances of municipal or other governmental agencies or authorities, and conditions and covenants, if any, applicable to and enforceable against the above described property, as shown by the records of the County Clerk of [Name of County].

Signed on ______________________

________________________
Grantor

Prepared by: [Name and address of law firm]

State of Texas
County of ____________

After recording return to: [Name and address of title company or law firm]

This instrument was acknowledged before me on ____________________ by _______________________________________.

______________________________________
Notary Public, State of Texas
Notary's typed or printed name
My commission expires: __________________

[or Notary's Stamp]

LegalFormsForTexas.Com
The following provision should be considered as an additional term in a Deed when the attorney represents the Grantor. The provision limits the Grantor's liability concerning any warranties about the property’s condition. Failure to include this provision could subject the Grantor to liability if the Grantee is not satisfied with the property’s condition.

The following provision may be added at the end of each of the Deeds contained in this chapter.

Form:

Grantor makes no warranty, express or implied, concerning the property’s condition, need of repair, existence or absence of any defects, visible, hidden, latent or otherwise. Grantor hereby disclaims any and all warranties, express or implied concerning the property’s workmanship, there are no implied warranties of any kind, including but not limited to warranties of merchantability or fitness for a particular purpose. Grantor delivers the property to the Grantee “as is” and “with all faults.”