

Real Estate Document Types

This is a list of some of the most common document types we see filed in our office.

- **Warranty Deed**- a deed in which grantor warrants good clear title. A deed which explicitly contains covenants concerning the quality of title it conveys.
- **Quitclaim Deed**- a deed of conveyance operating by way of release; this is, intended to pass any title, interest, or claim which the grantor may have in the premises, but not professing that such title is valid, nor containing any warranty or covenants for title.
- **Foreclosure Sale**- A sale of mortgaged property to obtain satisfaction of the mortgage out of the proceeds, whether authorized by a decree of the court or by a power of sale contained in the mortgage. NOTE- In Georgia a security deed is foreclosed, not a mortgage and the document type recorded is a Deed Under Power sometimes called a foreclosure Deed.
- **Security Deed**- A written instrument that secures real property for payment of a loan.
- **Power of Attorney**- An instrument in writing whereby one person, as principal, appoints another as his agent and confers authority to perform certain specified acts or kinds of acts on behalf of principal
- **Plat** – A map of a specified land area such as a town, section or subdivision, showing the location and boundaries of individual parcels of land subdivided into lots, with streets, alleys, easements, etc, usually drawn to scale
- **Easement**- A right of use over the property of another
- **FiFa** – Fieri Facias (Latin) means that you “cause (it) to be done” Judicial writ directing sheriff to satisfy a judgment from the debtor’s property. NOTE-A FiFa is a lien against all real property owned by the debtor in the county where the FiFa is recorded.
- **Materialman’s Lien** – By statute in most states, a person who furnishes material for the construction, improvement, or alteration of a building or other structure has a priority for payment of his claim based on his lien as a supplier of such materials. NOTE: in Georgia, A claim of lien expires and is void 395 days from the date of filing of the claim of lien if no notice of commencement of lien action is filed in that period.