

Trusts - Simplifying the Approach to Closing

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Trusts-Simplifying the Approach to Closing

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Assembly 2026

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 - A. Highlight types of trusts
 - B. Focus on relevant statutes
 - C. Focus on the simple path

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 - B. Types of Trusts
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 - d) Incomplete gift
 - e) §689.073 does not make it a Land Trust
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 - c) Cannot have a good land trust without 689.073 powers in deed, but inclusion of the powers doesn't make a 736 trust a Land trust.

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A. Analyze the Deed

1. Names

- a) Trustee name same as name of trust
- b) Name of trust is an address or similar reference
- c) Irrevocable is in the trust name

2. Powers

- a) Contained in the deed
- b) Found in the trust

3. Waivers

- a) Homestead waiver by deed
- b) Pre- or post-nuptial agreement

B. Request Certification of Trust with Excerpts

1. Confirm proper succession

- a) Resignations
- b) Acceptance
- c) Proof of incapacity

2. Confirm proper power

- a) A distribution is not a sale
- b) After settlor's death, powers may change

C. Power to sell isn't power to sell on terms

D. Record Certification

- 1. with excerpts if no objection
- 2. without excerpts if confidentiality or expense triggered objection

VI. Quick Reference Tool

A. Explained

B. Demonstrated

VII. Conclusion

TRUSTS: SIMPLIFYING THE PATH TO CLOSING

This educational program is intended to provide Florida real estate attorneys, title agents, and closing professionals with a practical, statute-based framework for efficiently handling real estate transactions involving trust assets. Consistent with Old Republic Title's underwriting approach, the focus is on reliance upon recorded instruments and specific Florida statutes that permit arm's-length transactions to close without unnecessary inquiry into trust terms, while identifying limited circumstances that warrant consultation with Underwriting Counsel.

INTRODUCTION

Trusts appear frequently in Florida real estate practice and may take many forms, including revocable trusts, irrevocable trusts, land trusts, qualified plan trusts, charitable trusts, and business trusts. Their presence does not automatically complicate a closing. Florida's statutory framework is intentionally designed to preserve confidentiality of trust agreements while promoting marketability of title. When understood and applied correctly, these statutes allow most trust-related transactions to proceed efficiently to closing.

FRIENDLY STATUTES THAT SUPPORT EFFICIENT CLOSINGS

Chapter 736, Florida Statutes, governs most revocable and irrevocable trusts. A trust is revocable unless expressly stated otherwise. Chapter 736 trusts may utilize the powers set forth in section 689.073, Florida Statutes, without becoming land trusts. Typical revocable inter vivos grantor trusts are incomplete gifts and are treated as the alter ego of the settlor, which creates a rebuttable presumption of merger of title when the settlor and trustee are the same person.

Land trusts are governed by section 689.071, Florida Statutes. They are creatures of statute, and the inclusion of section 689.073 powers in the vesting deed is essential. In land trusts, merger of title is eliminated by statute.

Section 689.073, Florida Statutes ("Powers in the Deed"), is foundational. When a recorded instrument grants the trustee the statutory powers to sell, convey, encumber, or otherwise manage the property, there is no duty to inquire into the identity of beneficiaries, the adequacy of consideration, the authority granted by any unrecorded trust agreement, or the disposition of proceeds. The statute provides express third-party reliance, enabling bona fide purchasers for value to take title free and clear of beneficiary claims.

Section 689.072, Florida Statutes, governs qualified plans and provides that trustees or custodians of retirement plans may convey real property without joinder of the participant and without inquiry into plan documents, provided the deed is properly prepared.

Section 736.1017, Florida Statutes, authorizes reliance on Certifications of Trust. Title agents may rely on a properly executed certification and are not required to obtain or review the trust agreement. Agents are not required to prepare certifications themselves. Attorneys with attorney-client duties may have responsibilities beyond the basic insuring requirements.

RECOGNIZING THE TYPE OF TRUST FROM THE VESTING DEED

The analysis begins with the four corners of the vesting deed. In the case of an inter vivos revocable trust, if the trustee name matches the name of the trust there is a rebuttable presumption that the person named is the settlor and sole beneficiary until testamentary provisions are triggered. In such cases, merger of title is presumed, requiring individual joinder on deeds out of the trustee. If the property is homestead and the trustee is married, spousal joinder is also required. All deeds out of a natural person, even only in the capacity of trustee, must reflect either that the trustee is unmarried or the Land is not homestead.

Where section 689.073 powers appear in the deed, no inquiry is required so long as the acting trustee is acting within the limits of the stated powers. If the successor trustee is named in the vesting deed, for insuring purposes the closing file should be documented with confirmation that the originally vested trustee has resigned or become incapacitated. If the original trustee was the settlor and the settlor is deceased, another line of questioning is triggered. If a trustee who is not identified in the vesting deed is acting, a Certification of Trust must be recorded to support that trustee's authority and a prudent practitioner may request excerpts from the trust agreement that support the credibility of the certification.

Irrevocable trusts settled as irrevocable from inception are completed gifts and do not trigger the same homestead issues as revocable trusts. These trusts are often used for special needs planning, asset protection, or tax planning. Section 732.4017, Florida Statutes, confirms that a lifetime transfer to an irrevocable trust is not a devise upon death. Depending on circumstances, individual or spousal joinder may be avoided through appropriate deed language confirming non-homestead status.

Land trusts are governed exclusively by statute; a land trust is arguably not properly created if the powers of the trustee do not appear in the deed. Because merger of title is eliminated by statute, individual joinder of the trustee and

spousal joinder are not required unless the Land is the trustee's homestead. A beneficiary of the trust may benefit from homestead tax exemption; if the exemption applies but the trustee who holds legal title is domiciled elsewhere non-homestead language may appear in the deed to eliminate those joinders. Certifications of trust are generally not required for land trust transactions, though proof of succession may be necessary under section 689.071(9).

Qualified plan trusts require strict compliance with section 689.072. When the deed properly identifies the custodian or trustee and the plan beneficiary, the trustee's authority to convey may be relied upon without further inquiry.

Charitable trusts are governed by Chapter 736. Often, they hold only a remainder interest. During the life tenant's lifetime, trust requirements may not be triggered. After the life tenant's death, reliance again centers on section 689.073 powers and certifications of trust.

WHAT MAY LOOK LIKE A TRUST, BUT IS NOT

Business trusts, such as Delaware Statutory Trusts, may hold title as entities where authorized by the law of their jurisdiction of formation. Florida common-law trusts formed under Chapter 609 are not legal entities capable of holding title.

A deed to an individual identified simply as "Trustee," without named beneficiaries or statutory powers, is governed by section 689.07, Florida Statutes, and vests title in the individual personally. In such cases, insuring requires only a deed from the individual, with spousal joinder if applicable.

HOMESTEAD CONSIDERATIONS

Transfer of homestead into a revocable trust does not eliminate homestead protections. The Florida Constitution's restraint on devise cannot be circumvented indirectly. The *Aronson v. Aronson* decision confirmed that invalid testamentary trust provisions result in property passing by intestacy. For underwriting purposes, Old Republic Title may permit reliance on an affidavit of heirs and deeds from heirs and the successor trustee in lieu of probate (the "Aronson workaround"). Note, however, that the county property appraiser's practices must be contemplated; the probate may be required to update parcel ownership and grant the new owner's homestead exemption.

Certain circumstances permit reliance solely on a trustee's deed, including where the Land is not the deceased settlor's homestead, where the settlor was not survived by a spouse or minor child, or where the surviving spouse receives the homestead in fee simple, and potentially where there is a valid spousal waiver of

the homestead restraint. In the case of a jointly settled trust, if the surviving settlor retains the power to revoke the trust, ORT may agree to forego the deed from heirs.

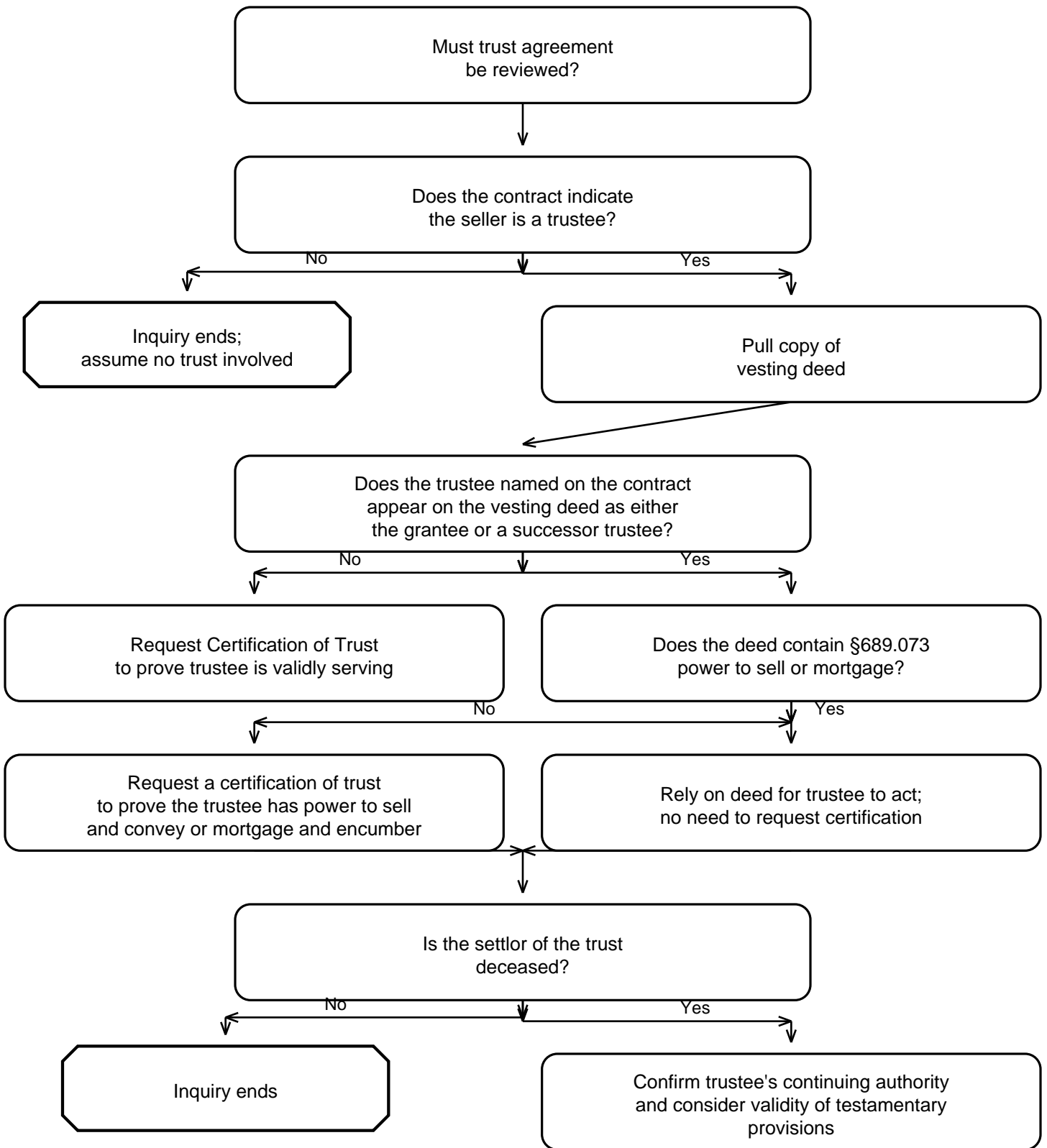
Irrevocable trusts and Qualified Personal Residence Trusts require separate analysis. Where a QPRT term has not expired and the settlor dies, intestacy and restraint on devise must be evaluated.

KEY TAKEAWAYS FOR CLOSING PROFESSIONALS

Florida's statutory structure strongly supports reliance on recorded instruments and limits the need to request trust agreements. Trusts are designed in part to preserve confidentiality, and the statutes intentionally facilitate non-disclosure. Old Republic Title authorizes agents to rely on this statutory framework when insuring arm's-length transactions, consulting Underwriting Counsel when facts fall outside these baseline requirements.

CONCLUSION

The guiding principle is simple: rely on friendly statutes and keep the path to closing as straight as possible. Trust-related transactions should be approached through statutory presumptions, disciplined deed analysis, and strategic use of Certifications of Trust, allowing most transactions to close efficiently while managing risk appropriately.





Trusts: Simplifying the Approach to Closing

Rebecca Wood

Senior Underwriting Counsel

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Plan and Purpose



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Program plan

- Highlight types of trust practitioners might encounter
- Touch on homestead considerations
- Emphasize reliance on statutes
- Emphasize making things easy on issuing agents
- Mention some things where calling Underwriting helps most
- Work through some examples



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Program Purpose

- Educate title agents on the rebuttable presumptions about trusts that can be made from the content of a deed
- Empower title agents to rely on helpful Florida statutes to minimize incidents of examining trust agreements
- Provide a tool for title agents to use when considering a deed before they accept receipt of or ask for a copy of a trust
- The focus is on the bare bones insuring requirements; attorneys providing legal counsel have duties beyond the scope



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Setting the Foundation



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Intervivos Trusts Generally

- Presume irrevocability
- 689.073 powers in deed does not convert one to a Land Trust
- Incomplete gifts
- Alter ego of settlor
- Merger of title is a presumption requiring individual joinder
- Homestead requires individual joinder



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Land Trusts Generally

- Requires strict compliance with Sec. 689.071, F.S.
- Failure to include Sec. 689.073 powers in deed is problematic
- Merger of title is eliminated by statute
- Homestead requires individual joinder



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Powers in Deed

- Sec. 689.071, F.S.
- Similar language
- Avoids duty to inquire
 - in arm's length transactions
 - When transaction fits within those powers
- Applies to Land Trusts and to Inter vivos Trusts



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Qualified Plans

- Requires strict compliance with Sec. 689.072, F.S.
- Deed preparation must conform: (trustee name), as custodian or trustee of the (name of plan) for the benefit of (name of beneficiary)
- Deed is not required to reflect Trustee powers
- No need to inquire into terms of the plan
- Do need to confirm authority of the person signing for the entity if an entity is the named custodian or trustee.



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Certifications of Trust

- Title agent may accept a certification of trust
- While prudent to request excerpt from the trust to support the certification, absence of excerpts is not fatal to insurability
- Agent cannot prepare the certification without inquiry into terms of trust
- Non-attorney title agents should consider limitations of authority to avoid UPL
- Best practice: rather than request a copy of the trust; request trust certification with excerpts.



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Homestead Considerations

- Sec. 732.4017, F.S., applies to irrevocable trusts only; not a devise upon death of settlor
 - Does not apply to a trust that became irrevocable upon the death of the settlor
 - Does not apply to a QPRT



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Homestead Considerations

- Sec. 732.7025, F.S., spousal waiver of restraint on devise of homestead
 - Does not affect restraint applicable when settlor survived by minor child
 - Does not affect requirement for spousal joinder during life
 - Does not affect creditor protections



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Four Corners of Deed

Recognizing type

Presumptive requirements



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Inter Vivos Revocable Trusts

- Estate planning
- Initially the settlor is typically the trustee and only beneficiary
- If created after 7/1/2007 – revocable unless states irrevocable
- Transfer to Revocable Trust = Incomplete gift



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Prepared by and Return to:
Alan Aronow, Esq.
1 Erickson Ave
Palm Beach, FL 33418

CPN 2073134875
OR BR 8765 PG 1776

GENERAL WARRANTY DEED

THIS GENERAL WARRANTY DEED, made this 1st day of February, 2026, by and between:

Grantor: **Tom Taylor, joined by his spouse Wilma Taylor**, whose post office address is: 1234 SW 2nd Street, Inglis FL, and

Grantee: **Tom Taylor, Trustee of the Tom Taylor Rev. Trust u/a/d December 27, 2025**, whose post office address is: 718 NE 9th Ave, Gainesville, FL

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situated in Alachua County, Florida, described as follows:

Lot 1, Block 10, Countryside, as per the plat recorded in Plat Book 8, page 2, Public Records of Alachua County, Florida.

When the trustee named as grantor ceases to serve, the successor trustee shall be Deborah Taylor. The trustee and every successor trustee has the power and authority to protect, to conserve, to sell, to lease, to encumber, or otherwise to manage and dispose of the real property.

By executing or joining this deed, I intend to waive homestead rights that would otherwise prevent my spouse from devising the homestead property described in this deed to someone other than me.

TOGETHER WITH all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD...



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Irrevocable Trusts

- Often created for person with special needs
- The settlor is typically not a beneficiary
- Transfer to Irrevocable Trust = completed gift
- Sec. 732.4017, F.S., specifically applies



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GENERAL WARRANTY DEED

THIS GENERAL WARRANTY DEED, made this 1st day of February, 2026, by and between:

Grantor: **Tom Taylor, joined by his spouse Wilma Taylor**, whose post office address is: 1234 SW 2nd Street, Inglis FL,
and

Grantee: **Tom Taylor, Trustee of the Deborah Taylor Irrevocable Trust u/a/d June 20, 1966**, whose
post office address is: 718 NE 9th Ave, Gainesville, FL

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situated in Alachua County, Florida, described as follows:

Lot 1, Block 10, Countryside, as per the plat recorded in Plat Book 8, page 2, Public Records of Alachua County, Florida.

When the trustee named as grantor ceases to serve, the successor trustee shall be US Bank, NA. The trustee and every successor trustee has the power and authority to protect, to conserve, to sell, to lease, to encumber, or otherwise to manage and dispose of the real property.

TOGETHER WITH all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.



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Land Trusts

- Creature of Statute – Sec. 689.071, F.S.
- A Land Trust results when title to Real Property vests in a Trustee by recorded instrument conferring power prescribed in Sec. 689.073(1)
- Trustees powers must be limited to those in the statute (on or after 6/28/2013)
- Absence of powers in the deed causes the statutory framework to fail.
- A beneficiary can have homestead
- Merger of title is eliminated by statute.



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Prepared by and Return to:
Alan Attorney, Esq.
1 Brickell Ave
Palm Beach, FL 31418

CFN 2073134875
OR.BK.8765 PG.1776

GENERAL WARRANTY DEED

THIS GENERAL WARRANTY DEED, made this 1st day of February, 2026, by and between:

Grantor: Zemarylis, LLC, a Florida limited liability company, whose post office address is: 1234 SW 2nd Street, Inglis FL,
and

Grantee: Tom Taylor, Trustee of the 718 NE 9th Ave Trust u/a/d February 1, 2026, whose post office address is: 718 NE 9th Ave, Gainesville, FL

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situated in Alachua County, Florida, described as follows:

Lot 1, Block 10, Countryside, as per the plat recorded in Plat Book 8, page 2, Public Records of Alachua County, Florida.

The validly serving trustee has the power and authority to protect, to conserve, to sell, to lease, to encumber, or otherwise to manage and dispose of the real property.

TOGETHER WITH all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.



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Qualified Plans

- Sec. 689.072, F.S., enacted 7/1/2006
- Retroactive effect provided by Sec. 694.17, F.S.
- Trustee/Custodian has authority to: protect, conserve, sell, lease, encumber, manage, and dispose of real property.
- No joinder of the IRA or plan participant is required,
- No powers required to appear in deed
- Strict compliance with Section 689.072, F.S. is required to avoid further inquiry



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Prepared by and Return to:
Alan Aronson, Esq.
1 Bickel Ave
Palm Beach, FL 33418

CFN 2073134875
OR BK 8765 PG 1776

GENERAL WARRANTY DEED

THIS GENERAL WARRANTY DEED, made this 1st day of February, 2026, by and between:

Grantor: **Zemarylis, LLC, a Florida limited liability company**,
whose post office address is: 1234 SW 2nd Street, Inglis FL,
and

Grantee: **J.P. Morgan Securities LLC, as trustee of the Acme Employee Pension Plan for the benefit of Sam Amos**, whose post office address is: 718 NE 9th Ave, Gainesville, FL

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situated in Alachua County, Florida, described as follows:

Lot 1, Block 10, Countryside, as per the plat recorded in Plat Book 8, page 2, Public Records of Alachua County, Florida.

The validly serving trustee has the power and authority to protect, to conserve, to sell, to lease, to encumber, or otherwise to manage and dispose of the real property.

TOGETHER WITH all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.



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Charitable Trusts

- Governed by Ch. 736, F.S.
- Often called “Charitable Remainder Trust”
- If Life Tenant has power to convey – no trust requirements



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GENERAL WARRANTY DEED

THIS GENERAL WARRANTY DEED, made this 1st day of February, 2026, by and between:

Grantor: **Grace Miranda, unmarried,**
whose post office address is: 1234 SW 2nd Street, Inglis FL,
and

Grantee: **Grace Miranda, unmarried, for the term of her life with the power to sell and convey without joinder of the remainderman, including the right to retain the proceeds without liability for waste, and remainder to The Then lidly Serving Trustee of the Alachua County Humane Society Trust dated 1/4/1996,** whose post office address is: 718 NE 9th Ave, Gainesville, FL

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situated in Alachua County, Florida, described as follows:

Lot 1, Block 10, Countryside, as per the plat recorded in Plat Book 8, page 2, Public Records of Alachua County, Florida.

TOGETHER WITH all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining



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Is it actually a Trust?

- Business Trusts
- Deeds governed by Sec. 689.07, F.S.



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Business Trusts

Prepared by and Return to:
Alan Attorney, Esq.
1 Brickel Ave
Palm Beach, FL 31418

CFN 2073134875
OR BK 8765 PG 1776

GENERAL WARRANTY DEED

THIS GENERAL WARRANTY DEED, made this 1st day of February, 2026, by and between:

Grantor: **Grace Miranda, unmarried,**
whose post office address is: 1234 SW 2nd Street, Inglis FL,
and

Grantee: **Alexander Pointe Apartments DST,** whose post office address is: 643 Wealth Road, Dover, DE 19901

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situated in Alachua County, Florida, described as follows:

Lot 1, Block 10, Countryside, as per the plat recorded in Plat Book 8, page 2, Public Records of Alachua County, Florida.

TOGETHER WITH all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

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689.07

Prepared by and Return to:
Alan Attorney, Esq.
1 Brickel Ave
Palm Beach, FL 31418

CFN 2073134875
OR BK 8765 PG 1776

GENERAL WARRANTY DEED

THIS GENERAL WARRANTY DEED, made this 1st day of February, 2026, by and between:

Grantor: **John Smith, unmarried,**
whose post office address is: 1234 SW 2nd Street, Inglis FL,
and

Grantee: **Joshua Kalen, Trustee,** whose post office address is: 18 Wood Road, Alachua FL 32615

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situated in Alachua County, Florida, described as follows:

Lot 1, Block 10, Countryside, as per the plat recorded in Plat Book 8, page 2, Public Records of Alachua County, Florida.

TOGETHER WITH all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

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Homestead Considerations



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Foundations

- Property is residential; settlor lived there at the time of death and buyer is planning to live there.
- The title examiner has been informed that the settlor died, survived by a spouse, but no minor child
- None of the deeds include 732.7025 waiver by deed language



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Revocable Trusts – Aronson

- Absent reason to believe settlor died, no requirement to ask
- Settlor's death triggers contemplation of constitutional restraint on devise
 - Is Land homestead? If no – all clear; If yes – ask more
 - Was settlor survived by minor child? If no – ask more; if yes - require deed from heirs in addition to deed from trustee
 - Was Settlor survived by spouse (only reach this question if not survived by minor child)? If no –all clear; if yes – ask more
 - Does the trust devise homestead to spouse in fee? If no – restraint violated; consider options; if yes - no violation of restraint; Trustee can deed out



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Aronson workaround

- Aronson held that property fell out of trust and descended by intestacy requiring probate of settlor's estate
- ORT will insure without requiring probate on the condition that there is no doubt as to identity of heirs who all sign one deed, and the trustee also deeds out
- NOTE: Trustee deeding out because not doing probate
- NOTE: The identity of heirs can be established by affidavit
- NOTE: heirs all sign one deed describing them as “being all of the heirs of ____, deceased.” by affidavit (in the absence of doubt)



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Caveats to Aronson Workaround

- Affidavit of heirs is not required to be recorded
- Local property appraiser must be considered in every insuring solution



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Aronson workaround does not apply if:

- The decedent was the only settlor of the trust and was not survived by a spouse or a minor child.
- The decedent was the only settlor of the trust, was not survived by a minor child, and upon the settlor's death, the homestead is distributed to the surviving spouse in fee simple absolute.
- The decedent was the only settlor of the trust, was not survived by a minor child, and the surviving spouse executed a homestead waiver that has been judicially determined to be a valid homestead waiver (see caveat).
- The decedent was a settlor of a joint trust, was not survived by a minor child, and the surviving spouse is also a settlor who retains the power to revoke or amend the trust.
- Effective July 1, 2018, if the surviving spouse has waived homestead rights related to the restraint on devise, in compliance with Sec. 732.7025, F.S., and there is no minor child surviving the decedent.



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Defaulting to Aronson workaround explained

- **Constitutional restraint applies even to trust property**
- **Sec. 732.401, F.S. provides that homestead vests in intestate heirs at moment of death**
- **Generally even in probate identity of heirs is established by affidavit**
- **The decedent was the only settlor of the trust and was not survived by a spouse or a minor child.**
- **NOTE: names of intestate heirs must be searched; any liens cleared**
- **NOTE: only available in arm's length transactions**



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Irrevocable Trusts – not a devise per §732.4017, F.S.

- Refers to trusts settled as irrevocable
- Does not include those that became irrevocable on death of settlor
- Does not include a QPRT
- Sec. 732.4017, F.S. establishes that the completed transfer during life is not a devise



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Qualified Personal Residence Trust (QPRT)

- Irrevocable Trust but not a completed gift
- May rely on four corners of deed
- If vested trustee not acting within powers in deed inquiry required.
 - Did settlor die
 - Did settlor survive term
 - Consider homestead restraint on devise



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Recap



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Friendly Florida Statute Sections

- Land Trusts – §689.071
- Powers in the Deed – §689.073
- Qualified Plans - §689.072
- Certifications of Trusts - §736.1017
- Homestead in Trust - §732.4017
- Waiver by Deed - §732.7025



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Conclusion



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Rebuttable Presumptions

- If trustee name matches name of trust that person is the settlor
- Unless described as “irrevocable” can presume “revocable”
- Land Trusts not typically named for a person
- Revocable trusts are incomplete gifts
- Irrevocable trusts are completed gifts
- Merger of Title when trust is named for trustee
- No merger of title when trust is named for Land



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Takeaways

- Rely on four corners of deed
- Rely on friendly statutes
- Gift: quick reference tool
- Reminder Underwriting is here to help keep path to closing simple
- Examples



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