



Trusts: Simplifying the Approach to Closing

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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 Atorney, 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: **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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Alan Attorney, Esq.
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Palm Beach, FL 33418

CEN 2073134873
CR BK 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 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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 Alan Attorney, Esq.
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 Palm Beach, FL 31418

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 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 anyway 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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 Alan Attorney, Esq.
 1 Brickel Ave
 Palm Beach, FL 31418

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 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: **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

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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



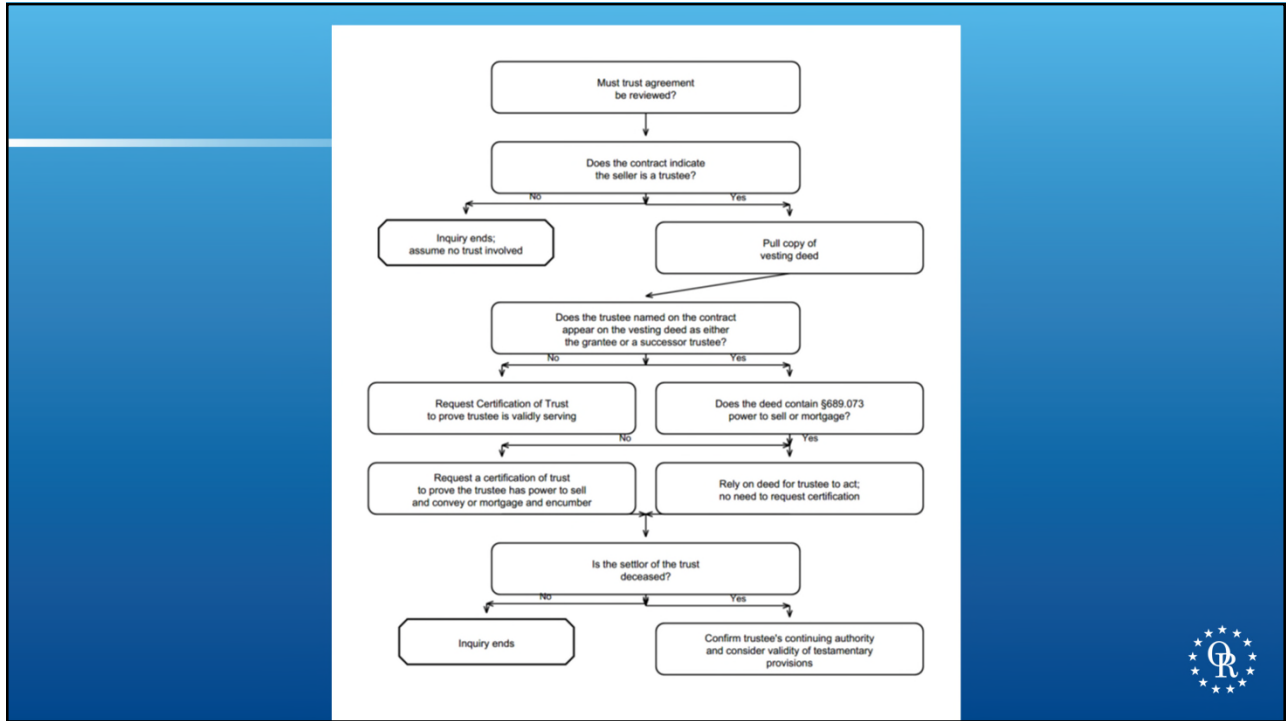
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Takeaways

- 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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