

4. **Have any of the current owners listed in item #3 above lived at this property as their primary place of residence while married?** (Select One)

_____ YES, who? _____

_____ None of the Owners listed in item #3 above have lived here while married.

5. **Select the Reason for Transfer Below:** (select ONE of the Following Options)

_____ **Lady Bird** - A "Lady Bird" deed is a nickname for an enhanced life estate deed. It is named after Lady Bird Johnson, because allegedly President Johnson once used this type of deed to convey some land to Lady Bird. An enhanced life estate deed is a variation of a quitclaim deed that currently enables an individual to retain their homestead creditor and tax exemption, have the home be exempt from Medicaid claims during their lifetime, while at the same time enable named persons to receive the home upon death, free of Medicaid claims and liens. It is a specially designed instrument that is only available in a few states, including Florida. Generally, it works like a traditional Life Estate Deed, and there is often no capital gains tax if the property is sold shortly after your death. It goes beyond a life estate deed, because not only does the life tenant get to live there for life, that former owner also reserves more than just a life estate. Also reserved are the rights to sell, commit waste, and almost everything else, except the transfer on death to the "remainderman". Source: US LEGAL; <https://definitions.uslegal.com/1/lady-bird-deed/>

_____ **Rights of Survivorship** – When jointly owned property includes a right of survivorship, the surviving owner automatically absorbs a dying owner's share of the property. Thus if A and B jointly own a house with a right of survivorship, and B dies, A becomes the sole owner of the house, despite any contrary intent in B's will. Source: LEGAL INFORMATION INSTITUTE wex: property & real estate law definitions https://www.law.cornell.edu/wex/right_of_survivorship.

_____ **Tenants in common (TIC)** – A TIC typically has no right of survivorship. This means that if A and B are tenants in common of Blackacre, and A dies, A's share does not go to B. Rather, A's share goes to the party selected in A's will.

In a TIC, the shares in the property may be of unequal size, and can be freely transferred to other owners both during the owner's lifetime and via a will. Even if owners own unequal shares, all owners still have the right to occupy and use all of the property.

For example, if A and B own a house as tenants in common, and A owns 1/3 of the house and B owns 2/3, they both have the right to occupy the entire property. Further, if B sells his 2/3 share of the home to C, A still retains his 1/3 share in the house.

_____ **Other not listed above (ie: selling/gifting/misc)-list reason:** _____

6. List how the Name and Marital Status or Upon Death (as applicable) of each person/entity are to appear on the NEW deed:

| <u>Name(s)</u> | <u>List Current Marital Status or ONLY Upon Death</u> |
|----------------|---|
| | |
| | |
| | |

7. List the name and mailing address you want legal documents/notices for this property to be sent to:

Name

Address City State Zip Code

RELEASE OF LIABILITY

I have been informed by the Staff of Express L C L Services, Inc. d/b/a Express NonLawyer that:

- (1) They ARE NOT ATTORNEYS, & they CANNOT GIVE LEGAL ADVICE.
- (2) They are only assisting me in the proper preparation of these documents so that I can represent myself in this matter without an attorney.
- (3) They have further informed me that legal representation by an attorney would advise me of all legal rights that I may have arising out of this action.
- (4) The legal documents prepared by Express L C L Services, Inc. d/b/a Express NonLawyer, have been prepared in accordance with the information provided by me in my desire to represent myself in this transaction.

I declare:

- (1) That the information provided by me is true and complete to the best of my knowledge and belief;
- (2) That I agree to review all documents prepared and my signature is acknowledgment of my approval of all documents;
- (3) That I hereby release Express L C L Services, Inc. d/b/a Express NonLawyer, from any liability arising out of the services performed for me by them as the result of my failure to provide the information requested or to thoroughly review all documents. I further declare that I am signing this document without undue influence, threat or pressure from any person or entity involved in the outcome of this transaction.
- (4) I understand that any and all payments made to Express L C L Services, Inc. d/b/a Express NonLawyer, for the preparation of any documents are non-refundable and that I have been informed that I must pick up my documents within 90 days of completion or the documents may be destroyed and/or I may incur additional fees as determined applicable by the Staff of Express L C L Services, Inc. d/b/a Express NonLawyer.

Date: _____ Signature: _____