MCCRACKEN
LAND SERVICES

Deed Types

What each deed conveys and what it warrants

It is the warranty that matters

Deeds differ less in what they can convey than in what the grantor promises about the title. That promise, the warranty, decides who bears the loss if the title turns out to be flawed, and it is what drives rules like Duhig (see the Duhig Rule reference).

Deed	What it conveys	What the grantor warrants
General warranty deed	Whatever the deed describes	Title against all defects, including those arising before the grantor owned it. The strongest warranty.
Special (limited) warranty deed	Whatever the deed describes	Only against defects arising during the grantor's ownership, not before. Common from entities and fiduciaries.
Deed without warranty	Whatever the deed describes	Nothing as to title, but it does convey the described interest. More than a quitclaim, less than a warranty.
Quitclaim deed	Only whatever interest the grantor happens to hold	Nothing. If the grantor owns nothing, the grantee gets nothing. A quitclaim breaks a Duhig analysis.
Mineral deed	The minerals, all or a fraction, with the bundle of rights unless limited	Depends on the form, so read it. Watch reservations and prior outstanding interests.
Royalty deed	A royalty interest only, no leasing power and no bonus	Read whether it is a fixed fraction of production or of royalty, and whether it is term or perpetual.
Correction (corrective) deed	Re-conveys to fix an error in a prior deed	Used to cure a scrivener's error, a wrong legal, or a mutual mistake; signed by the original parties.

Notes for title work

Topic	Note
Read the grant and the warranty separately	What is conveyed and what is warranted are different questions. A broad grant with a narrow warranty shifts risk to the grantee.
Quitclaims break estoppel	A quitclaim carries no warranty, so it does not estop the grantor and it does not trigger Duhig. Chase what the grantor actually owned.

Topic	Note
Mineral versus royalty deed	Confirm which one you are looking at. A royalty deed conveys no executive right and no bonus, only a production share.
Corrections need the right signatures	A correction deed generally needs the original grantor, and often the grantee, to sign. A one-sided “correction” that changes substance can itself be a defect.

This reference is prepared for use by landmen and title professionals as a working field tool. It is not legal advice and does not substitute for the advice of qualified oil and gas counsel. The law and the exact language of each instrument control, and both turn on the facts of the chain of title. Confirm any conclusion against the instrument and the current law, and refer complex or disputed matters to a licensed attorney in the state involved.