

BURK BAKER NATIONAL PRACTICE TEST (SAMPLE)

STUDY GUIDE



SAMPLE STUDY GUIDE WITH LIMITED QUESTIONS

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Introduction

Preparing for a certification exam can feel overwhelming, but with the right tools, it becomes an opportunity to build confidence, sharpen your skills, and move one step closer to your goals. At Examzify, we believe that effective exam preparation isn't just about memorization, it's about understanding the material, identifying knowledge gaps, and building the test-taking strategies that lead to success.

This guide was designed to help you do exactly that.

Whether you're preparing for a licensing exam, professional certification, or entry-level qualification, this book offers structured practice to reinforce key concepts. You'll find a wide range of multiple-choice questions, each followed by clear explanations to help you understand not just the right answer, but why it's correct.

The content in this guide is based on real-world exam objectives and aligned with the types of questions and topics commonly found on official tests. It's ideal for learners who want to:

- Practice answering questions under realistic conditions,
- Improve accuracy and speed,
- Review explanations to strengthen weak areas, and
- Approach the exam with greater confidence.

We recommend using this book not as a stand-alone study tool, but alongside other resources like flashcards, textbooks, or hands-on training. For best results, we recommend working through each question, reflecting on the explanation provided, and revisiting the topics that challenge you most.

Remember: successful test preparation isn't about getting every question right the first time, it's about learning from your mistakes and improving over time. Stay focused, trust the process, and know that every page you turn brings you closer to success.

Let's begin.

How to Use This Guide

This guide is designed to help you study more effectively and approach your exam with confidence. Whether you're reviewing for the first time or doing a final refresh, here's how to get the most out of your Examzify study guide:

1. Start with a Diagnostic Review

Skim through the questions to get a sense of what you know and what you need to focus on. Your goal is to identify knowledge gaps early.

2. Study in Short, Focused Sessions

Break your study time into manageable blocks (e.g. 30 – 45 minutes). Review a handful of questions, reflect on the explanations.

3. Learn from the Explanations

After answering a question, always read the explanation, even if you got it right. It reinforces key points, corrects misunderstandings, and teaches subtle distinctions between similar answers.

4. Track Your Progress

Use bookmarks or notes (if reading digitally) to mark difficult questions. Revisit these regularly and track improvements over time.

5. Simulate the Real Exam

Once you're comfortable, try taking a full set of questions without pausing. Set a timer and simulate test-day conditions to build confidence and time management skills.

6. Repeat and Review

Don't just study once, repetition builds retention. Re-attempt questions after a few days and revisit explanations to reinforce learning. Pair this guide with other Examzify tools like flashcards, and digital practice tests to strengthen your preparation across formats.

There's no single right way to study, but consistent, thoughtful effort always wins. Use this guide flexibly, adapt the tips above to fit your pace and learning style. You've got this!

Questions

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- 1. What does the power of sale clause permit?**
 - A. Foreclosure through court action is required
 - B. The property can be sold without going through court action of foreclosure
 - C. The borrower can reclaim the property after default
 - D. The lender can demand immediate payment in full
- 2. Which statement is true about undisclosed dual agency?**
 - A. It is illegal in many states.
 - B. It is encouraged to maximize commissions.
 - C. It requires disclosure to all parties after closing.
 - D. It is the same as disclosed dual agency.
- 3. Which term describes changes to an existing will by modifying its provisions?**
 - A. Formal will
 - B. Holographic will
 - C. Codicil
 - D. Mystic will
- 4. Which item is listed as a warning sign of trouble when dealing with clients?**
 - A. Providing advice instead of information
 - B. Scheduling showings without client consent
 - C. Asking for a commission split without authorization
 - D. Failing to disclose marketing data after the sale
- 5. If a seller wants to retain the right to sell the property themselves, which listing type best describes this arrangement?**
 - A. Exclusive Right to Sell
 - B. Open Listing
 - C. Exclusive Agency
 - D. Net Listing

- 6. In Louisiana terminology, which term is commonly used to designate the seller who conveys title in a real property transfer?**
- A. Grantor
 - B. Grantee
 - C. Vendee
 - D. Vendor
- 7. Protective zoning regulates the size and placement of buildings on their lots, population, density, and overall use of space.**
- A. Directive Zoning
 - B. Protective Zoning
 - C. Setbacks
 - D. Zoning Regulations
- 8. In a specific performance contract, what remedies are available if a party breaches?**
- A. Rescission
 - B. Damages
 - C. Specific performance
 - D. All of the above
- 9. The Civil Rights Act of 1964 addresses discrimination in which areas?**
- A. Discrimination in Voting Rights
 - B. Discrimination in Housing and Public Accommodations
 - C. Discrimination in Education and Employment
 - D. Voting Rights, Public Accommodations, Facilities, Education, and Equal Employment
- 10. Which instrument is commonly associated with non-judicial foreclosure due to a power of sale clause?**
- A. Deed in lieu of foreclosure
 - B. Mortgage
 - C. Deed of trust
 - D. Contract for deed

Answers

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1. B
2. A
3. C
4. A
5. C
6. D
7. B
8. D
9. C
10. C

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Explanations

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1. What does the power of sale clause permit?

- A. Foreclosure through court action is required
- B. The property can be sold without going through court action of foreclosure**
- C. The borrower can reclaim the property after default
- D. The lender can demand immediate payment in full

A power of sale clause lets the lender foreclose without going through the courts. When a borrower defaults, the lender can have a trustee or similar agent sell the property in a public sale after the required notices, rather than filing a lawsuit to obtain a court-ordered foreclosure. This nonjudicial process typically happens faster and with lower costs than judicial foreclosure. So the correct idea is that the property can be sold without court action to foreclose. The other options describe actions that involve court proceedings or different remedies not inherent to the power of sale.

2. Which statement is true about undisclosed dual agency?

- A. It is illegal in many states.**
- B. It is encouraged to maximize commissions.
- C. It requires disclosure to all parties after closing.
- D. It is the same as disclosed dual agency.

Undisclosed dual agency involves a licensee representing both the buyer and the seller in the same transaction without telling either party that they owe duties to both sides. That creates a direct conflict of interest because the agent's loyalty and confidentiality can be pulled in two directions, making it impossible to fully advocate for one client without compromising the other. Because fiduciary duties require loyalty and full disclosure, many states prohibit operating in this way unless the agent first reveals the dual representation and obtains written consent from both clients. When there's no disclosure, it breaches those duties and is illegal in many places, which is why this statement is true. This isn't something that's encouraged to squeeze more money; instead, the ethical and legal framework aims to protect clients by ensuring transparency. Disclosure should occur early in the process, not after closing, so all parties can make informed decisions. Disclosed dual agency, when properly disclosed and agreed to in writing, is different and can be permitted in some jurisdictions; undisclosed dual agency is not the same and is typically prohibited.

3. Which term describes changes to an existing will by modifying its provisions?

- A. Formal will
- B. Holographic will
- C. Codicil**
- D. Mystic will

A codicil is an amendment to an existing will that modifies provisions without rewriting the whole document. It acts as a supplement, letting you change gifts, executors, or conditions while keeping the original will intact. When properly executed—typically signed and witnessed in accordance with the law—it becomes part of the will's overall plan and takes effect as if those changes were included in the original document. The other terms describe standalone documents: a formal will is a complete, standard will; a holographic will is handwritten and stands on its own; a mystic will refers to a sealed or confidential form and is not about modifying an existing will.

4. Which item is listed as a warning sign of trouble when dealing with clients?

- A. Providing advice instead of information**
- B. Scheduling showings without client consent
- C. Asking for a commission split without authorization
- D. Failing to disclose marketing data after the sale

The main idea here is maintaining professional boundaries by providing objective information rather than steering the client with personal guidance. In real estate, you want to equip clients with facts—comps, market trends, financing implications, timelines, risks—and then discuss what those facts mean for their decisions. When someone shifts from sharing data to giving direct advice or telling the client what to do, it signals a boundary issue: the agent may be pushing a preferred outcome, could be biased, or might be trying to control the decision rather than support the client's autonomous choice. That loss of objectivity is a trustworthy warning sign of trouble in the client relationship. Other behaviors described (scheduling showings without consent, asking for an unauthorized commission split, failing to disclose marketing data after the sale) are serious red flags too—they indicate issues with consent, ethics, or disclosure—but they revolve more around contract terms or operational conduct rather than the fundamental shift from information to guidance. The step of offering prescriptive advice, instead of presenting data and options, most clearly undermines client autonomy and professional integrity, making it the strongest warning sign.

5. If a seller wants to retain the right to sell the property themselves, which listing type best describes this arrangement?

- A. Exclusive Right to Sell
- B. Open Listing
- C. Exclusive Agency**
- D. Net Listing

The arrangement being tested is about how a listing agreement handles the seller's ability to sell the property themselves and who earns the commission. The description fits an Exclusive Agency listing. In this setup, a single broker is designated as the exclusive agent, but the seller retains the right to sell the property on their own without owing a commission. If the seller finds a buyer themselves, there's no commission to the broker; if the broker (or any other broker) brings a buyer, the broker earns a commission. This differs from an Exclusive Right to Sell, where the broker earns a commission no matter who finds the buyer, so the seller wouldn't retain the right to sell personally. Open listing also lets the seller sell on their own and doesn't provide the same single-broker exclusivity, which is why Exclusive Agency is the best fit for the described arrangement. Net listing is about price terms and isn't about who can sell the property.

6. In Louisiana terminology, which term is commonly used to designate the seller who conveys title in a real property transfer?

- A. Grantor
- B. Grantee
- C. Vendee
- D. Vendor**

In Louisiana real property transfers, the seller who conveys title is called the vendor. This term comes from the state's civil-law heritage and is commonly used in deeds and contracts to designate the seller, while the buyer is the vendee. So vendor specifically identifies the party selling and conveying the title. The other terms describe different roles: grantee is the person who receives title, vendee is the buyer, and grantor is a more generic term for the party conveying title in many jurisdictions but not the Louisiana-standard label for the seller in this context.

7. Protective zoning regulates the size and placement of buildings on their lots, population, density, and overall use of space.

- A. Directive Zoning
- B. Protective Zoning**
- C. Setbacks
- D. Zoning Regulations

The idea being tested is how zoning shapes development by controlling how land is used. The description emphasizes regulating building size and placement on lots, population density, and overall use of space. Protective zoning is a form of zoning aimed at safeguarding a community by setting rules about building dimensions, where buildings can go on a lot, how dense development can be, and what activities are allowed. This makes it the best fit because it directly matches that broader regulatory scope. Setbacks are only specific distance rules from property lines, not the entire regulatory framework. Directive zoning isn't a standard term here, and zoning regulations is the generic umbrella, while protective zoning names the particular approach described.

8. In a specific performance contract, what remedies are available if a party breaches?

- A. Rescission
- B. Damages
- C. Specific performance
- D. All of the above**

When a party breaches a contract that requires performance, the non-breaching party isn't limited to one remedy. They can seek damages to be compensated for the loss caused by the breach, rescission to cancel the contract and restore the parties to their pre-contract positions, or specific performance to force the breaching party to go ahead and perform as promised. Specific performance is chosen when monetary damages wouldn't adequately compensate for not receiving the actual performance, which is often the case when the subject matter is unique. Because all three remedies can be appropriate depending on the situation, the best answer is that all of these remedies may be available.

9. The Civil Rights Act of 1964 addresses discrimination in which areas?

- A. Discrimination in Voting Rights
- B. Discrimination in Housing and Public Accommodations
- C. Discrimination in Education and Employment**
- D. Voting Rights, Public Accommodations, Facilities, Education, and Equal Employment

The main point here is understanding where the Civil Rights Act of 1964 prohibits discrimination. Its most clearly defined and foundational provisions target two big areas: education and employment. The act bans discrimination in employment (Title VII) and in programs receiving federal funds, which includes education (Title VI and related sections). This is why Education and Employment are the areas most centrally addressed by the statute. It's true the Act also extends protections to public accommodations (like hotels and restaurants) and to federally funded programs, and it touches on other public life areas. However, housing discrimination is primarily addressed by later legislation (the Fair Housing Act of 1968), and voting rights are chiefly safeguarded by the Voting Rights Act of 1965. Among the options given, choosing Education and Employment highlights the core, unmistakable areas the Civil Rights Act 1964 establishes to combat discrimination.

10. Which instrument is commonly associated with non-judicial foreclosure due to a power of sale clause?

- A. Deed in lieu of foreclosure
- B. Mortgage
- C. Deed of trust**
- D. Contract for deed

The key idea here is that non-judicial foreclosure relies on a power of sale clause built into a security instrument that authorizes a third party to sell the property without court action. The deed of trust is the instrument designed for this. In a deed of trust arrangement, the borrower transfers legal title to a trustee who holds it as security for the loan, and if the borrower defaults, the trustee can proceed with a public sale under the power of sale clause. This process typically happens without going through the courts, making the foreclosure faster in many jurisdictions. In contrast, a mortgage usually leads to judicial foreclosure, where the lender must go through the court system to obtain a sale of the property. A deed in lieu of foreclosure is when the borrower voluntarily transfers ownership to the lender to avoid foreclosure entirely, which doesn't involve exercising a power of sale. A contract for deed delays transfer of legal title and involves different, often seller-friendly, foreclosure mechanics rather than a standard power of sale process.

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Next Steps

Congratulations on reaching the final section of this guide. You've taken a meaningful step toward passing your certification exam and advancing your career.

As you continue preparing, remember that consistent practice, review, and self-reflection are key to success. Make time to revisit difficult topics, simulate exam conditions, and track your progress along the way.

If you need help, have suggestions, or want to share feedback, we'd love to hear from you. Reach out to our team at hello@examzify.com.

Or visit your dedicated course page for more study tools and resources:

<https://burkbakernational.examzify.com>

We wish you the very best on your exam journey. You've got this!

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