MBE REAL PROPERTY PRACTICE TEST (SAMPLE)

STUDY GUIDE

SAMPLE STUDY GUIDE WITH LIMITED QUESTIONS

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Table of Contents

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

1. Which statement best distinguishes joint tenancy from tenancy in common?

A. The right of survivorship exists in joint tenancy but not in tenancy in common.

B. Joint tenancy requires unity of time, title, interest, and possession; tenancy in common does not require all four unities.

C. Tenancy in common can have unequal shares; joint tenancy shares are typically equal.

D. All of the above.

2. A covenant to maintain a stone retaining wall between two adjacent parcels was created in 1959 and later abandoned when owners dismantled the wall. How is the covenant terminated?

A. Drastic change in circumstances

B. Abandonment

C. Equitable remedy only

D. Covenant automatically terminates after long nonuse

3. In a fee simple determinable, what future interest does the grantor hold?

A. Possibility of reverter

B. Right of entry

C. Remainder

D. Reversion

4. How long does a properly filed judgment lien last under the described statute?

A. 5 years

B. 10 years

C. 20 years

D. 30 years

5. Which of the following is typically included in a general warranty deed?

A. Seisin, right to convey, against encumbrances, quiet enjoyment, and further assurances

B. Habendum

C. Against encumbrances only

D. Quiet enjoyment only

6. In a property transaction, a buyer obtains a termite warranty and the contract merges into the deed at closing. Can the buyer sue on the termite warranty after closing?

A. Yes, the warranty remains enforceable against the seller.

B. Yes, but only if the warranty was fraud.

C. No, because merger generally bars such contract claims.

D. No, because termite warranties are void after closing.

7. A due-on-sale clause in a loan secured by a home mortgage is generally:

A. Never permissible under federal law.

B. Allowed only in commercial properties with notice requirements.

C. Permitted by federal law, subject to several restrictions on residential real property.

D. Always enforceable without any restrictions.

8. Which is not a typical covenant included in a general warranty deed?

A. Seisin

B. Habendum

C. Quiet enjoyment

D. Further assurances

9. Prior appropriation is typically associated with which region?

A. Coastal states.

B. Humid Eastern states.

C. Northern territories.

D. Arid Western states.

10. With the brother's deed void as to the brother and the buyer's deed valid, what is the status of the buyer's title?

A. The buyer's title is void.

B. The buyer's title is voidable.

C. The buyer's title is defeasible.

D. The buyer's title is unaffected.

Answers

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

Explanations

1. **Which statement best distinguishes joint tenancy from tenancy in common?**

   A. The right of survivorship exists in joint tenancy but not in tenancy in common.

   B. Joint tenancy requires unity of time, title, interest, and possession; tenancy in common does not require all four unities.

   C. Tenancy in common can have unequal shares; joint tenancy shares are typically equal.

   D. All of the above.

The key idea is how joint tenancy differs from tenancy in common in survivorship, the requirements to create the ownership, and how shares can be arranged. In a joint tenancy, there is a right of survivorship: when one owner dies, that deceased owner's interest passes automatically to the surviving co-owners, not to the deceased owner's heirs. In tenancy in common, there is no survivorship, so the deceased owner's share goes to heirs or as provided by a will. Creating a joint tenancy also requires four unities: time, title, interest, and possession. All co-owners must acquire their interests at the same time, through the same instrument, with identical ownership rights, and they must all have a right to possess the whole property. Tenancy in common does not require all four unities, so co-owners can take title at different times, by different instruments, with different interests, yet still share possession. Finally, tenancy in common can accommodate unequal shares, while joint tenancy typically involves equal shares (absent a clear provision to the contrary). Since all these points can be true, the combined statement is the best description of how joint tenancy and tenancy in common differ.

2. **A covenant to maintain a stone retaining wall between two adjacent parcels was created in 1959 and later abandoned when owners dismantled the wall. How is the covenant terminated?**

   A. Drastic change in circumstances

   B. Abandonment

   C. Equitable remedy only

   D. Covenant automatically terminates after long nonuse

Abandonment is how a covenant that runs with the land can end. When the party who benefits from a promise stops enforcing it and acts in a way that shows they don't intend to keep it, the covenant can be treated as terminated. Dismantling the stone wall is a clear, tangible act that signals an intention to abandon the obligation to maintain it. Once abandonment is established, the covenant stops binding future owners. Long periods of nonuse alone don't automatically terminate a covenant; there must be evidence of an intent to relinquish the burden and take actions consistent with that intent. Here, the owners' dismantling of the wall demonstrates that intent, making termination by abandonment the best match.

3. In a fee simple determinable, what future interest does the grantor hold?

A. Possibility of reverter

B. Right of entry

C. Remainder

D. Reversion

When a grant of property is a fee simple determinable, the grantor retains a future interest that automatically follows the condition. This interest is called the possibility of reverter. The language like "so long as," "during," or "while" creates a present estate that ends automatically when the stated condition occurs, and the property reverts to the grantor without any action. The grantor's future interest is specifically the possibility of reverter, which distinguishes determinable fees from other arrangements. For example, if the deed says, "to A, so long as the property is used for a library," and the property ceases to be used as a library, ownership automatically returns to the grantor. This automatic reversion is the hallmark of a possibility of reverter. The other potential future interests—right of entry (needed to reclaim under a condition later breached), remainder (a future interest in someone else that becomes possessory after the prior estate ends), and reversion (the grantor's return of property in other non-determinable situations)—do not apply here.

4. How long does a properly filed judgment lien last under the described statute?

A. 5 years

B. 10 years

C. 20 years

D. 30 years

A judgment lien on real property has a finite life set by statute. Under the described statute, a properly filed judgment lien remains on the debtor's real property for ten years from the date it is recorded. This 10-year term gives creditors a workable window to enforce the judgment while preventing indefinite encumbrance on property. If the lien is renewed before it expires, its term can often be extended for an additional period, but the base duration is ten years. The other options don't match the standard 10-year period described.

5. Which of the following is typically included in a general warranty deed?

A. Seisin, right to convey, against encumbrances, quiet enjoyment, and further assurances

B. Habendum

C. Against encumbrances only

D. Quiet enjoyment only

A general warranty deed typically carries a bundle of covenants that guarantee title to the grantee. The essential promises include seisin (the grantor actually owns the estate and has the right to convey it), the right to convey (the grantor has authority to pass title), against encumbrances (there are no undisclosed liens or other encumbrances), quiet enjoyment (the grantee won't be disturbed by claims of others to the title), and further assurances (the grantor will take steps to fix title if problems later arise). In addition, the deed usually contains a habendum clause to define the extent of the estate being granted. Since these covenants together describe the typical assurances in a general warranty deed, the option listing multiple covenants best captures what is normally included. The other choices are too narrow or focus on only one aspect (or on habitually included language like habendum rather than the covenants).

6. In a property transaction, a buyer obtains a termite warranty and the contract merges into the deed at closing. Can the buyer sue on the termite warranty after closing?

A. Yes, the warranty remains enforceable against the seller.

B. Yes, but only if the warranty was fraud.

C. No, because merger generally bars such contract claims.

D. No, because termite warranties are void after closing.

When a real estate contract merges into the deed at closing, the formal contract terms are generally extinguished and cannot be enforced as contract claims after that moment. The deed becomes the operative instrument describing the rights and liabilities attached to the property, and any promises that were only in the contract typically don't survive unless they have been carried into the deed or are preserved by some separate survival mechanism. So, a termite warranty that was created by the contract and not incorporated into the deed or kept alive by a survival clause usually cannot be enforced after closing because of merger. There are important exceptions. If the seller's misrepresentation involved fraud, that claim can survive merger because fraud claims are not dependent on the specific contract terms and may be pursued separately. Likewise, if the termite warranty is explicitly carried into the deed as a covenant or the deed or a separate instrument provides a survival of the warranty, the buyer could enforce it post-closing. But absent fraud or an express or implicit continuation of the warranty in the deed, merger generally bars suing on the termite warranty after closing.

7. A due-on-sale clause in a loan secured by a home mortgage is generally:

A. Never permissible under federal law.

B. Allowed only in commercial properties with notice requirements.

C. Permitted by federal law, subject to several restrictions on residential real property.

D. Always enforceable without any restrictions.

Due-on-sale clauses are not banned outright by federal law. They are generally permitted, but for residential mortgages Congress built in several restrictions that limit when the clause can be enforced. Under the Garn-St. Germain Act, certain transfers of a home—such as transfers to close family members or into a living trust where the borrower remains in the home—may be exempt from triggering acceleration, while in other situations the lender may still enforce the clause. So the correct view is that the clause is allowed by federal law, subject to several residential-property restrictions. The other statements are too absolute: it's not never permissible, not limited only to commercial properties, and not always enforceable with no restrictions.

8. Which is not a typical covenant included in a general warranty deed?

A. Seisin

B. Habendum

C. Quiet enjoyment

D. Further assurances

The key idea here is telling apart covenants that promise title protection from a descriptive provision in a deed. In a general warranty deed, the promises typically include seisin (the grantor actually owns and holds title), the right to convey, against encumbrances (no hidden liens), quiet enjoyment (the grantee won't be disturbed by claims of title), and further assurances (the grantor will fix defects to perfect the title). The habendum clause, often phrased "to have and to hold," is not a covenant. It describes the nature and extent of the interest being granted rather than promising to defend title or remedy defects. So the non-covenant aspect here is the habendum, while seisin, quiet enjoyment, and further assurances are covenants that bind the grantor.

9. Prior appropriation is typically associated with which region?

A. Coastal states.

B. Humid Eastern states.

C. Northern territories.

D. Arid Western states.

Prior appropriation is a water rights system developed in the arid West where water is scarce. Under this doctrine, a right to use water arises from diverting water for a beneficial use and is dated by when that use began, not by land ownership or proximity to a stream. Rights are prioritized by seniority: the earliest valid user has priority over later users, and during shortages, junior rights can be curtailed to protect the seniors. This mechanism fits the Western landscape because it provides a reliable way to allocate limited water among many claimants, such as farmers and miners, regardless of who owns land next to a watercourse. In contrast, humid Eastern states tend to rely on riparian rights, where ownership and use are tied to land contiguous to the water.

10. With the brother's deed void as to the brother and the buyer's deed valid, what is the status of the buyer's title?

A. The buyer's title is void.

B. The buyer's title is voidable.

C. The buyer's title is defeasible.

D. The buyer's title is unaffected.

The key idea is that a void deed conveys nothing and cannot create or transfer an interest. If the brother's deed is void as to him, he never obtains title to the property. A later, valid deed to the buyer comes from the rightful owner with proper title, so the buyer's title stands intact. In other words, a void prior transfer does not cloud or defeat a later valid transfer, so the buyer's title is unaffected.

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://mberealproperty.examzify.com

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