

# Real Estate Express Course Practice Exam (Sample)

## Study Guide



**Everything you need from our exam experts!**

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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. A one-year lease on a house has expired, but the tenant continues sending monthly rent checks to the owner, and the owner accepts them. What kind of leasehold estate exists?**
  - A. Estate for years**
  - B. Estate from period to period**
  - C. Estate at will**
  - D. Estate at sufferance**
  
- 2. The Department of Housing and Urban Development (HUD) was created to:**
  - A. to stabilize the nation's mortgage markets and expand opportunities for home ownership and affordable rental housing.**
  - B. to regulate mortgage rates for banks.**
  - C. to insure all private loans.**
  - D. to fund only first-time buyer programs.**
  
- 3. What is the "Doctrine of Prior Appropriation"?**
  - A. A pre-emptive zoning ordinance**
  - B. The right of government to confiscate land and improvements**
  - C. A doctrine that gives the state control of water use and the water supply**
  - D. A real estate tax applied to owners of water rights**
  
- 4. In a bilateral contract, both parties are obligated to perform because:**
  - A. Only one promises to do something**
  - B. Both parties promise to do something**
  - C. No promises are required**
  - D. The contract is only binding if notarized**
  
- 5. At closing, which statement is true?**
  - A. The seller retains title**
  - B. The buyer receives title to the property**
  - C. Title transfers only after recording**
  - D. The title is not transferred until mortgage is paid**

- 6. The Statute of Frauds originated as part of which legal tradition?**
- A. Old English law**
  - B. Roman law**
  - C. Civil law**
  - D. Common law of France**
- 7. When an exclusive right to sell has been signed, what describes the type and status of this contract?**
- A. Bilateral executory.**
  - B. Unilateral executed.**
  - C. Bilateral executed.**
  - D. Unilateral executory.**
- 8. What are the three unique physical characteristics of land?**
- A. Immobile, indestructible, heterogeneous**
  - B. Movable, destructible, homogeneous**
  - C. Immovable, indestructible, homogeneous**
  - D. Immobile, durable, homogeneous**
- 9. Which deed conveys an interest in real estate without promising to defend the title against any defects?**
- A. Guardian's deed**
  - B. Special warranty deed**
  - C. General warranty deed**
  - D. Quitclaim deed**
- 10. How many sections are in a township?**
- A. 16**
  - B. 24**
  - C. 36**
  - D. 40**

## **Answers**

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

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## **Explanations**

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1. A one-year lease on a house has expired, but the tenant continues sending monthly rent checks to the owner, and the owner accepts them. What kind of leasehold estate exists?
  - A. Estate for years
  - B. Estate from period to period**
  - C. Estate at will
  - D. Estate at sufferance

The situation demonstrates a periodic tenancy. When a term lease ends but the tenant stays and continues to pay rent, and the landlord accepts those payments, the tenancy automatically continues on a periodic basis—typically the period of the rent, here monthly. So the occupancy becomes a month-to-month arrangement, renewing each month until proper notice is given to terminate. This isn't an estate for years, since there's no fixed end date driving the arrangement after the initial term has expired. It isn't an estate at will, which lacks a defined renewal period and is more freely terminable by either party; the ongoing, regularly paid and accepted rent creates a clear period-to-period pattern. It isn't an estate at sufferance, which involves the tenant remaining without the landlord's permission; in this case the landlord's acceptance of rent signals permission to stay.

2. The Department of Housing and Urban Development (HUD) was created to:
  - A. to stabilize the nation's mortgage markets and expand opportunities for home ownership and affordable rental housing.**
  - B. to regulate mortgage rates for banks.
  - C. to insure all private loans.
  - D. to fund only first-time buyer programs.

The main idea this question tests is HUD's purpose in promoting housing and urban development by supporting stable access to mortgages and expanding opportunities for homeownership and affordable rental housing. HUD was created to bring together federal housing programs under one roof and to focus on reducing barriers to safe, decent housing, including mortgage insurance through the FHA to help stabilize lending and make homeownership and affordable rentals more accessible. The other options don't fit because HUD doesn't regulate mortgage rates for banks—that's monetary policy—nor does it insure all private loans, since FHA insurance covers specific eligible loans. And HUD's mission goes beyond first-time buyers to include public housing, rental assistance, and broader community development initiatives.

### 3. What is the "Doctrine of Prior Appropriation"?

- A. A pre-emptive zoning ordinance
- B. The right of government to confiscate land and improvements
- C. A doctrine that gives the state control of water use and the water supply**
- D. A real estate tax applied to owners of water rights

The Doctrine of Prior Appropriation is the system for allocating water rights in areas where water is scarce, based on who first put the water to beneficial use. It follows the principle of "first in time, first in right," meaning senior appropriators have priority over junior ones during shortages. The state regulates and administers these rights—issuing permits, enforcing usage, and ensuring the water supply is allocated according to priority. This concept matters in real estate because water rights are a transferable property interest that derives from state authorization and the date of first use, not merely from land ownership. In drought, senior rights are satisfied first, and junior rights can be curtailed. The other options don't fit: a zoning ordinance governs land use planning; confiscation would imply government taking land outright; a tax on water rights would be a fiscal levy, not the allocation framework for water usage.

### 4. In a bilateral contract, both parties are obligated to perform because:

- A. Only one promises to do something
- B. Both parties promise to do something**
- C. No promises are required
- D. The contract is only binding if notarized

Mutual promises create mutual obligations. In a bilateral contract, each party promises to do something in exchange for the other party's promise. That promise-for-promise structure binds both sides—the contract is formed when the promises are exchanged (offer and acceptance with consideration), and each party is obligated to perform. If one side fails to perform, the other can sue for breach. Notarization isn't what makes the contract binding; most contracts are enforceable without notarization as long as there is a valid offer, acceptance, and consideration. A unilateral contract, by contrast, arises when one party promises to act in return for the other party's performance, not a promise from that party.

### 5. At closing, which statement is true?

- A. The seller retains title
- B. The buyer receives title to the property**
- C. Title transfers only after recording
- D. The title is not transferred until mortgage is paid

Ownership passes at closing. At this moment the seller delivers the deed to the buyer and the buyer accepts it, which transfers title to the property. Recording in the public records is simply notice to third parties; it does not create or verify the transfer of ownership. The mortgage being paid is part of the closing funds, but a paid-off mortgage is not the trigger for transferring title—the deed already conveys ownership when delivered. So the true statement is that the buyer receives title to the property at closing.

**6. The Statute of Frauds originated as part of which legal tradition?**

- A. Old English law**
- B. Roman law**
- C. Civil law**
- D. Common law of France**

This originates in England's legal tradition, rooted in Old English law and carried forward through the English common law system. The Statute of Frauds was enacted in 1677 by Parliament to require certain contracts to be in writing to be enforceable, a response within the English framework to prevent fraud and misunderstandings in important transactions such as real estate, suretyship, and long-term agreements. This lineage shows why the concept is tied to Old English law and the development of English common law, rather than Roman or civil-law traditions.

**7. When an exclusive right to sell has been signed, what describes the type and status of this contract?**

- A. Bilateral executory.**
- B. Unilateral executed.**
- C. Bilateral executed.**
- D. Unilateral executory.**

The key idea here is how listing contracts are categorized by promises and performance status. An exclusive right to sell creates mutual obligations: the broker promises to actively market the property and work to secure a buyer, while the seller promises to pay the agreed commission if a sale occurs during the term. Since both sides have binding promises and performance has not yet been completed (the sale may still happen, or may be pending), this is a bilateral executory contract. It would only be executed if all promises were fulfilled (e.g., after the sale closes and commissions are paid); it isn't unilateral because both parties have duties, and it isn't executed because performance is still pending.

**8. What are the three unique physical characteristics of land?**

- A. Immobile, indestructible, heterogeneous**
- B. Movable, destructible, homogeneous**
- C. Immovable, indestructible, homogeneous**
- D. Immobile, durable, homogeneous**

Land has three distinctive physical traits: it cannot be moved (immobility), it lasts a long time (indestructibility), and no two parcels are exactly alike in location and features (non-homogeneity). The best choice reflects those ideas with immobile, indestructible, and heterogeneous. The other options fail because they swap immobility for movability, swap indestructibility for destructibility, or swap non-homogeneity for homogeneity, which contradict how land actually behaves.

**9. Which deed conveys an interest in real estate without promising to defend the title against any defects?**

- A. Guardian's deed**
- B. Special warranty deed**
- C. General warranty deed**
- D. Quitclaim deed**

The main concept is the level of title protection provided by different deeds. A quitclaim deed transfers whatever interest the grantor has, if any, and it provides no warranties about the title or its defense against defects. In other words, the grantee receives the interest, but the grantor makes no promise to defend the title or guarantee that it's free of defects. This makes quitclaim deeds useful for transferring ownership in familiar or simpler situations where title certainty isn't the primary goal, or for clearing up a claim on title without creating liability for the grantor. By contrast, a general warranty deed guarantees the title against all defects, even those arising before the grantor's ownership, with a promise to defend the title. A special warranty deed promises protection only for defects that occurred during the grantor's ownership. A guardian's deed is used in guardianship situations and carries its own restrictions.

**10. How many sections are in a township?**

- A. 16**
- B. 24**
- C. 36**
- D. 40**

In the Public Land Survey System, a township is a square 6 miles on each side. That gives  $6 \times 6 = 36$  square miles, and each square mile is divided into a section that is 1 mile by 1 mile. So a standard township contains 36 sections (each 640 acres). Note that near irregular boundaries some sections can be partial, but the usual count is 36 sections per township.

## 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](mailto:hello@examzify.com).**

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

**<https://realestateexpresscourse.examzify.com>**

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

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