

# Real Property Multistate Bar Practice Exam (Sample)

## Study Guide



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

**This is a sample study guide. To access the full version with hundreds of 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. Don't worry about getting everything right, 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, and take breaks to retain information better.**

## 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.**

## 7. Use Other Tools

**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!**

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## **Questions**

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- 1. Which of the following statements about a lease termination is incorrect?**
  - A. A lease can be terminated through mutual agreement**
  - B. A lease cannot be terminated if it has not expired**
  - C. A lease can be terminated if either party breaches its terms**
  - D. A lease can be ended by eviction if necessary**
- 2. What are the primary rights of a tenant under a lease agreement?**
  - A. The right to exclusive ownership of the property**
  - B. The right to quiet enjoyment and habitable premises**
  - C. The right to terminate the lease at will**
  - D. The right to make alterations without landlord consent**
- 3. What is required for a valid lease agreement?**
  - A. The agreement must be verbal and can be inferred from conduct.**
  - B. The lease must be in writing for it to be enforceable for over one year.**
  - C. Only a signature from the landlord is needed for a lease.**
  - D. There is no requirement for a lease to have a specified duration.**
- 4. What should be credited against the purchase price if the risk of loss has passed to the buyer?**
  - A. The buyer's title insurance**
  - B. The seller's personal insurance coverage**
  - C. The original purchase price**
  - D. Any prior encumbrances on the property**
- 5. What is the status of a deed recorded late after the grantor parts with title?**
  - A. It generally provides constructive notice**
  - B. It may still effectuate a transfer of interest**
  - C. It does not provide constructive notice in most states**
  - D. It is automatically invalidated**

**6. What is a buyer's recourse if they discover unmarketable title after closing?**

- A. File for bankruptcy**
- B. Notify seller and provide reasonable time to cure defects**
- C. Immediately rescind the contract**
- D. Seek a court injunction**

**7. Under what circumstance can a seller be liable for false statements after closing?**

- A. If the buyer discovers the defect first**
- B. If the seller knowingly made a false statement**
- C. If the buyer fails to complete a home inspection**
- D. If the seller disclosed the defect verbally**

**8. What happens to the interest in real property if a buyer dies after the contract is made but before closing?**

- A. The interest is forfeited to the seller**
- B. The interest passes to the buyer's estate**
- C. The interest remains with the buyer's heirs**
- D. The interest becomes personal property**

**9. What happens if a grantor conveys realty they do not own?**

- A. The conveyance is always void**
- B. The conveyance is valid until proven otherwise**
- C. The grantor may later reclaim the property**
- D. The person will be estopped from denying it later**

**10. How does a joint tenancy differ from a tenancy in common?**

- A. A joint tenancy allows multiple owners without rights of survivorship.**
- B. A joint tenancy includes the right of survivorship, unlike a tenancy in common.**
- C. A joint tenancy is a form of lease for commercial properties.**
- D. A joint tenancy ensures equal division of property only after all owners agree.**

## **Answers**

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

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## **Explanations**

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**1. Which of the following statements about a lease termination is incorrect?**

- A. A lease can be terminated through mutual agreement**
- B. A lease cannot be terminated if it has not expired**
- C. A lease can be terminated if either party breaches its terms**
- D. A lease can be ended by eviction if necessary**

The statement regarding the termination of a lease that is incorrect is that a lease cannot be terminated if it has not expired. This is not accurate because leases can be terminated before their expiration under certain circumstances. For example, both parties may mutually agree to terminate the lease regardless of its original term. Additionally, a lease can be terminated if one party breaches its terms, allowing the non-breaching party to end the lease early. Moreover, landlords can terminate a lease through eviction due to tenant violations or defaults. Therefore, leases are not strictly bound by their original expiration dates, and multiple avenues exist for termination prior to that timeframe. The flexibility to terminate early is an important aspect of lease agreements in property law.

**2. What are the primary rights of a tenant under a lease agreement?**

- A. The right to exclusive ownership of the property**
- B. The right to quiet enjoyment and habitable premises**
- C. The right to terminate the lease at will**
- D. The right to make alterations without landlord consent**

The correct choice highlights essential rights that tenants hold under a lease agreement, particularly the right to quiet enjoyment and habitable premises. The right to quiet enjoyment is a fundamental aspect of a tenant's leasehold interest, allowing them to use the property without interference from the landlord or others. This means the tenant can occupy the rented space peacefully, and the landlord has a duty to ensure that the tenant's enjoyment of the property is not disturbed. Additionally, the right to a habitable premises means that the landlord must maintain the property in a condition that is safe and suitable for living. This includes making necessary repairs and ensuring that basic services such as heating, plumbing, and protection from the elements are functioning properly. These rights provide tenants with essential protections and expectations regarding the rental property, ensuring that their living environment is conducive to their health and well-being. In contrast, exclusive ownership is a right typically reserved for property owners, while the option to terminate the lease at will is generally not afforded to tenants unless explicitly included in the lease terms. Lastly, the right to make alterations often requires landlord consent, as significant changes to the property can affect its value and condition.

### 3. What is required for a valid lease agreement?

- A. The agreement must be verbal and can be inferred from conduct.
- B. The lease must be in writing for it to be enforceable for over one year.**
- C. Only a signature from the landlord is needed for a lease.
- D. There is no requirement for a lease to have a specified duration.

A valid lease agreement must usually be in writing if it is intended to last for more than one year. This requirement stems from the Statute of Frauds, which is a legal principle that necessitates certain types of contracts, including those related to real property, to be in writing to be enforceable. When a lease term exceeds one year, having a written document provides clarity on the terms and may protect the rights of the parties involved, which is critical in real estate transactions. While it is true that some leases can be verbal or inferred from conduct, this generally applies to leases of one year or less, as they can be enforceable without a written agreement. A lease that is not specified in writing for terms longer than one year could lead to disputes regarding the terms of the lease and the intentions of the parties. A signature from just one party, specifically the landlord, is also not sufficient to make a lease valid; typically, both parties should sign the agreement. Additionally, while some leases can be informal, having specified terms like duration is generally advisable to avoid misunderstandings about the lease's intent and obligations.

### 4. What should be credited against the purchase price if the risk of loss has passed to the buyer?

- A. The buyer's title insurance
- B. The seller's personal insurance coverage**
- C. The original purchase price
- D. Any prior encumbrances on the property

When the risk of loss has passed to the buyer in a real estate transaction, the buyer assumes the responsibility for any damage or loss to the property. In this context, if the seller has personal insurance coverage on the property, it can potentially be used to cover the loss. Thus, any amounts that might be recoverable by the seller under their personal insurance would serve to reduce the financial burden on the buyer for the loss that has occurred. This means that the seller's personal insurance could provide the buyer a form of compensation for the damages, and the amount received from the insurance can be credited against the purchase price, lessening the financial impact on the buyer. Other options do not serve the same purpose in this scenario. Title insurance is generally meant to protect against defects in title and does not cover physical damage to the property. The original purchase price is not what is credited; rather, it's the money received from insurance claims that can offset losses. Prior encumbrances would not be relevant to the issue of risk of loss since they relate to claims against the property or ownership rather than damage to the property itself.

## 5. What is the status of a deed recorded late after the grantor parts with title?

- A. It generally provides constructive notice**
- B. It may still effectuate a transfer of interest**
- C. It does not provide constructive notice in most states**
- D. It is automatically invalidated**

A deed that is recorded after the grantor has already parted with title generally does not provide constructive notice in most jurisdictions. Constructive notice is a legal concept that implies that a person is presumed to have knowledge of a document if it has been recorded in the appropriate public records. However, if the grantor has transferred their interest to another party before the deed was recorded, that first transfer is typically considered valid and takes precedence over any subsequent deeds that are recorded later. Therefore, the late recording does not affect the initial transfer of title. The subsequent grantee who receives the late-recorded deed cannot assert that they have an interest in the property that is superior to the rights of the original grantee. This principle is based on the idea that the recording system is meant to provide a clear and reliable way to establish ownership rights, and once the title has passed, a later recording cannot retroactively create or validate an interest that was not established at the time of the initial conveyance. In many states, this means that the later deed is typically treated as ineffective in terms of providing notice or transferring interest, reinforcing the priority of the original titles that were conveyed prior to the late recording. Thus, option C accurately reflects the common legal understanding regarding the status

## 6. What is a buyer's recourse if they discover unmarketable title after closing?

- A. File for bankruptcy**
- B. Notify seller and provide reasonable time to cure defects**
- C. Immediately rescind the contract**
- D. Seek a court injunction**

When a buyer discovers unmarketable title after closing, the appropriate recourse is to notify the seller and provide a reasonable time to cure the defects. This is grounded in the principle that a seller typically has an obligation to deliver a clear title at the time of closing, and if defects arise afterward, the seller should have the opportunity to address and resolve those issues. The process usually involves the buyer formally notifying the seller of the defects in the title. The seller may then be allowed a time period to either rectify the issues or provide a solution to ensure the title becomes marketable again. This approach encourages resolution and maintains the contractual relationship between the buyer and seller while also aligning with the expectation that sellers correct problems related to title that may hinder the buyer's ownership or ability to sell the property in the future. Other potential recourses, such as filing for bankruptcy or seeking a court injunction, are not typically direct methods to handle title issues and involve significantly more complicated legal processes that are not immediately oriented toward resolving the title defect itself. Similarly, immediate rescission of the contract might not be the preferred or necessary route, as it does not allow for the seller to rectify the problem. Thus, notifying the seller and affording them a chance to cure the defects

**7. Under what circumstance can a seller be liable for false statements after closing?**

- A. If the buyer discovers the defect first**
- B. If the seller knowingly made a false statement**
- C. If the buyer fails to complete a home inspection**
- D. If the seller disclosed the defect verbally**

A seller can be liable for false statements after closing if the seller knowingly made a false statement. This principle is rooted in the notions of fraud and misrepresentation in real estate transactions. If a seller intentionally misleads a buyer about a material fact related to the property, such as the condition of the home or the existence of defects, the seller can be held accountable even after the sale has been finalized. This liability stems from the responsibility to act in good faith and to provide accurate representations of the property. The seller's knowledge signifies intent, which is crucial in establishing fraud. If the seller was aware that their statement was untrue, the buyer has grounds to pursue legal action for any damages resulting from reliance on that falsehood. Options that suggest buyer actions, such as discovering defects first or failing to complete a home inspection, do not create seller liability in this context. Similarly, mere verbal disclosure of a defect does not necessarily imply knowledge of its falsehood. Therefore, the acknowledgment of deliberate falsehood by the seller is fundamental in establishing liability for post-closing disclosures.

**8. What happens to the interest in real property if a buyer dies after the contract is made but before closing?**

- A. The interest is forfeited to the seller**
- B. The interest passes to the buyer's estate**
- C. The interest remains with the buyer's heirs**
- D. The interest becomes personal property**

When a buyer dies after entering into a contract for the sale of real property but before the closing takes place, the interest in the real property generally passes to the buyer's estate. This situation is governed by the principle that rights and obligations under a contract can be inherited. Specifically, upon the buyer's death, their rights under the contract do not simply disappear or revert to the seller; instead, they become part of the buyer's estate. The estate will manage these rights, which may include the completion of the transaction, depending on the specific terms of the contract and local laws regarding real property transactions. The estate may decide to proceed with the closing if it is in the best interest of the beneficiaries or heirs. This principle acknowledges the continuity of property rights through inheritance, ensuring that the buyer's estate retains the contractual interest that can then be passed on to heirs or resolved as part of the estate's administration. The other options relate to different scenarios that do not accurately reflect the legal handling of a buyer's interest in real property upon their death.

## 9. What happens if a grantor conveys realty they do not own?

- A. The conveyance is always void
- B. The conveyance is valid until proven otherwise
- C. The grantor may later reclaim the property
- D. The person will be estopped from denying it later**

When a grantor conveys property they do not own, the principle of estoppel can come into play. If the grantor represents that they own the property and conveys it to a grantee, they may be estopped from later denying their ownership or the validity of the conveyance. This means that the grantor cannot go back on their assertion that the title was conveyed, even if it turns out they did not own the property at the time of the conveyance. This legal doctrine prevents the grantor from asserting a claim that contradicts their earlier representations, thereby protecting the grantee's reliance on the grantor's representations. The grantee is often seen as having relied on the belief that the grantor had the authority to make the conveyance, thus leading to the estoppel. The critical point is that the conveyance itself may still be deemed valid for certain purposes, even if the grantor lacked ownership at the time of the transaction. This rationale provides a strong basis for understanding the implications when a grantor conveys property they do not own, emphasizing the importance of representations made during the transfer of real property.

## 10. How does a joint tenancy differ from a tenancy in common?

- A. A joint tenancy allows multiple owners without rights of survivorship.
- B. A joint tenancy includes the right of survivorship, unlike a tenancy in common.**
- C. A joint tenancy is a form of lease for commercial properties.
- D. A joint tenancy ensures equal division of property only after all owners agree.

The distinction between joint tenancy and tenancy in common fundamentally revolves around the issue of survivorship. A joint tenancy is characterized by the right of survivorship, meaning that when one joint tenant dies, their interest automatically passes to the surviving joint tenants. This right of survivorship is a defining feature of joint tenancy, ensuring that the ownership interest does not devolve to heirs or beneficiaries of the deceased tenant. In contrast, tenancy in common does not provide for the right of survivorship. Instead, when a tenant in common dies, their share of the property passes to their heirs or according to their will, rather than to the other co-tenants. This key difference impacts how the property is handled upon the death of an owner, making option B the correct answer. The other choices do not accurately capture the differences between the two forms of property ownership. Joint tenancy does not relate to commercial leases, confirming that option C is incorrect. Option A incorrectly states that joint tenancy does not include rights of survivorship, which is contrary to its definition. Lastly, option D misrepresents the nature of joint tenancy by implying that equal division requires agreement, which is not a characteristic inherent to joint tenancy ownership.

# 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://realpropertymultistatebar.examzify.com>**

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

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