

# Themis MBE Real Property 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. Under estoppel by deed, if a grantor conveys before owning the land, and later acquires it, what happens?**
  - A. If grantor conveys after owning**
  - B. The after-acquired title transfers automatically to the prior grantee**
  - C. If grantor conveys after the recording**
  - D. If grantor conveys to multiple grantees**
  
- 2. Estoppel: Which theory may create an easement when the servient estate owner relies on permission?**
  - A. Prescription**
  - B. Estoppel**
  - C. Merger**
  - D. End of Necessity**
  
- 3. Which present fee simple is limited by specific conditional language and grants the grantor a right of reentry, not automatic termination?**
  - A. Life Estate**
  - B. Fee Simple Subject to Executory Interest**
  - C. Fee Simple Determinable**
  - D. Fee Simple Subject to Condition Subsequent**
  
- 4. Which statement accurately describes the implied warranty of habitability in residential leases?**
  - A. Applies to most residential leases and requires the landlord to keep the dwelling reasonably fit for residential use.**
  - B. The warranty applies only to multi-family buildings.**
  - C. The warranty never allows rent abatements.**
  - D. The warranty requires the tenant to notify the landlord before repairs.**
  
- 5. What is the essential element of the covenant of quiet enjoyment?**
  - A. Nuisance control by government only.**
  - B. Tenant's right to quiet enjoyment free from substantial interference by landlord or others.**
  - C. The landlord's right to enter at any time.**
  - D. Nuisance is always private.**

- 6. Which statement correctly defines a remainder?**
- A. A future interest retained by the grantor after a life estate.**
  - B. A future interest created elsewhere.**
  - C. A remainder must vest before possession and is created in a different conveyance.**
  - D. A remainder is a future interest created in a grantee that can become possessory upon expiration of a prior possessory estate, created in the same conveyance in which the remainder is created.**
- 7. Which element is not required for adverse possession?**
- A. Continuous possession.**
  - B. Actual possession.**
  - C. Exclusive possession.**
  - D. Good faith ownership.**
- 8. A 'wild deed' is best described as**
- A. A deed within the chain of title**
  - B. A deed that transfers title by gift**
  - C. A deed recorded but not in a way that provides notice**
  - D. A deed that is void**
- 9. An easement in gross is...**
- A. Granted to benefit land**
  - B. Runs with land**
  - C. Granted to benefit a particular person**
  - D. A license**
- 10. Easements by prescription require continuous, actual, open, and hostile use for a statutory period, and the use need not be exclusive.**
- A. False; exclusivity is required**
  - B. False; it must be written and signed**
  - C. True; the use must be continuous, actual, open, and hostile for the statutory period, and exclusivity is not required**
  - D. False; it must be peaceful-only**

## Answers

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

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## **Explanations**

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**1. Under estoppel by deed, if a grantor conveys before owning the land, and later acquires it, what happens?**

**A. If grantor conveys after owning**

**B. The after-acquired title transfers automatically to the prior grantee**

**C. If grantor conveys after the recording**

**D. If grantor conveys to multiple grantees**

Estoppel by deed treats the grant as if it conveyed whatever interest the grantor will acquire in the future. If a grantor conveys land before they own it and later buys it, the title automatically passes to the prior grantee. The grantee's ownership relates back to the date of the deed, so the grantee ends up with title to the land once the grantor acquires it, without needing a new conveyance. This prevents the grantor from later denying the grantee's rights.

**2. Estoppel: Which theory may create an easement when the servient estate owner relies on permission?**

**A. Prescription**

**B. Estoppel**

**C. Merger**

**D. End of Necessity**

An easement can be created by estoppel when the owner of the servient estate permits use of the land and the other party reasonably relies on that permission to their detriment. If permission is granted and the licensee acts on it—perhaps by investing in improvements or making concrete arrangements—the landowner may be barred from later revoking the permission. Courts recognize an easement by estoppel to prevent injustice when the licensee has changed position in reliance on that permission. This fits better than the other theories because prescription requires adverse, open, continuous use for a statutory period (not permission-based), merger ends an easement only when the two estates come under common ownership (not about reliance on permission), and end of necessity terminates an easement that was created by necessity, not by permissive use. So estoppel is the theory that can create an easement when the servient estate owner relies on permission.

**3. Which present fee simple is limited by specific conditional language and grants the grantor a right of reentry, not automatic termination?**

- A. Life Estate**
- B. Fee Simple Subject to Executory Interest**
- C. Fee Simple Determinable**

**D. Fee Simple Subject to Condition Subsequent**

The present fee simple is limited by conditional language with a right of reentry, not automatic termination, which makes it a fee simple subject to a condition subsequent. In this arrangement the grantor retains the power to reclaim the property if the condition is breached, but the grantee's ownership continues until the grantor actually reenters. The key distinction is that the grantor must take action to retake, rather than the estate automatically ending when the condition occurs. This differs from a fee simple determinable, where the condition ends the estate automatically and the property reverts by operation of law (automatic termination) to the grantor via a reverter. It also differs from a fee simple subject to an executory interest, where upon breach the property shifts to a third party rather than the grantor. And it isn't a life estate, which is ownership measured by the life of a person, not a present fee simple with a back-end right of entry.

**4. Which statement accurately describes the implied warranty of habitability in residential leases?**

- A. Applies to most residential leases and requires the landlord to keep the dwelling reasonably fit for residential use.**
- B. The warranty applies only to multi-family buildings.**
- C. The warranty never allows rent abatements.**
- D. The warranty requires the tenant to notify the landlord before repairs.**

The main concept is that the implied warranty of habitability makes the landlord responsible for keeping a residential dwelling fit for living. This duty covers essential aspects of the home—structure, plumbing, heating, electrical, sanitation, and overall safety—and requires the landlord to repair serious defects that affect health and the ability to inhabit the property. The warranty generally applies to most residential leases, including single-family homes and rentals in multi-unit buildings, and it doesn't simply vanish because a lease says otherwise; in many places some waivers are limited or ineffective, especially for fundamental needs. Because of this duty, tenants can obtain remedies such as rent abatements, damages, or lease termination if the landlord fails to fix major problems. The warranty does not hinge on the tenant's prior notice as a condition of liability; while notice often starts the process of remedies, the landlord's obligation to repair does not depend on demanding a notice first.

5. What is the essential element of the covenant of quiet enjoyment?

- A. Nuisance control by government only.
- B. Tenant's right to quiet enjoyment free from substantial interference by landlord or others.**
- C. The landlord's right to enter at any time.
- D. Nuisance is always private.

Quiet enjoyment means the tenant can use and enjoy the leased premises without substantial interference from the landlord or anyone who has a superior title to the property. The essential element is that interference must be substantial; if the landlord or another titleholder acts in a way that seriously disrupts the tenant's possession—such as actual eviction, threats of eviction, or repeated unwarranted intrusions that prevent use—the covenant is breached. Minor disturbances or inconveniences aren't enough to violate it. Other concepts like government nuisance control or the notion that nuisance is always private don't describe what the tenant is protected against, and giving the landlord an unconditional right to enter at any time would undermine the quiet enjoyment protection.

6. Which statement correctly defines a remainder?

- A. A future interest retained by the grantor after a life estate.
- B. A future interest created elsewhere.
- C. A remainder must vest before possession and is created in a different conveyance.
- D. A remainder is a future interest created in a grantee that can become possessory upon expiration of a prior possessory estate, created in the same conveyance in which the remainder is created.**

Remainder is a future interest that sits in a grantee and becomes possessory when the preceding possessory estate ends, and it must be created in the same instrument that created that preceding estate. This is why the defining statement is the one describing a future interest created in a grantee that can become possessory upon expiration of a prior possessory estate, created in the same conveyance in which the remainder is created. The other descriptions miss key points: a future interest kept by the grantor after a life estate is a reversion, not a remainder; a remainder created elsewhere wouldn't follow the life estate in the same instrument; and saying it must vest before possession and be created in a different conveyance misstates both when vesting occurs and where the remainder is created.

## 7. Which element is not required for adverse possession?

- A. Continuous possession.
- B. Actual possession.
- C. Exclusive possession.
- D. Good faith ownership.**

Adverse possession hinges on five elements: actual possession, open and notorious use, exclusive control, continuous possession for the statutory period, and possession that is hostile to the true owner's rights. The belief of the possessor about ownership is not required. You can acquire title even if you think you own the land or are mistaken about its ownership, as long as the other elements are satisfied. So, good faith ownership isn't a prerequisite. The possessor must physically occupy the land and treat it as their own, in a way that would put the true owner on notice, and do so continuously for the statutory period, without the owner's permission. If these conditions are met, the title can vest despite any lack of good faith.

## 8. A 'wild deed' is best described as

- A. A deed within the chain of title
- B. A deed that transfers title by gift
- C. A deed recorded but not in a way that provides notice**
- D. A deed that is void

The essential idea is how recording and notice work with the chain of title. A wild deed is a deed that has been recorded but sits outside the proper chain of title, so it does not provide notice to later purchasers. Even though the deed exists and may be binding between the original parties, someone examining the title later won't be charged with constructive notice of that interest because it isn't connected to the chain. This is why the best description is a deed that's recorded but not in a way that provides notice. It isn't about the deed being a gift, nor about it being void, nor about it being inside the chain of title.

## 9. An easement in gross is...

- A. Granted to benefit land
- B. Runs with land
- C. Granted to benefit a particular person**
- D. A license

An easement in gross is an easement that benefits a person or entity rather than a specific parcel of land. Because the right attaches to the holder rather than to a particular piece of property, there isn't a dominant estate tied to the land. The right can endure independently of who owns the land, and it's typically tied to the person or organization (for example, a utility company) rather than to any particular tract. In contrast, an appurtenant easement benefits land and runs with the land, and a license is mere permission that can be revoked. A classic example of an in-gross easement is the right of a utility company to lay lines across property, which benefits the holder rather than any single parcel.

**10. Easements by prescription require continuous, actual, open, and hostile use for a statutory period, and the use need not be exclusive.**

**A. False; exclusivity is required**

**B. False; it must be written and signed**

**C. True; the use must be continuous, actual, open, and hostile for the statutory period, and exclusivity is not required**

**D. False; it must be peaceful-only**

The idea behind easements by prescription is that someone can gain a right to use another person's land through long-term, visible, actual use that is adverse to the owner, for the statutory period. The key elements are actual use, continuous use, open and notorious use, and hostility to the owner's rights. Importantly, this use does not have to be exclusive; multiple parties can have or claim prescriptive rights, and the owner can still use the land in ways that don't conflict with the prescriptive use. So the true statement is that the use must be continuous, actual, open, and hostile for the statutory period, and exclusivity is not required. The other propositions are incorrect because they either demand exclusivity, require a written instrument, or insist on a peaceful-only use, none of which are necessary for a prescriptive easement to arise.

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

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

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