THEMIS MBE REAL PROPERTY PRACTICE EXAM (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

1. **Which statement best describes warranty of title in a general warranty deed?**

   A. The grantor promises to defend title against claims and warrants the title.

   B. The grantor promises to maintain property value but not title.

   C. The grantor does not make any warranties regarding title.

   D. The grantor only warrants quiet enjoyment.

2. **What is the difference between a real covenant and an equitable servitude?**

   A. Real covenant runs with the land and can be enforced by damages; equitable servitude is enforced mainly by injunction and requires notice and touch/concern.

   B. Equitable servitude runs with the land and allows damages; real covenant is enforced mainly by injunction.

   C. Real covenants do not require notice.

   D. Equitable servitudes require privity.

3. **Which estate is fully transferable during the life and is generally not devisable or descendible?**

   A. Fee Simple

   B. Life Estate

   C. Life Estate Pur Autre Vie

   D. Fee Simple Determinable

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. **Earnest money as liquidated damages: When is it enforceable as liquidated damages?**

   A. Earnest money may be liquidated damages if reasonable; otherwise penalty

   B. Earnest money is always liquidated damages

   C. Earnest money can never be liquidated damages

   D. Earnest money is never used in land contracts

6. Under a race-notice statute, which condition must be satisfied for a later purchaser to prevail?

A. Record first and have no notice of prior claims.

B. Record first, regardless of notice.

C. Have notice of prior claims and record first.

D. Never record and rely on possession.

7. 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.

8. Which of the following best describes an easement by express grant?

A. An easement created by implied use based on prior occupancy.

B. A temporary license that can be revoked.

C. An easement created by a written grant in a deed or separate instrument.

D. An easement arising by accident.

9. Which statement is a duty of the landlord?

A. Deliver possession; repair; warranty.

B. Pay rent.

C. Waste the property.

D. Tenant must furnish.

10. Easement by prescription requires

A. Express grant

B. Necessity

C. Equitable estoppel

D. Open, continuous, actual, adverse use

Answers

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

Explanations

1. Which statement best describes warranty of title in a general warranty deed?

A. The grantor promises to defend title against claims and warrants the title.

B. The grantor promises to maintain property value but not title.

C. The grantor does not make any warranties regarding title.

D. The grantor only warrants quiet enjoyment.

In a general warranty deed, the warranty of title means the grantor guarantees the title against claims and promises to defend the title against any challenges. This is the essence of the general warranty—the grantor not only asserts ownership but also stands behind the title, ready to defend it and to clear any defects that may arise from before or during the grantor's period of ownership. Along with this defense, the deed also includes covenants like seisin, the right to convey, against encumbrances, and quiet enjoyment, but the core idea is that the grantor defends and warrants the title. So the best description is that the grantor promises to defend title against claims and warrants the title. The other options don't fit: maintaining property value isn't a title warranty, and denying any warranties contradicts the nature of a general warranty deed. While quiet enjoyment is a covenant, it isn't the only or sole warranty in such a deed.

2. What is the difference between a real covenant and an equitable servitude?

A. Real covenant runs with the land and can be enforced by damages; equitable servitude is enforced mainly by injunction and requires notice and touch/concern.

B. Equitable servitude runs with the land and allows damages; real covenant is enforced mainly by injunction.

C. Real covenants do not require notice.

D. Equitable servitudes require privity.

The key idea is how notice affects covenants that run with the land. Real covenants bind successors in interest even if the new owner has no actual notice, because they run with the land through privity of estate and touch/concern the land. Equitable servitudes, on the other hand, bind successors only if the successor has notice of the covenant, and they are typically enforced in equity by an injunction rather than damages. So stating that real covenants do not require notice points to the main distinction in how these two types of covenants operate, making it the best single descriptor of their difference.

3. Which estate is fully transferable during the life and is generally not devisable or descendible?

A. Fee Simple

B. Life Estate

C. Life Estate Pur Autre Vie

D. Fee Simple Determinable

The key idea is that a life estate can be transferred during the holder's lifetime (alienable inter vivos) but cannot be passed by will or to the holder's heirs. A life estate lasts for the life of the measuring person, and when that life ends, the estate terminates and ownership passes to the future interest holder (the remainderman) or reverts to the grantor. Because the interest ends at death, there's nothing for heirs to receive by devise or by intestate succession, which is why it's not devisable or descendible. This combination—transferable during life, but not passable by will or to heirs—fits the description provided.

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. Earnest money as liquidated damages: When is it enforceable as liquidated damages?

A. Earnest money may be liquidated damages if reasonable; otherwise penalty

B. Earnest money is always liquidated damages

C. Earnest money can never be liquidated damages

D. Earnest money is never used in land contracts

The key idea is how a liquidated damages clause is treated in real estate contracts. Earnest money can serve as liquidated damages when the amount set in the contract is a reasonable forecast of the damages the seller would suffer if the buyer breaches. In other words, it's intended to be a genuine pre-estimate of harm, not a penalty. If the amount is so large or arbitrary that it Functions as punishment rather than a fair estimate of actual damages, a court will consider it a penalty and likely refuse to enforce it. So, the best answer says the earnest money may be liquidated damages if the amount is reasonable; otherwise it is a penalty. This captures the essential distinction between a legitimate pre-estimate of damages and an unenforceable penalty. Why the other ideas aren't correct: it isn't automatic that earnest money is always liquidated damages, and it isn't never liquidated damages. Earnest money can be used as a liquidated-damages remedy when the clause meets the reasonableness standard, and it can be relevant in land contracts as part of the deal.

6. Under a race-notice statute, which condition must be satisfied for a later purchaser to prevail?

A. Record first and have no notice of prior claims.

B. Record first, regardless of notice.

C. Have notice of prior claims and record first.

D. Never record and rely on possession.

Under a race-notice statute, priority goes to the buyer who both records first and has no notice of any prior claim. In other words, you must win the race to the recording office and you must actually be unaware of the earlier claim at the time you acquire your interest. If you record first but knew about a prior claim, you don't gain priority. If you have no notice but don't record first, you don't beat the party who did record first. Possession or relying on not recording is not enough to prevail against a proper recorded interest. So the necessary condition is to record first and have no notice of prior claims.

7. 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.

8. Which of the following best describes an easement by express grant?

A. An easement created by implied use based on prior occupancy.

B. A temporary license that can be revoked.

C. An easement created by a written grant in a deed or separate instrument.

D. An easement arising by accident.

An easement by express grant is created by a written grant that conveys a right to use another person's land, typically in a deed or in a separate instrument. The document specifies the scope of the use, its location, purpose, and duration, and it runs with the land so that future owners are bound. Because it involves an interest in real property, the grant must be in writing to be enforceable (statute of frauds). This differs from easements that arise by implication or necessity, which do not rely on written language, and from a license, which is merely revocable permission and does not confer a property interest. An easement by express grant is not created by accident; it requires a deliberate written conveyance.

9. Which statement is a duty of the landlord?

A. Deliver possession; repair; warranty.

B. Pay rent.

C. Waste the property.

D. Tenant must furnish.

The landlord's duties include giving the tenant legal possession of the premises, keeping the property in repair, and providing an implied warranty of habitability. Delivering possession means the tenant can actually take control and occupy the unit at the start of the tenancy without the landlord or others blocking access. The obligation to repair covers maintaining the premises in a safe, functional condition and addressing defects that affect habitability, often aligned with housing codes. The implied warranty of habitability ensures the dwelling is fit for living, addressing essential structural, sanitary, and safety needs; if defects arise, the landlord is responsible for remedies. Paying rent is the tenant's duty, not the landlord's. Wasting or improper use of the property is typically a breach by the tenant, not a landlord duty. Furnishing the dwelling is not a universal landlord obligation unless the lease specifically requires it.

10. Easement by prescription requires

A. Express grant

B. Necessity

C. Equitable estoppel

D. Open, continuous, actual, adverse use

Prescriptive easement is created when someone uses another's land in a way that becomes automatic over time. The key elements are that the use is open and notorious (visible so the owner knows or should know), actual (the user is physically using the land), continuous (for the entire statutory period, not just sporadic), and adverse (without the owner's permission, in conflict with the owner's rights). This combination of open, continuous, actual, and adverse use is what ripens into a legal easement. Express grant, necessity, and equitable estoppel describe other ways an easement can arise, but they do not capture the required long, hostile, visible usage that prescriptive rights depend on.

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://themismberealproperty.examzify.com

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