



Chapter 2

Types of Ownership in the United States

Please note that all state rulings in the matter of law are defined by the courts and can change at any time with new court decisions. No portion of this workbook is a substitute for legal advice.

TYPES OF PROPERTY OWNERSHIP

This lesson will present an overview of property ownership in the United States. The basic concepts of property ownership are, for the most part, consistent across the country; however, there are a number of variations from state to state. Therefore, the focus of this lesson will be a general overview of property ownership.

The term *property* comes from a Latin word which means "belonging to one" or "one's own." In the United States, laws govern the ownership, transfer of ownership and the rights associated with property.

It can be said that property ownership involves "rights, privileges, and benefits, which include rights of possession, occupation, and use, as well as the right to exclude others from the property, the right to sell, lease, mortgage, give away or abandon the property."

It also can be said that property ownership gives the owner the right to receive the fruits produced by the asset of such property. Such fruits would be rent from the land, crops from fields, or fruit from trees.

The term and concept of *estate* can be traced back to the feudal system of England and can refer to four main categories of ownership or aspects thereof. They are:

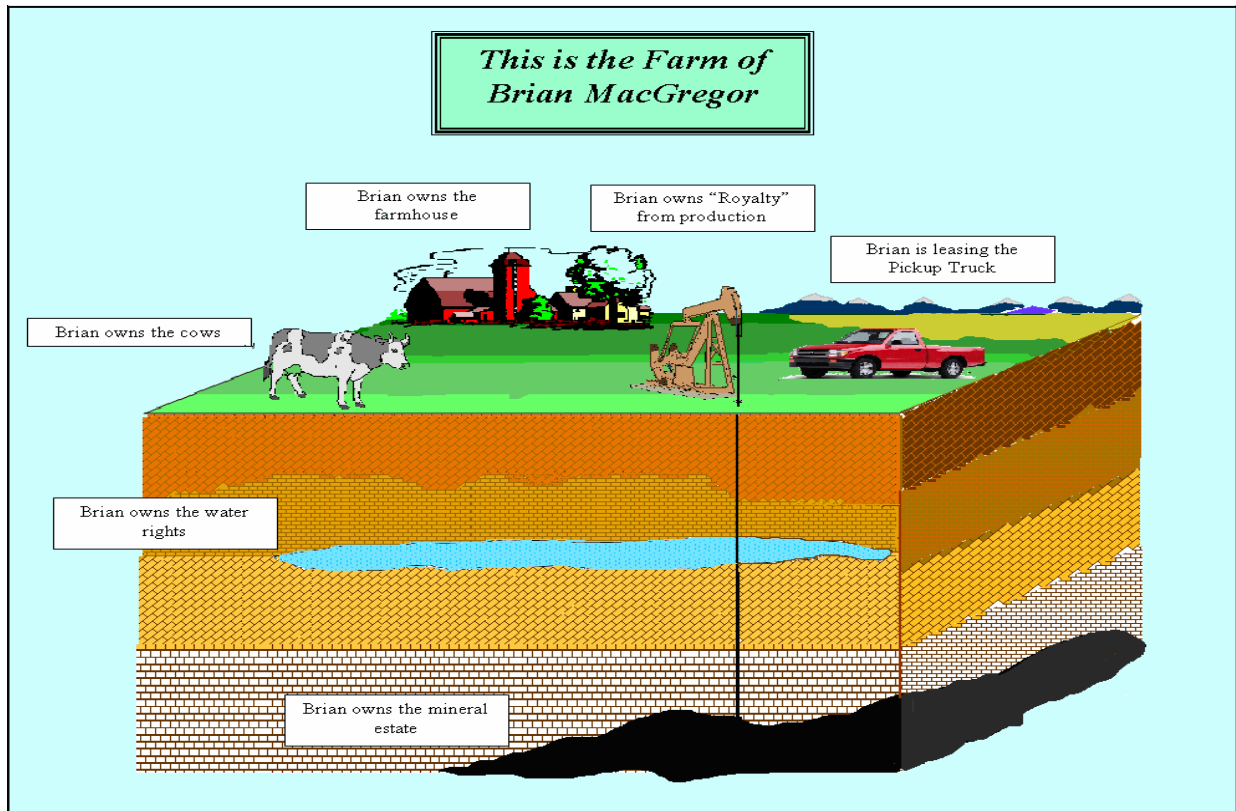
1. **FREEHOLD ESTATE** - such as *fee simple*. The term *Freehold Property* refers to the ownership of land, which allows the possessor to have the use of the property without the hindrance of another party. The owner of this type of estate has the rights of full possession. These rights continue indefinitely or until an occurrence of some event such as the sale of the property or the death of the owner.¹
2. **LEASEHOLD ESTATES** – In a leasehold estate, the tenant and/or occupant owns the rights of possession and use, but not ownership.
3. **STATUTORY ESTATES** – A *statutory estate* refers to a type of right that is associated with the property such as *community property rights, homestead rights, dower or curtesy rights* and *tenancy by the entirety*.²
4. **EQUITABLE ESTATES** – An equitable estate involves such aspects as *easements or rights of ways, liens, and encumbrances*. In such cases the party enjoys neither ownership or possession.

Conversely, *property* can be divided into several types of categories:

1. **REAL PROPERTY** – *Real property* identifies the property that is secured or fixed property, such as land or a home or a building or any article that has become forever secured to the land or structure. For oil and gas purposes, most states consider the oil and gas minerals in the ground to be real property. The oil and gas minerals that have been produced are considered to be personal property. In several states, the descent and distribution laws devise personal property to heirs different from those to whom they devise real property.³
2. **PERSONAL PROPERTY** – *Personal property* identifies all of the articles that an individual possesses apart from real property. Personal property might be jewelry, appliances or home furnishings. For oil and gas purposes, most states consider the oil and gas minerals that have been produced to be personal property. The oil and gas minerals that are still in the ground are considered to be real property. In several states, the descent and distribution laws devise personal property to heirs different from those to whom they devise real property.⁴
3. **TANGIBLE PROPERTY** – The word *tangible* comes from a word that means “to touch.” Some define *tangible property* as “all property that can be touched or seen, such as houses, cars, fences or land.”
4. **INTANGIBLE PROPERTY** – If tangible property are those things that can be seen and touched, intangible property are those items that cannot be seen, such as the rights of patent to an invention, the rights to oil and gas minerals, water rights, easement rights or even freedom of speech.
5. **CHATTEL** – Chattel includes personal property such as a car, clothing, growing crops, and an oil and gas lease.

Examples

Examine the following picture. Each of the items in the picture depicts a type of property ownership.



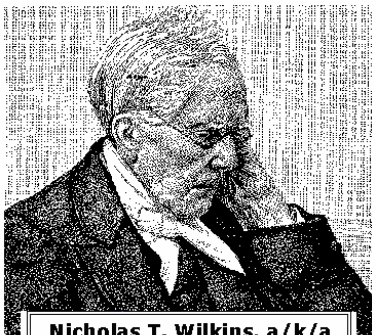
- 1 The land, house, and oil and gas minerals are considered real property.
- 2 The pickup truck, the cows and the royalty received from production are considered personal property.
- 3 The pickup truck is also considered as leasehold property.
- 4 The farmhouse, the pickup truck, the bridge and the cows are considered tangible property.
- 5 The rights to the water and rights to sign an oil and gas lease are considered intangible property.
- 6 The pickup truck, the clothes that Brian is wearing, the oil and gas lease he signed, and the cows are considered chattel.

TYPES OF OWNERSHIP AND STYLING OF THE NAMES ON AN OIL & GAS LEASE

An oil and gas lease involves two (2) parties, a "Lessor" and a "Lessee". The "lessor" is the owner of all or part of the minerals located in the described lands of the lease. The "Lessee" is the party wishing to lease the minerals and is responsible for all terms and conditions of the lease.

The exact and correct names of the parties entering the lease agreement are vitally important. Some states, such as Louisiana, even require indication of the lessor's marital status.

It is not uncommon to have a lessor whose legal name is different than the common name used by the lessor. For instance, *Nicholas Timothy Wilkins* might use any of the following names:



**Nicholas T. Wilkins, a/k/a
N.T. Wilkins, a/k/a
Timothy Wilkins, a/k/a
Tim Wilkins, a/k/a
Nick Wilkins**

- Nicholas T. Wilkins
- N.T. Wilkins
- Timothy Wilkins
- Tim Wilkins
- Nick Wilkins

In a case like this, which is the proper name to use on the oil and gas lease? To answer this question one must simply go to the vesting deed whereby the person acquired title. If the conveyance vested title into *Nicholas Wilkins*, that is how his name should appear on the oil and gas lease. If the conveyance vested title into

Tim Wilkins, that is how his name should appear on the lease.

On the other hand, it is possible that different conveying instruments show more than one name for the same person. In a case like this, the lease should contain both names such as:

Nicholas T. Wilkins, also known as Timothy Wilkins.

The lease should be signed as Nicholas T. Wilkins.

If two conveying instruments showed title vesting in both Nicholas T. Wilkins and N.T. Wilkins the lease should be styled:

Nicholas T. Wilkins, also known as N.T. Wilkins.

The lease should be signed as Nicholas T. Wilkins.

If a conveying instrument showed title vesting into a *Nancy Johnson*, but it was determined that at the time of signing the lease, she was married with a last name of Jenkins, the lease should be styled:

Nancy Jenkins, a married woman, formerly known as Nancy Johnson.

If two conveying instruments showed title vesting into a *Nancy Johnson* and also into a *Nancy Isaac's* but it was determined that at the time of signing the lease she was one and the same person and was now re-married with the name Nancy Jenkins, the lease should be styled:

Nancy Jenkins, a married woman, formerly known as Nancy Isaacs, formerly known as Nancy Johnson.

It is also recommended that if a person uses a different name than their given name, both names should appear on the lease.

The styling of the names will also vary depending on the type of ownership the lessors have in the property.

HOMESTEAD OWNERSHIP

Many states have homestead laws. A *homestead* is defined as "the home or the dwelling place of a landowner [which] will include a specific amount of the adjacent land." Homestead rights are valid only if the parties claiming these rights actually occupy the homestead property.

Homestead exemption laws are designed to safeguard those who are incapable of paying their debts. One's homestead is immune and free from all debts except taxes. Some states, however, do not exempt the homestead from prior liens or monetary penalty resulting for public offenses.

The homestead exemption does not mean that a person cannot lose their home to creditors or that a lien cannot be placed on the home. If a person borrows money on their home, the mortgage holder can foreclose and the exemption has no effect. If an unsecured creditor (someone who has loaned money without obtaining specified assets as collateral) sues and obtains a judgment, the creditor can have the ability to place a lien on the property. However, if Dr. Anthony Miles brought a \$50,000 lawsuit against Jim and Janice Anderson because of unpaid medical bills, and Dr. Miles won the case, homestead exemption laws would protect Jim and Janice from losing their home.

Under homestead exemption laws, the head of the household is entitled to the homestead exemption. Upon his or her death, the homestead exemption passes to the surviving spouse or to the surviving children until they reach an adult age.

Homestead exemption laws can vary from state to state. The following are examples of homestead exemptions in three oil and gas producing states:

In Texas,

Regardless of how title is vested, neither spouse can sell the homestead without the express written adherence of the other spouse.

If one spouse dies, the surviving spouse has the right to live in the homestead property for his or her lifetime regardless of how title was vested at the time of the spouse's death.

Any minor child would have the right to live in the home regardless of how title was vested at the time of the parent's death.

When leasing homestead lands for oil and gas purposes, if both spouses claim homestead rights, then both spouses must sign an oil and gas lease. The lease becomes void as to the non-signing spouse's interest.

Texas sets no monetary limit.

Homestead lands for a family cannot exceed 200 acres of land lying outside the city limits or 100 acres of land for a single adult.

Homestead lands cannot exceed more than 10 urban acres.⁵

In Oklahoma,

For conveyance purposes, both husband and wife should execute deeds jointly.

If one spouse dies, the surviving spouse has the right to live in the homestead property for his or her lifetime regardless of how title was vested at the time of the spouse's death.

A guardian for any minor child would have the right to live in the home regardless of how title was vested at the time of the parent's death.

When leasing homestead lands for oil and gas purposes, both spouses must sign the same lease.

In Oklahoma a homestead is unlimited in value.⁶

Homestead lands for a family cannot exceed 160 acres of land outside city limits and cannot be more than 1 acre of land within city limits.

In Louisiana,

For conveyance purposes, both husband and wife must execute jointly.

After January 1, 1980, both husband and wife must execute any oil and gas lease if the lands contain the *family home*.

The homestead exemption protects the owners from any and all liens up to \$25,000.

Homestead lands cannot exceed 200 rural acres of land or 5 urban acres of land.⁷

COMMUNITY PROPERTY OWNERSHIP

Most states that have adopted community property rules were first colonized by Spain or France. In the United States, there are nine community property states:

Arizona California Idaho Louisiana Nevada
New Mexico Texas Washington
Wisconsin (Wisconsin is not really a true community property state; however, its laws bear a strong resemblance to the laws of the other community property states.)⁸

Property in Alaska also can be considered community property if a married couple signs an agreement to that effect.

In community property states, property accumulated during the course of the marriage, any earnings, profits, income and or assets would be owned jointly by both spouses and are divided 50/50 or by a dollar value that would be equitable upon divorce, annulment or death. This is true even if only one of the parties earned and acquired all of the assets. The exceptions to this 50/50 rule would be property acquired from:

1. Gifts
2. Property acquired through inheritance
3. Property owned prior to the marriage

The concept of community property cannot be fully understood without having an understanding of separate property. Property that one spouse brings into the marriage, has acquired through gift, has acquired through inheritance, or acquired through the recovery from personal injuries is called *separate property* and would be divided according to the separate property designation of the individual states.

In many divorce situations the court will not divide the property on an equal basis. Often particular and specific circumstances are taken into consideration such as one's ability to provide for themselves. California law *mandates* a 50/50 division of community property. In Texas, a judge may

decree an *unequal division* of community property.

This joint ownership or community property should be automatically presumed unless there is some specific evidence that would indicate it to be separate property.

Community property would include the following:

1. Income received from a job during the marriage.
2. Property acquired from employment income.
3. Property, although originally classified as separate property, that became community property under the state's laws. This would occur most often when one spouse would make a gift of his or her separate property to the other spouse, or would allow the separate property to become a part of the couple's community property.

Although community property laws vary from state to state, generally, community property cannot be conveyed separately. In other words, both parties would need to sign an oil and gas lease.

SEPARATE PROPERTY IN A COMMUNITY PROPERTY STATE

In a community property state, a spouse's separate property generally includes:

1. All property the spouse owned before the marriage.
2. All property the spouse acquired through gift.
3. All property the spouse acquired through inheritance.
4. All property acquired by the spouse after the couple had legally separated
5. All property acquired through the recovery from a personal injury.

When leasing separate property, the styling of the person's name on the oil and gas lease should read as follows:

"Timothy Wilkins, a married man dealing with his sole and separate property".

COMMON LAW STATES

In all non-community property states, the ownership of *personal property* by a spouse will be administered by *common law rules*. This means that the ownership of the property will depend on how the property is "vested, titled, or held." In most cases, the key to ownership would depend on whose name or names are on the title. Many times, the property in question is property other than land, home or minerals ownership. The property involves items that do not contain a title of certificate, such as with a microwave, household

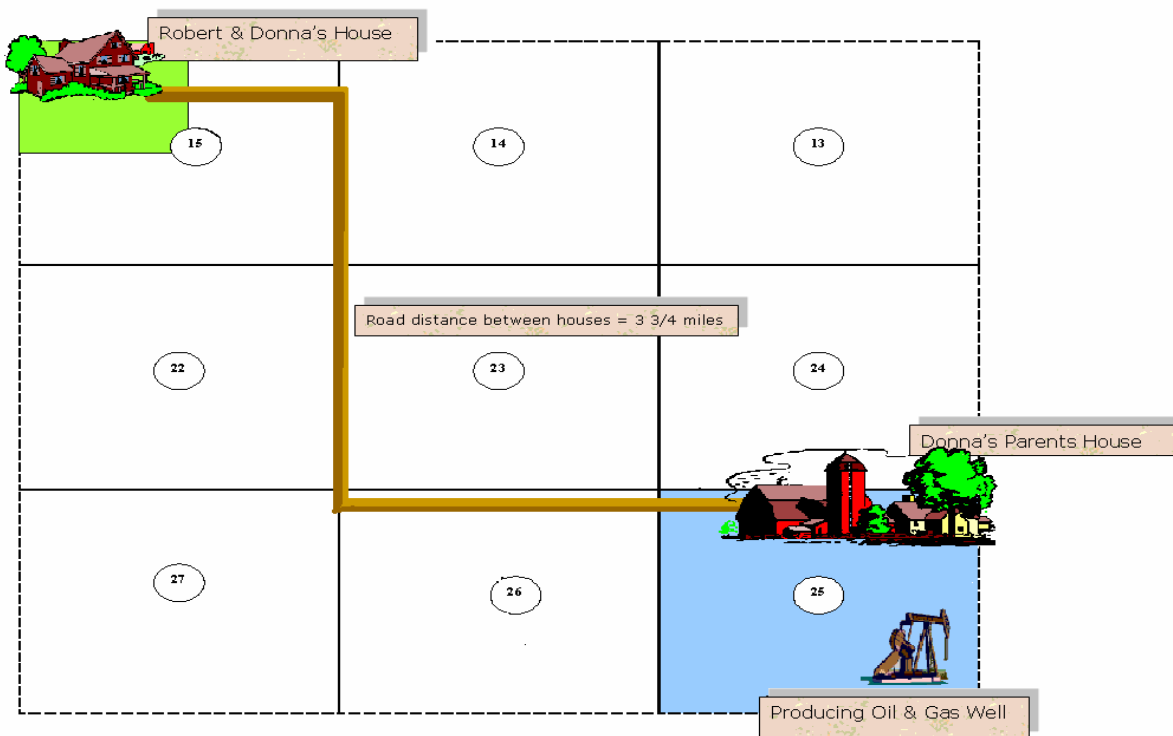
items, or jewelry. In a divorce, the person whose income was used to purchase this item generally becomes its owner. If the married couple's joint funds were used, then the property is jointly owned.

For oil and gas purposes, if the vesting title to the minerals was into *James and Martha Johnson, husband and wife* then the oil and gas lease should be styled exactly as the vesting deed showed.

Example of Community vs. Separate Property

Robert and Donna Kellogg have been happily married for many years. As a wedding gift, Donna's parents gave Robert the surface and a 50% mineral interest in the NW/4 of Section 15 located in West Texas. This gift was wrapped up in a very large box and was not opened until after the wedding ceremony. It was on this parcel of ground that the couple built their farm house and has lived ever since. Donna's parents retained the other 50% mineral ownership.

Donna's parents own a farm several miles down the road on Section 25 and, in 1972, signed an oil and gas lease on this section of land whereby a commercial well was drilled. It is currently producing. At the time this lease was signed, the parents included their 50% mineral ownership of the NW/4 of Section 15.



Two years ago, both of the parents tragically died in an automobile accident, and Donna inherited 25% in and to all of her parent's estate. Her three brothers Jim Kovak, John Kovak, and Henry Kovak inherited the remaining 75% interest.

Your company wishes to lease the oil and gas minerals in Section 15: NW/4. Which of the following people should sign the lease: Robert, Donna, Jim, John, or Henry?

In this case, since Robert received the surface and a 50% mineral interest in Section 15: NW/4 as a gift, they are not considered to be community property. Robert should sign the lease as his "sole and separate property."

The other 50% mineral interest is held by production from the well that was drilled on Section 25. Therefore, Donna and her brothers cannot sign another lease related to the 50% mineral interest they inherited from their parents.

CURTESY OWNERSHIP

The English common law system of curtesy was brought to America by the early colonists and created a provision whereby a widower could use his deceased wife's property (that is, property which she acquired and held in her own name) until his own death, but he could not sell or transfer it to anyone except children of his wife.⁹

DOWER OWNERSHIP

The English common law system of dower rights for widows was brought to America by our early colonists. These dower rights entitled a widow to a lifetime one-third interest of her husband's estate upon his death. Even if the husband died intestate, the widow's one-third share would still be recognized. Because of the dower rights of a married woman and her legal interest in any land being sold or purchased, most early deeds included the wife.

In states that still recognize dower rights, these rights now apply to both husband and wife and act more as veto power on the sale of any real property owned by the other spouse. Dower rights have been removed in many states in the United States.¹⁰

TENANTS IN COMMON

Tenancy in common is the most common type of joint ownership in real property in the United States. Unless stated otherwise, a *tenancy in common* would occur when two or more parties receive title to a piece of property. If a husband and wife were to purchase a home, unless they stated differently, they would take title to the property as *tenants in common*. Each would own a separate undivided 50% interest in the property. Each would have the right to possession of the whole property; however, individually, they would have the right to deal with their undivided interest independently from the spouse. Upon death, the deceased person's ownership would be distributed to his or her heirs or as specified in the person's Last Will and Testament.

Individuals who own a tenancy in common with someone else may, in fact, own an equal undivided co-tenant interest or may own an unequal undivided co-tenant interest. For instance, a parent's Last Will and Testament might read, "I leave all of my property to my children who are alive at the time of my death". In this case, if there were four children, each would inherit an *equal* undivided 25% co-tenancy in common with each of the other brothers and sisters. On the other hand, the parent's Last Will and Testament might read, "I leave 15% of my estate to each of my daughters to be divided equally and I leave the remaining 85% of my estate to my two sons to be divided equally." In this case, each of the daughters would inherit an undivided 7.5% co-tenant in common interest in the estate and each of the sons would inherit an undivided 42.5% co-tenant interest in common in the estate.

Tenancy in common is very much different from owning property as a joint tenant, and understanding this difference becomes critical for oil and gas land administration personnel.

A conveyance creating tenancy in common might read: *"To Norris Beal and Madge Beal, husband and wife, as tenancy in common and not as joint tenants."*

The conveyance, however, need not contain this language in order for a tenancy in common to be created.

For oil and gas purposes, each of the individual tenants in common could sign their own individual lease as such:

"Timothy Wilkins, an unmarried man dealing with his sole and separate property."

JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP

Taking title to a piece of property as *joint tenants with the rights of survivorship* is very different from taking title as *tenants in common*. With the latter, upon death, the deceased person's ownership would go to his or her heirs. With joint tenant ownership, the deceased person's ownership would immediately go to the other joint tenant. They possess the *right of survivorship*. In cases where a deed establishes three or more joint tenants, upon the death of one of the parties, title will vest equally in the other joint tenants.

It is not uncommon for married couples to take ownership as joint tenants; however, more than two parties can take ownership as joint tenants. In this type of ownership all parties own an undivided interest in the property, and when one party dies, the survivor(s) retain an undivided right to the entire property. Regardless of any provisions set forth in the decedent's will, his or her heirs are not entitled to any portion of the joint tenant estate.

Also, joint tenancy with the right of survivorship is different from tenants in common in that it must be unquestionably and expressly set out in the conveying deed. A conveyance creating joint tenants with rights of survivorship must read similarly to the following:

"To Norris Beal and Madge Beal, husband and wife, as joint tenants with the right of survivorship and not as tenants in common."

If an oil and gas company wanted to lease Norris and Madge Beal, the lease should be styled:

"Norris Beal and Badge Beal, husband and wife, as joint tenants with the right of survivorship."

Most states would recognize a joint tenancy with the right of survivorship if the deed simply read, *"To Norris Beal and Madge Beal, husband and wife, as joint tenants."* However, Texas is an exception to the rule and requires the additional language, *"with right of survivorship"*.

In order for a joint tenancy with the right of survivorship to be produced, those wishing to be the joint tenants must share in what is known as the *"four unities."* These four unities are: time, title, interest, and possession.

1. Time - the property must be acquired by all tenants at the same time.
2. Title – all joint tenants must have the same title to the property in the deed. If the conveying deed places a specific condition on one tenant but not the other(s) then they would not have the same title. In a case like this the joint tenancy would be invalid.

3. Interest - all tenants must possess the exact same interest in the property. Two owners would each own an undivided 50% interest. Three owners would each own an undivided 33.333% interest.
4. Possession – all tenants must have the rights to possess the entire property.¹¹

A joint tenancy would be invalid if any one of these four unities were missing. In cases like this, the ownership becomes a tenancy in common.

Dissolving a joint tenancy with right of survivorship

Once a joint tenancy with the right of survivorship is created, in most states, one of the joint tenants interest can be dissolved as to its right of survivorship status if the joint tenant conveys his or her interest to another party.

For example: Three brothers own a tract of land as joint tenants. As in many families, a falling out occurs between the brothers. Since one of the brothers does not want his interest to pass to the other brothers upon death, he sells his undivided interest to a fourth party. Another example might occur if three investors received title as joint tenants and one of the investors decided to sell his interest to another party. In cases like this, the joint tenancy attached to the conveyed interest becomes dissolved from the joint tenancy and the interest becomes a tenant in common interest. The other joint tenant's interests are not affected except that the joint tenancy is severed as to the sold interest.¹²

Going back into the English common law system, one joint tenant could not break the joint tenancy without a third party being involved. This third party was referred to as a *straw man*. A straw man was a party that purchased the interest from the co-tenant at a token price. The straw man would then sell the interest back to the same co-tenant at the same price, thus creating a tenant in common ownership with this interest.¹³

Currently, most states allow the joint tenancy to be broken without the use of a straw man and without the knowledge or consent of the other joint tenants. Other states, such as California and Texas, hold that a joint tenancy cannot be broken unless consent is obtained from all the other joint tenants or there is a partition of the property from the courts.

In states like New York, a joint tenant can sell his interest in the property to a third party without the consent or even the knowledge of the other joint

tenants; however, the power to extinguish the right of survivorship of the joint tenant does not take effect until the deed is recorded. If the deed is recorded, the third party and the remaining joint tenants become tenants in common.¹⁴

Problems with this approach:

Three brothers named Justin, Kevin, and Larry own a track of land as joint tenants with the right of survivor. Larry does not want his interest in the property to pass to his two brothers when he dies; therefore he breaks his joint tenancy by executing a conveyance to a straw man who immediately conveys the property back to Larry as a tenant in common. Larry does not tell his other brothers.

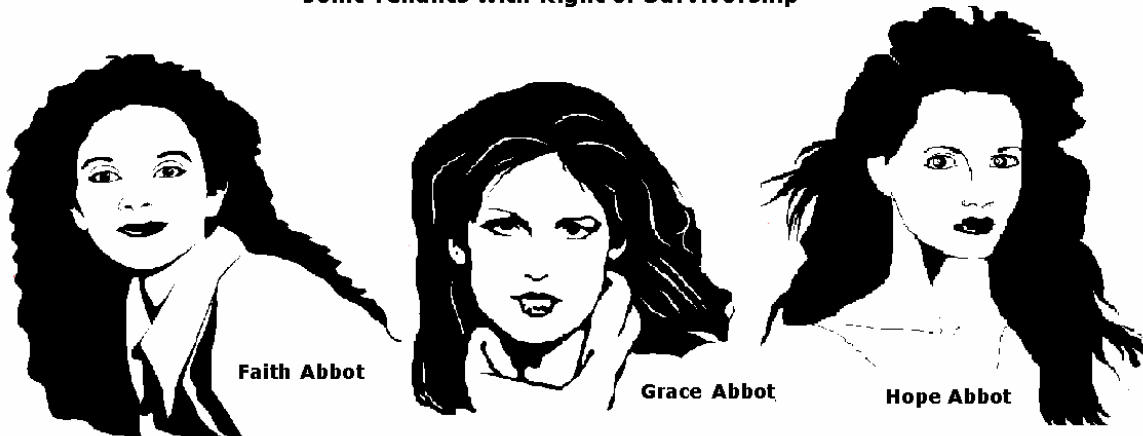
Instead of Larry dying, his brother, Justin dies. Larry does not mention the previous conveyance to his other brother. Without the knowledge of this, Justin's interest automatically passes in equal portions to the two surviving brothers – Kevin and Larry.

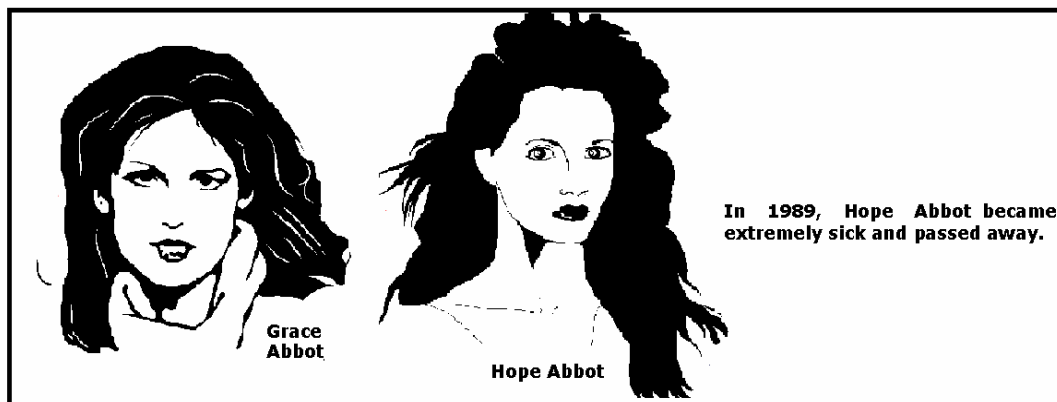
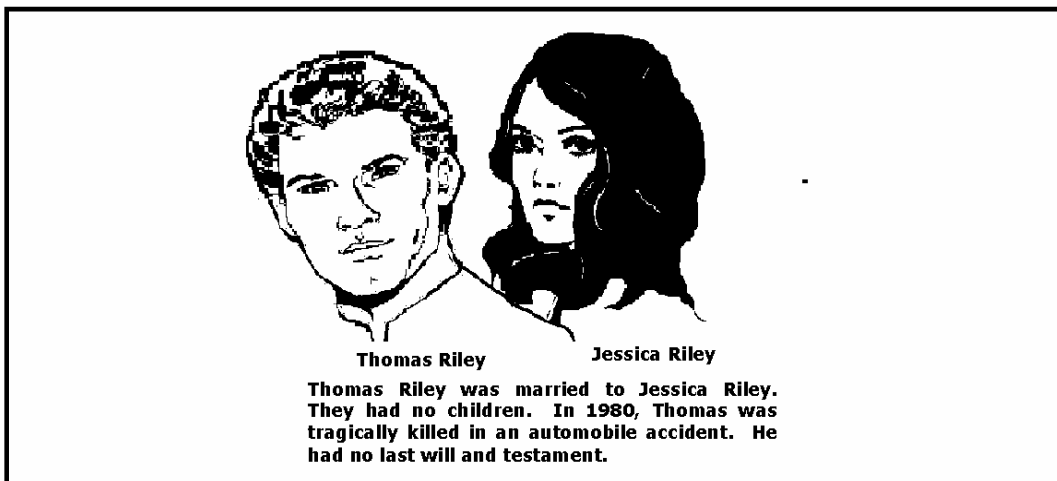
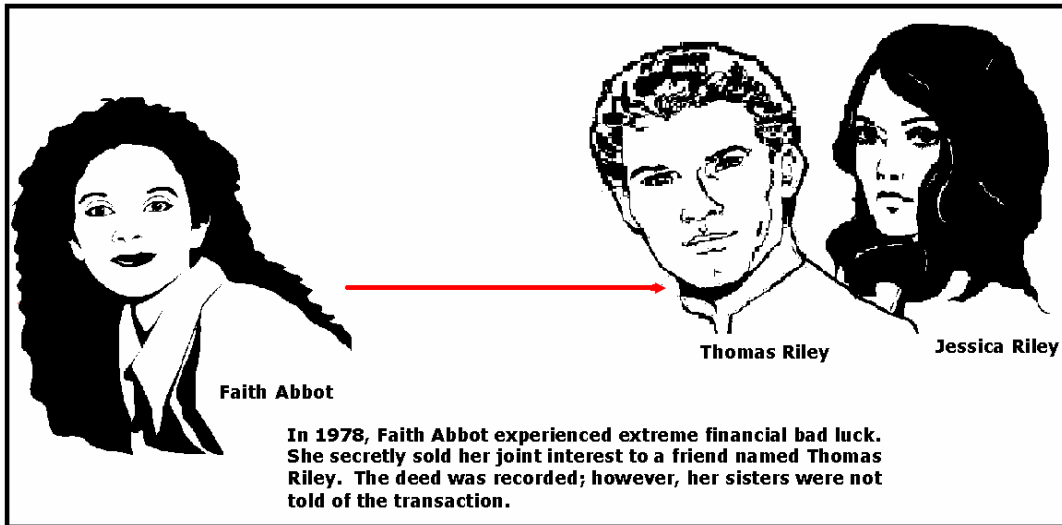
Determining ownership

In a situation where there are three or more owners, and one of the owners breaks the joint tenancy, the other joint tenant's rights are still in tact.

For example, suppose Faith, Hope, and Grace Abbot own a tract of land as joint tenants with the right of survivorship

Joint Tenants with Right of Survivorship





At this point in time, who owns what percent of the tract of land?

When Faith conveyed her interest to Thomas, that part of the property became tenants in common and upon Thomas' death, his interest would be distributed according to the laws of descent and distribution to his heirs. When Hope died, her interest would automatically pass to Grace, the sole joint tenant in the tract of land.

TENANCY BY THE ENTIRETY

Tenancy by the entirety is a type of ownership between husband and wife whereby the property is co-owned by the two while they are married. When one or the other party dies, the property will automatically pass to the surviving spouse. While they are living, the property cannot be conveyed separately by only one of the parties.

Tenancy by the entirety is based on an old common law view that saw both husband and wife as one person for purposes of owning property. As such, while they are still living, neither can separately sell, lease, mortgage or place a lien against the property.

In the United States there are 17 states and the District of Columbia that have tenancy by the entirety. They are:

Delaware	District of Columbia	Florida	Pennsylvania
Hawaii	Illinois	Indiana	Virginia
Maryland	Massachusetts	Michigan	New Jersey
Vermont	North Carolina	Ohio	Rhode Island
Tennessee	Wyoming		



Common Law saw both husband and wife as one person for the purposes of owning property

If your company wanted to lease a 160-acre tract of land in Wyoming from Ronald and Catherine Perkins, husband and wife and co-owners of the land but only received Ronald's signature because Catherine was out of town, would you have a valid lease? If Ronald died prior to Catherine's return, what portion, if any, of the property would your company own under lease?

Unfortunately, because Wyoming is a tenancy by entirety state your company's lease would be no good. At the time of Ronald's death title would automatically vest into Catherine who would own 100% of the property. Since she didn't sign the lease, and since the lease signed by Ronald was not valid without Catherine's signature, your company would own no leased lands.



Rules Regarding:

Tenants in Common

- 1. Two or more parties can take title as TIC**
- 2. Each TIC own a separate undivided interest in the property. The interest can be either equal or unequal.**
- 3. Upon death, the deceased person's ownership would be distributed as specified in the Last Will and Testament or according the laws of descent and distribution.**
- 4. Each TIC has the right to possession of the whole property; however, individually, they have the right to deal with their undivided interest independently from the spouse or other TIC.**

Tenants by Entirety

- 1. Only a husband and wfie can take tittle as TBE**
- 2. The two own the property as if they were one person**
- 3. When one or the other party dies, the property will automatically pass to the surviving spouse.**
- 4. While they are living, the property cannot be conveyed separately by only one of the parties.**

Joint Tenants

- 1. Two or more parties can take title as JTWROS**
- 2. Each JTWROS owns an *equal* undivided interest in the property. JT's cannot own unequal interests.**
- 3. Regardless of any provisions set forth in a will, the heirs are not entitled to any portion of the joint tenant estate.**
- 4. Each JTWROS has the right of possession of the whole property; however, individually, they have the right to deal with their interest independently from the spouse or other JT.**

LIFE TENANT

Through a life estate, the life tenant receives the rights of possession to the property during his or her lifetime. Generally a life tenant does not have the authority to enter into any oil and gas lease without signatures of the remaindermen. A general rule is to have the life tenant, remaindermen and their respective spouses sign any oil and gas lease. For land administration purposes, those receiving bonus, annual delay rentals, or royalty payments must be clearly established.

REMAINDERMEN

The life estate deed must establish who are named as remaindermen at the same time the life tenancy is created. As long as the life tenant is alive, the remaindermen do not have the right of possession to the property; however, title will vest in those named as remaindermen upon the death of the life tenant.

USUFRUCT

In Louisiana the term usufruct is often used. A usufruct is much like that of a life estate. Upon the death of a spouse the remaining spouse would receive the right of *use* in any property that was deemed community property prior to the death.

This right of *use* means that the surviving spouse can enjoy the fruits and income from the property; they could rent the property or live in the property.

As with a life estate, the usufruct's right of use to the property is limited in time. Usually this is for life and will terminate upon the usufruct's death. Unless stated differently in the decedent's last will and testament, the usufruct would also terminate upon remarriage of the surviving spouse. Once the remarriage takes place, the property would vest in either the children of the couple or (if there were no children) the other heirs at law.

FOOTNOTES

¹ lectlaw.com/def2/s104.

² Ibid.

³ Ibid.

⁴ Ibid.

⁵ Section 51 of Article XVI was amended effective 1/1/2000.

⁶ lawchek.net/resources/forms/que/homestead.

⁷ Ibid.

⁸ smartagreements.com/bltopics/Bltopi69.

⁹ The American Heritage® Dictionary of the English Language: Fourth Edition. 2000.

¹⁰ Ibid.

¹¹ Wikipedia, Concurrent estate, en.wikipedia.org/wiki/Concurrent_estate.

¹² George A. Snell, III, Timothy C. Dowd, Tom Daily, Greg Nibert, Rick Revles, John Sanford McDavid, "Real Property Law/Oil and Gas Law," National Association of Lease and Title Analysts Certification Manual, (July 2005), page 3-6.

¹³ Wikipedia, Concurrent estate, en.wikipedia.org/wiki/Concurrent_estate.

¹⁴ Ibid.