CHAPTER 507

RECORDING AND FILING CONVEYANCES

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507.01 CONVEYANCE AND PURCHASER.

The word "purchaser," as used in this chapter, embraces every person to whom any estate or interest in real estate is conveyed for a valuable consideration and every assignee of a mortgage, lease, or other conditional estate. The word "conveyance," as so used, includes every instrument in writing whereby any interest in real estate is created, aliened, mortgaged, or assigned or by which the title thereto may be affected in law or in equity, except wills, leases for a term not exceeding three years, and powers of attorney.

History: *(8195) RL s 3334*

507.02 CONVEYANCES BY SPOUSES; POWERS OF ATTORNEY.

If the owner is married, no conveyance of the homestead, except a mortgage for purchase money under section 507.03, a conveyance between spouses pursuant to section 500.19, subdivision 4, or a severance of a joint tenancy pursuant to section 500.19, subdivision 5, shall be valid without the signatures of both spouses. A spouse's signature may be made by the spouse's duly appointed attorney-in-fact.

Spouses who are married to each other may convey the real estate of either by their joint deed. A spouse, by separate deed, may convey any real estate owned by that spouse, except the homestead, subject to the rights of the other spouse therein; and either spouse may, by separate conveyance, relinquish all rights in the real estate so conveyed by the other spouse. Subject to the foregoing provisions, either spouse may separately appoint an attorney-in-fact to sell or convey any real estate owned by that spouse, or join in any conveyance made by or for the other spouse. Use of a power of attorney is subject to section 518.58, subdivision 1a. A minor spouse has legal capacity to join in a conveyance of real estate owned by the other spouse, so long as the minor spouse is not incapacitated because of some reason other than that spouse's minor age.

History: *(8196, 8340) RL s 3335,3456; 1907 c 123 s 1; 1967 c 508 s 2; 1979 c 123 s 5; 1986 c 444; 1995 c 130 s 5; 2004 c 234 s 1; 2014 c 266 s 3*

507.021 CONVEYANCES RECORDED 15 YEARS VALIDATED.

When a deed, assignment, or other instrument affecting the title to real estate shall have been filed or recorded in the office of the county recorder of any county, or in any public office authorized to receive such instrument for filing or recording, and shall have continued on record for 15 years and such instrument does not affirmatively show whether the grantor or assignor or person who executed the instrument was married such filing or recording and continuance thereof for such 15-year period shall be prima facie evidence that such grantor or assignor or person who executed the instrument was an unmarried person at the time of the making and delivery of such instrument, unless prior to January 1, 1924, any person claiming any estate in the land affected by such instrument, by, through or under such person or the person's spouse, heirs or devisees, shall commence an action to recover such estate and shall file a notice of lis pendens at the time

of the commencement of the action in the office of the county recorder in the county where such land is situated.

History: *(8197) 1923 c 208 s 1; 1976 c 181 s 2; 1986 c 444*

507.03 PURCHASE-MONEY MORTGAGE; NONJOINDER OF SPOUSE.

When a married individual purchases real property during marriage and mortgages the real property to secure the payment of the purchase price or any portion of it, the other spouse shall not be entitled to any inchoate, contingent, or marital property right or interest in the real property as against the mortgagee or those claiming under the mortgagee even though the other spouse did not join in the mortgage. A statement in the mortgage to the effect that the mortgage is a purchase money mortgage constitutes prima facie evidence of that fact.

If any portion of the money secured by the mortgage is used for the payment of the purchase price of the real property or any portion of it, the entire mortgage debt shall be deemed purchase money within the meaning of this section, except that any money used to pay off the balance owing under a contract for deed under which the purchaser has the right to possession of the property shall not be deemed purchase money under this section.

This section applies to every purchase-money mortgage regardless of when it was granted or created, except that this section does not affect an action or proceeding involving the validity or enforceability of a purchase money mortgage if:

(1) the action or proceeding is pending as of August 1, 2004, or is commenced before August 1, 2005; and

(2) a notice of the pendency of the action or proceeding is recorded or filed before August 1, 2005, in the office of the county recorder or registrar of titles of the county to which the property affected by the action or proceeding is located.

History: *(8198) 1909 c 29 s 1; 1909 c 465 s 1; 1986 c 444; 1992 c 463 s 1; 2004 c 234 s 2*

507.04 CONVEYANCE OF PROTECTED PERSON'S REAL PROPERTY.

Subdivision 1. **No conveyance except by court approval.** Except as otherwise provided by this section, if a protected person's right to convey an interest in real property is restricted under sections 524.5-401 to 524.5-433, no conveyance of the interest is effective unless ordered by the court pursuant to section 524.5-418. A conveyance of an interest in real property owned by the spouse of a protected person remains subject to the marital rights of the protected person unless the protected person's conservator joins in the conveyance on behalf of the protected person pursuant to a court order under section 524.5-418. This section does not revive marital rights in real property extinguished as part of a property agreement or settlement between the spouses approved by a court of competent jurisdiction, including but not limited to a valid prenuptial or postnuptial agreement, a legal separation, or any other court approved division of assets between the spouses.

Subd. 2. MS 2002 [Repealed by amendment, 2003 c 12 art 2 s 5]

Subd. 3. MS 2002 [Repealed by amendment, 2003 c 12 art 2 s 5]

Subd. 4. MS 2002 [Repealed by amendment, 2003 c 12 art 2 s 5]

Subd. 5. **Inchoate interest in real property of protected person's spouse.** In all cases where the court under section 524.5-418 has ordered a conveyance of the interest in real property owned by a protected

person or has ordered a protected person's joinder in the conveyance of an interest in real property owned by the protected person's spouse, the conveyance includes the inchoate interest of the protected person in any share or part of the real property owned by the protected person's spouse whether or not specifically mentioned in the proceedings or conveyance.

Subd. 6. **Validity of homestead conveyance.** No conveyance of the homestead is valid unless each spouse or the duly authorized legal representative of each spouse joins in the conveyance by joint deed or by separate deeds.

History: *(8201) RL s 3338; 1915 c 131 s 1; 1919 c 395 s 1; 1955 c 243 s 1; 1976 c 181 s 2; 1986 c 444; 1995 c 189 s 8; 1996 c 277 s 1; 2003 c 12 art 2 s 5*

507.05 CONVEYANCE BY CORPORATION; RESOLUTION APPOINTING ATTORNEY.

A corporation may convey its real estate by an attorney appointed by resolution of its directors or governing board, a copy of which, certified by its clerk or secretary, may be filed for record with the county recorder.

History: *(8202) RL s 3339; 1976 c 181 s 2*

507.06 QUITCLAIM DEED PASSES ALL ESTATE OF GRANTOR.

A deed of quitclaim and release shall be sufficient to pass all the estate which the grantor could convey by a deed of bargain and sale.

History: *(8203) RL s 3340*

507.061 WORDS OF INHERITANCE NOT NEEDED.

Subdivision 1. **Word "heirs" unnecessary.** The word "heirs," or other words of inheritance, shall not be necessary to create or convey an estate in fee simple.

Subd. 2. **Pre-3/2/1875 conveyances.** Every conveyance by deed without words of inheritance therein executed prior to March 2, 1875, shall be received as prima facie proof of an intention on the part of the parties thereto to convey an estate in fee simple.

History: *(8203) RL s 3340*

507.07 WARRANTY AND QUITCLAIM DEEDS.

Warranty and quitclaim deeds may be substantially in the following forms:

WARRANTY DEED

A.B., grantor, of (here insert the place of residence), for and in consideration of (here insert the consideration), conveys and warrants to C.D., grantee, of (here insert the place of residence), the following described real estate in the county of ....., in the state of Minnesota: (here describe the premises).

Dated this ..... day of ....., ...

(Signature) .....

Every such instrument, duly executed as required by law, shall be a conveyance in fee simple of the premises described to the grantee, the grantee's heirs and assigns, with covenants on the part of the grantor, the grantor's heirs and personal representatives, that the grantor is lawfully seized of the premises in fee

simple and has good right to convey the same; that the premises are free from all encumbrances; that the grantor warrants to the grantee, the grantee's heirs and assigns, the quiet and peaceable possession thereof; and that the grantor will defend the title thereto against all persons who may lawfully claim the same. Such covenants shall be obligatory upon any grantor, the grantor's heirs and personal representatives, as fully and with like effect as if written at length in such deed.

QUITCLAIM DEED

A.B., grantor, of (here insert the place of residence), for the consideration of (here insert the consideration), conveys and quitclaims to C.D., the grantee, of (here insert the place of residence), all interest in the following described real estate in the county of ....., in the state of Minnesota: (here describe the premises).

Dated this ..... day of ....., ...

(Signature) .....

Every such instrument, duly executed, shall be a conveyance to the grantee, the grantee's heirs and assigns, of all right, title, and interest of the grantor in the premises described, but shall not extend to after acquired title, unless words expressing such intention be added.

History: *(8204) RL s 3341; 1986 c 444; 1998 c 254 art 1 s 107; 2023 c 52 art 19 s 23*

507.071 TRANSFER ON DEATH DEEDS.

Subdivision 1. **Definitions.** For the purposes of this section the following terms have the meanings given:

(a) "Beneficiary" or "grantee beneficiary" means a person or entity named as a grantee beneficiary in a transfer on death deed, including a successor grantee beneficiary.

(b) "County agency" means the county department or office designated to recover medical assistance benefits from the estates of decedents.

(c) "Grantor owner" means an owner, whether individually, as a joint tenant, or as a tenant in common, named as a grantor in a transfer on death deed upon whose death the conveyance or transfer of the described real property is conditioned. Grantor owner does not include a spouse who joins in a transfer on death deed solely for the purpose of conveying or releasing statutory or other marital interests in the real property to be conveyed or transferred by the transfer on death deed.

(d) "Owner" means a person having an ownership or other interest in all or part of the real property to be conveyed or transferred by a transfer on death deed either at the time the deed is executed or at the time the transfer becomes effective. Owner does not include a spouse who joins in a transfer on death deed solely for the purpose of conveying or releasing statutory or other marital interests in the real property to be conveyed or transferred by the transfer on death deed.

(e) "Property" and "interest in real property" mean any interest in real property located in this state which is transferable on the death of the owner and includes, without limitation, an interest in real property defined in chapter 500, a mortgage, a deed of trust, a security interest in, or a security pledge of, an interest in real property, including the rights to payments of the indebtedness secured by the security instrument, a judgment, a tax lien, both the seller's and purchaser's interest in a contract for deed, land contract, purchase agreement, or earnest money contract for the sale and purchase of real property, including the rights to payments under such contracts, or any other lien on, or interest in, real property.

(f) "Recorded" means recorded in the office of the county recorder or registrar of titles, as appropriate for the real property described in the instrument to be recorded.

(g) "State agency" means the Department of Human Services or any successor agency or Direct Care and Treatment or any successor agency.

(h) "Transfer on death deed" means a deed authorized under this section.

Subd. 2. **Effect of transfer on death deed.** A deed that conveys or assigns an interest in real property, to a grantee beneficiary and that expressly states that the deed is only effective on the death of one or more of the grantor owners, transfers the interest to the grantee beneficiary upon the death of the grantor owner upon whose death the conveyance or transfer is stated to be effective, but subject to the survivorship provisions and requirements of section 524.2-702. Until a transfer on death deed becomes effective, it has no effect on title to the real property described in the deed, but it does create an insurable interest in the real property in favor of the designated grantee beneficiary or beneficiaries for purposes of insuring the real property against loss or damage that occurs on or after the transfer on death deed becomes effective. A transfer on death deed must comply with all provisions of Minnesota law applicable to deeds of real property including, but not limited to, the provisions of sections 507.02, 507.24, 507.34, 508.48, and 508A.48. If a spouse who is neither a grantor owner nor an owner joins in the execution of, or consents in writing to, the transfer on death deed, such joinder or consent shall be conclusive proof that upon the transfer becoming effective, the spouse no longer has or can claim any statutory interest or other marital interest in the interest in real property transferred by the transfer on death deed. However, such transfer shall remain an interest as identified in section 256B.15 for purposes of complying with and satisfying any claim or lien as authorized by subdivision 3.

Subd. 3. **Rights of creditors and rights of state and county under sections 246.53, 256B.15, 256D.16, 261.04, and 514.981.** The interest transferred to a beneficiary under a transfer on death deed after the death of a grantor owner is transferred subject to all effective conveyances, assignments, contracts, mortgages, deeds of trust, liens, security pledges, judgments, tax liens, and any other matters or encumbrances to which the interest was subject on the date of death of the grantor owner, upon whose death the transfer becomes effective including, but not limited to, any claim by a surviving spouse who did not join in the execution of, or consent in writing to, the transfer on death deed, and any claim or lien by the state or county agency authorized by sections 246.53, 256B.15, 256D.16, 261.04, and 514.981, if other assets of the deceased grantor's estate are insufficient to pay the amount of any such claim. A beneficiary to whom the interest is transferred after the death of a grantor owner shall be liable to account to the state or county agency with a claim or lien authorized by section 246.53, 256B.15, 256D.16, 261.04, or 514.981, to the extent necessary to discharge any such claim remaining unpaid after application of the assets of the deceased grantor owner's estate, but such liability shall be limited to the value of the interest transferred to the beneficiary. To establish compliance with this subdivision and subdivision 23, the beneficiary must record a clearance certificate issued in accordance with subdivision 23 in each county in which the real property described in the transfer on death deed is located.

Subd. 4. **Multiple grantee beneficiaries.** A transfer on death deed may designate multiple grantee beneficiaries to take title as joint tenants, as tenants in common or in any other form of ownership or tenancy that is valid under the laws of this state. If a grantee joint tenant dies before the grantor owner upon whose death the transfer occurs and no successor beneficiary for the deceased grantee is designated in the transfer on death deed, the surviving joint tenants are the successors and no interest lapses.

Subd. 5. **Successor grantee beneficiaries.** A transfer on death deed may designate one or more successor grantee beneficiaries or a class of successor grantee beneficiaries, or both. If the transfer on death deed

designates successor grantee beneficiaries or a class of successor grantee beneficiaries, the deed shall state the condition under which the interest of the successor grantee beneficiaries would vest.

Subd. 6. **Multiple joint tenant grantors.** If an interest in real property is owned as joint tenants, a transfer on death deed executed by all of the owners and, if required by section 507.02, their respective spouses, if any, that conveys an interest in real property to one or more grantee beneficiaries transfers the interest to the grantee beneficiary or beneficiaries effective only after the death of the last surviving grantor owner. If the last surviving joint tenant owner did not execute the transfer on death deed, the deed is ineffective to transfer any interest and the deed is void. An estate in joint tenancy is not severed or affected by the subsequent execution of a transfer on death deed and the right of a surviving joint tenant owner who did not execute the transfer on death deed shall prevail over a grantee beneficiary named in a transfer on death deed unless the deed specifically states that it severs the joint tenancy ownership.

Subd. 7. **Execution by attorney-in-fact.** A transfer on death deed may be executed by a duly appointed attorney-in-fact pursuant to a power of attorney which grants the attorney-in-fact the authority to execute deeds.

Subd. 8. **Recording requirements and authorization.** A transfer on death deed is valid if the deed is recorded in a county in which at least a part of the real property described in the deed is located and is recorded before the death of the grantor owner upon whose death the conveyance or transfer is effective. Notwithstanding the definition of recorded under subdivision 1, if the real property is registered property, a transfer on death deed that was recorded incorrectly or incompletely is valid if the deed was recorded before the death of the grantor owner in the office of the county recorder or the registrar of titles in a county in which at least part of the real property is located, and is memorialized on the certificate of title after death. A transfer on death deed is not effective for purposes of section 507.34, 508.47, or 508A.47 until the deed is properly recorded in the county in which the real property is located. When a transfer on death deed is presented for recording, no certification by the county auditor as to transfer of ownership and current and delinquent taxes shall be required or made and the transfer on death deed shall not be required to be accompanied by a certificate of real estate value. A transfer on death deed that otherwise satisfies all statutory requirements for recording may be recorded and shall be accepted for recording in the county in which the property described in the deed is located. If any part of the property described in the transfer on death deed is registered property, the registrar of titles shall accept the transfer on death deed for recording only if at least one of the grantors who executes the transfer on death deed appears of record to have an ownership interest or other interest in the real property described in the deed. No certification or approval of a transfer on death deed shall be required of the examiner of titles prior to recording of the deed in the office of the registrar of titles.

Subd. 9. **Deed to trustee or other entity.** A transfer on death deed may transfer an interest in real property to the trustee of an inter vivos trust even if the trust is revocable, to the trustee of a testamentary trust or to any other entity legally qualified to hold title to real property under the laws of this state.

Subd. 10. **Revocation or modification of transfer on death deed.** (a) A transfer on death deed may be revoked at any time by the grantor owner or, if there is more than one grantor owner, by any of the grantor owners. A revocation revokes the transfer on death deed in its entirety. To be effective, the revocation must be recorded in a county in which at least a part of the real property is located before the death of the grantor owner or owners who execute the revocation. Notwithstanding the definition of recorded under subdivision 1, if the real property is registered property, a revocation that was recorded incorrectly or incompletely is effective if it was recorded before the death of the grantor owner in the office of the county recorder or the registrar of titles in a county in which at least part of the real property is located, and is memorialized on

the certificate of title after death. The revocation is not effective for purposes of section 507.34, 508.47, or 508A.47 until the revocation is properly recorded in a county in which the real property is located.

(b) If a grantor owner conveys to a third party, subsequent to the recording of the transfer on death deed, by means other than a transfer on death deed, all or a part of such grantor owner's interest in the property described in the transfer on death deed, no transfer of the conveyed interest shall occur on such grantor owner's death and the transfer on death deed shall be ineffective as to the conveyed or transferred interests, but the transfer on death deed remains effective with respect to the conveyance or transfer on death of any other interests described in the transfer on death deed owned by the grantor owner at the time of the grantor owner's death.

(c) A transfer on death deed is a "governing instrument" within the meaning of section 524.2-804 and, except as may otherwise be specifically provided for in the transfer on death deed, is subject to the same provisions as to revocation, revival, and nonrevocation set forth in section 524.2-804.

Subd. 11. **Antilapse; deceased beneficiary; words of survivorship.** (a) Except when a successor grantee beneficiary is designated in the transfer on death deed for the grantee beneficiary who did not survive the grantor owner, if a grantee beneficiary who is a grandparent or lineal descendant of a grandparent of the grantor owner fails to survive the grantor owner, the issue of the deceased grantee beneficiary who survive the grantor owner take in place of the deceased grantee beneficiary. If they are all of the same degree of kinship to the deceased grantee beneficiary, they take equally. If they are of unequal degree, those of more remote degree take by right of representation.

(b) For the purposes of this subdivision, words of survivorship such as, in a conveyance to an individual, "if he or she survives me," or, in a class gift, to "my surviving children," are a sufficient indication of intent to condition the conveyance or transfer upon the beneficiary surviving the grantor owner.

(c) When issue of a deceased grantee beneficiary or members of a class take in place of the named grantee beneficiary pursuant to subdivision 5 or paragraph (a) or (b) or when a beneficiary dies and has no issue under paragraph (a), an affidavit of survivorship stating the names and shares of the beneficiaries or stating that a deceased beneficiary had no issue is not conclusive and a court order made in accordance with Minnesota probate law determining the beneficiaries and shares must also be recorded.

Subd. 12. **Lapse.** If all beneficiaries and all successor beneficiaries, if any, designated in a transfer on death deed, and also all successor beneficiaries who would take under the antilapse provisions of subdivision 11, fail to survive the grantor owner or the last survivor of the grantor owners if there are multiple grantor owners, if the beneficiary is a trust which has been revoked prior to the grantor owner's death, or if the beneficiary is an entity no longer in existence at the grantor owner's death, no transfer shall occur and the transfer on death deed is void.

Subd. 13. **Multiple transfer on death deeds.** If a grantor owner executes and records more than one transfer on death deed conveying the same interest in real property or a greater interest in the real property, or conveying part of the property in the earlier transfer on death deed, the transfer on death deed that has the latest acknowledgment date and that is recorded before the death of the grantor owner upon whose death the conveyance or transfer is conditioned is the effective transfer on death deed and all other transfer on death deeds, if any, executed by the grantor owner or the grantor owners are ineffective to transfer any interest and are void, except that if the later transfer on death deed included only part of the land of the earlier deed, the earlier deed is effective for the lands not included in the subsequent deed, absent language to the contrary in the subsequent deed.

Subd. 14. **Nonademption; unpaid proceeds of sale, condemnation, or insurance; sale by conservator or guardian.** If at the time of the death of the grantor owner upon whose death the conveyance or transfer is stated to be effective, the grantor owner did not own a part or all of the real property described in the transfer on death deed, no conveyance or transfer to the beneficiary of the nonowned part of the real property shall occur upon the death of the grantor owner and the transfer on death deed is void as to the nonowned part of the real property, but the beneficiary shall have the same rights to unpaid proceeds of sale, condemnation or insurance, and, if sold by a conservator or guardian of the grantor owner during the grantor owner's lifetime, the same rights to a general pecuniary devise, as that of a specific devisee as set forth in section 524.2-606.

Subd. 15. **Nonexoneration.** Except as otherwise provided in subdivision 3, a conveyance or transfer under a transfer on death deed passes the described property subject to any mortgage or security interest existing at the date of death of the grantor owner, without right of exoneration, regardless of any statutory obligations to pay the grantor owner's debts upon death and regardless of a general directive in the grantor owner's will to pay debts.

Subd. 16. **Disclaimer by beneficiary.** A grantee beneficiary's interest under a transfer on death deed may be disclaimed as provided in sections 524.2-1101 to 524.2-1116, or as otherwise provided by law.

Subd. 17. **Effect on other conveyances.** This section does not prohibit other methods of conveying property that are permitted by law and that have the effect of postponing ownership or enjoyment of an interest in real property until the death of the owner. This section does not invalidate any deed that is not a transfer on death deed and that is otherwise effective to convey title to the interests and estates described in the deed that is not recorded until after the death of the owner.

Subd. 18. **Notice, consent, and delivery not required.** The signature, consent or agreement of, or notice to, a grantee beneficiary under a transfer on death deed, or delivery of the transfer on death deed to the grantee beneficiary, is not required for any purpose during the lifetime of the grantor owner.

Subd. 19. **Nonrevocation by will.** A transfer on death deed that is executed, acknowledged, and recorded in accordance with this section is not revoked by the provisions of a will.

Subd. 20. **Proof of survivorship and clearance from public assistance claims and liens; recording.** An affidavit of identity and survivorship with a certified copy of a record of death as an attachment may be combined with a clearance certificate under this section and the combined documents may be recorded separately or as one document in each county in which the real estate described in the clearance certificate is located. The affidavit must include the name and mailing address of the person to whom future property tax statements should be sent. The affidavit, record of death, and clearance certificate, whether combined or separate, shall be prima facie evidence of the facts stated in each, and the registrar of titles may rely on the statements to transfer title to the property described in the clearance certificate, except in cases where a court order is required pursuant to the provisions of subdivision 11, paragraph (c).

Subd. 21. **After-acquired property.** Except as provided in this subdivision, a transfer on death deed is not effective to transfer any interest in real property acquired by a grantor owner subsequent to the date of signing of a transfer on death deed. A grantor owner may provide by specific language in a transfer on death deed that the transfer on death deed will apply to any interest in the described property acquired by the grantor owner after the signing or recording of the deed.

Subd. 22. **Anticipatory alienation prohibited.** The interest of a grantee beneficiary under a transfer on death deed which has not yet become effective is not subject to alienation; assignment; encumbrance; appointment or anticipation by the beneficiary; garnishment; attachment; execution or bankruptcy proceedings;

claims for alimony, support, or maintenance; payment of other obligations by any person against the beneficiary; or any other transfer, voluntary or involuntary, by or from any beneficiary.

Subd. 23. **Clearance for public assistance claims and liens.** Any person claiming an interest in real property conveyed or transferred by a transfer on death deed, or the person's attorney or other agent, may apply to the county agency in the county in which the real property is located for a clearance certificate for the real property described in the transfer on death deed. The application for a clearance certificate and the clearance certificate must contain the legal description of each parcel of property covered by the clearance certificate. The county agency shall provide a sufficient number of clearance certificates to allow a clearance certificate to be recorded in each county in which the real property described in the transfer on death deed is located. The real property described in the clearance certificate is bound by any conditions or other requirements imposed by the county agency as specified in the clearance certificate. If the real property is registered property, a new certificate of title must not be issued until the clearance certificate is recorded. If the clearance certificate shows the continuation of a medical assistance claim or lien after issuance of the clearance certificate, the real property remains subject to the claim or lien. If the real property is registered property, the clearance certificate must be carried forward as a memorial in any new certificate of title. The application shall contain the same information and shall be submitted, processed, and resolved in the same manner and on the same terms and conditions as provided in section 525.313 for a clearance certificate in a decree of descent proceeding, except that a copy of a notice of hearing does not have to accompany the application. The application may contain a statement that the applicant, after reasonably diligent inquiry, is not aware of the existence of a predeceased spouse or the existence of a claim which could be recovered under section 246.53, 256B.15, 256D.16, 261.04, or 514.981. If the county agency determines that a claim or lien exists under section 246.53, 256B.15, 256D.16, 261.04, or 514.981, the provisions of section 525.313 shall apply to collection, compromise, and settlement of the claim or lien. A person claiming an interest in real property transferred or conveyed by a transfer on death deed may petition or move the district court, as appropriate, in the county in which the real property is located or in the county in which a probate proceeding affecting the estate of the grantor of the transfer on death deed is pending, for an order allowing sale of the real property free and clear of any public assistance claim or lien but subject to disposition of the sale proceeds as provided in section 525.313. On a showing of good cause and subject to such notice as the court may require, the court without hearing may issue an order allowing the sale free and clear of any public assistance claim or lien on such terms and conditions as the court deems advisable to protect the interests of the state or county agency.

Subd. 24. **Form of transfer on death deed.** A transfer on death deed may be substantially in the following form:

Transfer on Death Deed

I (we) ..... (grantor owner or owners and spouses, if any, with marital status designated), grantor(s), hereby convey(s) and quitclaim(s) to ..... (grantee beneficiary, whether one or more) effective (check only one of the following)

.... on the death of the grantor owner, if only one grantor is named above, or on the death of the last of the grantor owners to die, if more than one grantor owner is named above, or

.... on the death of (name of grantor owner)

..... (must be one of the grantor owners named above), the following described real property:

(Legal description)

If checked, the following optional statement applies:

....When effective, this instrument conveys any and all interests in the described real property acquired by the grantor owner(s) before, on, or after the date of this instrument.

.....

(Signature of grantor(s))

(acknowledgment)

Subd. 25. **Form of instrument of revocation.** An instrument of revocation may be substantially in the following form:

Revocation of Transfer on Death Deed

The undersigned hereby revokes the transfer on death deed recorded on ....., ..., as Document No. ..... (or in Book ..... of ....., Page .....) in the office of the (County Recorder) (Registrar of Titles) of ..... County, Minnesota, affecting real property legally described as follows:

(legal description)

Dated:

.....

Signature

(acknowledgment)

Subd. 26. **Jurisdiction.** In counties where the district court has a probate division, the application of subdivision 11 or other issues of interpretation or validity of the transfer on death deed, and actions to enforce a medical assistance lien or claim against real property described in a transfer on death deed and any matter raised in connection with enforcement shall be determined in the probate division. In other counties, the district court shall have jurisdiction to determine any matter affecting real property purporting to be transferred by a transfer on death deed. Notwithstanding any other law to the contrary, the provisions of section 256B.15 shall apply to any proceeding to enforce a medical assistance lien or claim under chapter 524 or 525.

History: *2008 c 341 art 2 s 5; 2009 c 30 art 1 s 1,2; 2010 c 382 s 77; 2014 c 266 s 4-9; 2024 c 91 s 1; 2025 c 38 art 3 s 74*

507.072 PROPERTY INSURANCE FOR GRANTEE BENEFICIARIES OF TRANSFER ON DEATH DEEDS.

Subdivision 1. **Definitions.** (a) For purposes of this section, the following definitions apply unless the context indicates otherwise.

(b) "Grantee beneficiary" has the meaning given in section 507.071, subdivision 1.

(c) "Insurance policy" means an insurance policy governed by chapter 65A.

(d) "Transfer on death deed" means a deed described in section 507.071.

(e) "Grantor owner" has the meaning given in section 507.071, subdivision 1.

(f) "Extended coverage" or "temporary extended coverage" means insurance coverage continuing beyond the death of the named insured.

Subd. 2. **Insurance policy to include grantee beneficiary.** An insurer providing an insurance policy on real property transferred by a transfer on death deed shall provide temporary extended coverage on the real property to the designated grantee beneficiary for a period commencing on the date of death of the grantor owner and ending when the grantee beneficiary replaces the insurance policy on the insured property with an insurance policy or the expiration of the time limitations set forth in subdivision 4, whichever is sooner.

Subd. 3. **Notice to the insurer.** To obtain temporary extended coverage for a transfer on death deed as provided in this section, the grantor owner must notify the insurer of the existence of a transfer on death deed. The notice shall include the names and contact information of all designated grantee beneficiaries.

Subd. 4. **Coverage extended.** The coverage to be extended under this section applies only with respect to the insurance policy insuring the real property of the grantor owner. The period of extended coverage shall not exceed 30 days from the date of the grantor owner's death or the expiration date of the insurance policy, whichever is less. An insurer is not required to provide notice to the grantee beneficiary for cancellation of coverage following the shorter of the 30 days or expiration date of the policy or the placement of replacement insurance coverage.

Subd. 5. **Proof demanded; policy conditions.** Before making any payment for a claim under this section, the insurer may require proof that the claimant is a grantee beneficiary under a transfer on death deed, the transfer on death deed was recorded as provided in section 507.071, and that an affidavit of survivorship and death certificate of the grantor owner was recorded as provided in section 507.071. The grantee beneficiary shall comply with the conditions of the policy.

Subd. 6. **Insurable interest.** A grantee beneficiary does not hold an insurable interest in the real property described in a transfer on death deed prior to the death of the grantor owner. Any claim on the insured real property described in a transfer on death deed initiated before the death of the grantor owner or the death benefits associated with the policy prior to the death of the grantor owner shall be settled with the estate of the grantor owner, not with the grantee beneficiary. A grantee beneficiary is not entitled to recover benefits under an insurance policy extended as provided in this section in an amount greater than the grantee beneficiary's insurable interest at the time of loss or damage. A grantee beneficiary is not entitled to any amounts paid out in prior claims on the property. If the transfer on death deed designates multiple grantee beneficiaries, nothing in this section requires the insurer to pay an amount for loss or damage to the insured real property that exceeds the amount that would be owed to the grantor owner if the grantor owner was living at the time of loss or damage.

Subd. 7. **Warnings on transfer on death deeds.** On or after August 1, 2024, a transfer on death deed shall contain the following warnings in substantially the following form:

"Warning to Grantor Owner: Temporary extended coverage of any fire and casualty insurance policy on the property under Minnesota Statutes, chapter 65A, will exist only if the grantor owner has given notice to the insurer under Minnesota Statutes, section 507.072, subdivision 3, including the existence of a transfer on death deed and the names and contact information of all designated grantee beneficiaries. Any temporary extended coverage terminates on the earlier of (1) 30 days after the date of the grantor owner's death, (2) the expiration date of the policy, or (3) upon placement of a replacement insurance policy.

Warning to Grantee Beneficiary: A grantee beneficiary shall not presume insurance coverage continues after the death of the grantor owner. Upon the death of the grantor owner, the grantee beneficiary should

determine whether the provisions of Minnesota Statutes, section 507.072, apply and consult with an insurance agent or attorney."

The failure to include warnings in a transfer on death deed in accordance with this subdivision shall not invalidate the transfer on death deed or affect recording of the transfer on death deed.

History: *2024 c 91 s 2*

507.08 MS 1974 [Repealed, 1975 c 61 s 26]

507.09 FORMS APPROVED; AMENDMENTS.

The several forms of deeds, mortgages, land contracts, assignments, satisfactions, and other conveyancing instruments prepared by the Uniform Conveyancing Blanks Commission and filed by the commission with the secretary of state pursuant to Laws 1929, chapter 135, as amended by Laws 1931, chapter 34, are approved and recommended for use in the state. Such forms shall be kept on file with and be preserved by the commissioner of commerce as a public record. The commissioner of commerce may appoint an advisory task force on uniform conveyancing forms to recommend to the commissioner of commerce amendments to existing forms or the adoption of new forms. The task force shall expire, and the terms, compensation, and removal of members shall be as provided in section 15.059. The commissioner of commerce may adopt amended or new forms consistent with the laws of this state by order.

History: *(8204-2) 1931 c 272 s 1; 1975 c 61 s 2; 1979 c 50 s 62; 1980 c 516 s 2; 1982 c 424 s 130; 1983 c 260 s 62; 1983 c 289 s 114 subd 1; 1984 c 618 s 55; 1984 c 655 art 1 s 92; 1994 c 388 art 1 s 4; 1997 c 187 art 5 s 34; 2002 c 387 s 17*

507.091 CONVEYANCE TO INCLUDE NAME AND ADDRESS OF DRAFTER.

Subdivision 1. **Name and address required.** No instrument by which the title to real estate or any interest therein or lien thereon, is conveyed, created, encumbered, assigned or otherwise disposed of, shall be recorded by the county recorder or registered by the registrar of titles until the name and address of the person who or corporation which drafted the instrument is printed, typewritten, stamped or written on it in a legible manner. An instrument complies with this subdivision if it contains a statement in the following form: "This instrument was drafted by ..... (name) ..... (address)."

Subd. 2. **Exceptions.** Subdivision 1 does not apply to any instrument executed before January 1, 1970, nor to a decree, order, judgment or writ of any court, a will or death record, nor to any instrument executed or acknowledged outside the state.

Subd. 3. **If noncompliance.** The validity and effect of the record of any instrument in the office of the county recorder or registrar of titles shall not be lessened or impaired by the fact it does not comply with subdivision 1.

History: *1969 c 1118 s 1-3; 1976 c 181 s 2; 1986 c 444; 1Sp2001 c 9 art 15 s 32*

507.092 CONVEYANCE TO INCLUDE NAME AND ADDRESS OF PERSON TO RECEIVE TAX STATEMENTS.

Subdivision 1. **To get tax statements.** (a) No contract for deed or deed conveying fee title to real estate or affidavit of survivorship shall be recorded by the county recorder or registered by the registrar of titles until the name and address of the person to whom future tax statements should be sent, is printed, typewritten, stamped or written on it in a legible manner. An instrument complies with this subdivision if it contains a

statement in the following form: "Tax statements for the real property described in this instrument should be sent to:

..... (legal name of grantee) ..... (residential or business address)."

(b) The name provided under paragraph (a) must be the legal name of the grantee and the address must be the residential or business address of the grantee.

Subd. 2. **Exceptions.** Subdivision 1 does not apply to any instrument executed before January 1, 1972, nor to a decree, order, judgment or writ of any court, a will or death record, a transfer on death deed or clearance certificate under section 507.071, nor to any instrument executed or acknowledged outside the state.

Subd. 3. **If noncompliance.** The validity and effect of the record of any instrument in the office of the county recorder or registrar of titles shall not be lessened or impaired by the fact it does not comply with subdivision 1.

History: *1971 c 795 s 1; 1975 c 391 s 1; 1976 c 181 s 2; 1Sp2001 c 9 art 15 s 32; 2008 c 341 art 5 s 1; 2009 c 30 art 1 s 3,4; 2013 c 10 s 1*

507.093 STANDARDS FOR DOCUMENTS TO BE RECORDED OR FILED.

The following standards are imposed on documents to be recorded with the county recorder or the registrar of titles other than by electronic means as provided in section 507.24, except as provided in sections 505.021, subdivision 1, and 505.04 for plats; 508.47, subdivision 4, and 508A.47, subdivision 4, for registered land surveys; and 515B.2-110(c) and 515B.2-1101(c) for common interest community plats:

(1) The document shall consist of one or more individual sheets measuring no larger than 8.5 inches by 14 inches.

(2) The form of the document shall be printed, typewritten, or computer generated in black ink and the form of the document shall not be smaller than 8-point type.

(3) The document shall be on white paper of not less than 20-pound weight with no background color or images and, except for the first page, shall have a border of at least one-half inch on the top, bottom, and each side.

(4) The first page of the document shall contain a blank space at the top measuring three inches, as measured from the top of the page, and a border of one-half inch on each side and the bottom. The right half of the blank space shall be reserved for recording information and the left half shall be reserved for tax certification. Any person may attach an administrative page before the first page of the document to accommodate this standard. The administrative page may contain the document title, document date, and, if applicable, the grantor and grantee, and shall be deemed part of the document when recorded.

(5) The title of the document shall be prominently displayed at the top of the first page below the blank space referred to in clause (4), or on the administrative page.

(6) No additional sheet shall be attached or affixed to a page that covers up any information or printed part of the form.

(7) A document presented for recording must be sufficiently legible to reproduce a readable copy using the county recorder's or registrar of title's current method of reproduction.

History: *1996 c 338 art 3 s 1; 2000 c 275 s 2; 2002 c 365 s 1; 2005 c 156 art 2 s 40; 2006 c 222 s 1; 2008 c 238 art 3 s 11; 2015 c 7 s 12*

507.094 MS 2006 [Expired, 2005 c 156 art 2 s 41]

507.0941 DEFINITIONS.

For purposes of sections 507.0941 to 507.0948:

(a) "Document" means information that is:

(1) inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form; and

(2) eligible to be recorded in the land records maintained by the recorder or registrar.

(b) "Electronic" means relating to technology having electrical, digital, magnetic, wireless, optical, electromagnetic, or similar capabilities.

(c) "Electronic document" means a document that is received by the recorder or registrar in an electronic form.

(d) "Electronic Real Estate Recording Commission" and "commission" mean the commission established by sections 507.0941 to 507.0948.

(e) "Electronic signature" means an electronic sound, symbol, or process attached to or logically associated with a document and executed or adopted by a person with the intent to sign the document.

(f) "Legislative Coordinating Commission" means the commission established by section 3.303.

(g) "Paper document" means a document that a recorder or registrar receives in a form that is not an electronic document.

(h) "Person" means an individual, corporation, business trust, estate, trust, partnership, limited liability company, association, joint venture, public corporation, government or governmental subdivision, agency, or instrumentality, or any other legal or commercial entity.

(i) "Recorder" means the county recorder for the county in which a document is received.

(j) "Registrar" means the registrar of titles for the county in which a document is received.

History: *2008 c 238 art 2 s 1*

507.0942 UNIFORMITY OF APPLICATION AND CONSTRUCTION.

Persons applying or construing sections 507.0941 to 507.0948 must consider the need to promote uniformity of the law with respect to the subject matter of sections 507.0941 to 507.0948 among states that enact a law substantially similar to sections 507.0941 to 507.0948.

History: *2008 c 238 art 2 s 2*

507.0943 VALIDITY AND TIME OF RECORDING OF ELECTRONIC DOCUMENTS.

(a) If a law requires, as a condition for recording, that a document be an original, on paper or another tangible medium, or in writing, the requirement is satisfied by an electronic document satisfying sections 507.0941 to 507.0948. If a law requires or refers to something related to tangible media including, without limitation, book, certificate, floor plan, page, volume, or words derived from them, the requirement or reference is satisfied by an electronic document satisfying sections 507.0941 to 507.0948.

(b) If a law requires, as a condition for recording, that a document contain original signatures, the requirement is satisfied by an electronic signature.

(c) A requirement that a document or a signature associated with a document be attested, acknowledged, verified, witnessed, or made under oath is satisfied if the electronic signature of the person authorized to perform that act, and all other information required to be included, is attached to or logically associated with the document or signature. A physical or electronic image of a stamp, impression, or seal need not accompany an electronic signature.

(d) Notwithstanding the time of its delivery, an electronic document that is delivered to a recorder's office in recordable form is recorded for purposes of this chapter at the earlier of (i) the time the electronic document is accepted for recording or (ii) the next close of the recorder's office hours following the time of delivery.

(e) Notwithstanding the time of its delivery, an electronic document is registered as to a parcel of registered land for purposes of chapters 508 and 508A when the electronic document is memorialized or otherwise noted on the certificate of title for the parcel.

(f) A law that authorizes or requires any act to be performed with respect to any document affecting real property that is to be filed in the office of the recorder or registrar shall be deemed satisfied if the act is performed electronically in accordance with the standards established by the Electronic Real Estate Recording Commission. By way of illustration, the acts referred to in this section include, without limitation, the following words as well as words derived from them: affix, apply, attest, bind, certify, conform, contain, copy, deliver, draw, duplicate, endorse, enter, file, form, hold, issue, leave, make, mark, mount, note, open, present, print, proffer, receive, recite, record, refer, register, seal, send, sign, stamp, state, store, subscribe, witness, and write.

History: *2008 c 238 art 2 s 3; 2017 c 16 s 3*

507.0944 RECORDING OF DOCUMENTS.

(a) A recorder or registrar may:

(1) receive, index, store, archive, and transmit electronic documents;

(2) provide for access to documents and other information by electronic means;

(3) provide for search and retrieval of documents and other information by electronic means;

(4) index, store, and archive, in electronic form, paper documents accepted for recording;

(5) convert into electronic form the record of documents recorded or registered before the recorder or registrar began to record electronic documents;

(6) accept electronically any fee or tax that the recorder or registrar is authorized to collect; and

(7) agree with other officials of this state or a political subdivision of this state on procedures or processes to facilitate the electronic satisfaction of conditions to recording and the electronic payment of fees and taxes.

(b) A recorder who accepts electronic documents for recording shall:

(1) continue to accept paper documents; and

(2) place entries for paper documents and electronic documents in the same index.

(c) A registrar who accepts electronic documents for registration shall:

(1) continue to accept paper documents; and

(2) place entries for paper documents and electronic documents in the same index.

History: *2008 c 238 art 2 s 4*

507.0945 ADMINISTRATION.

(a) An Electronic Real Estate Recording Commission is created to evaluate and then may adopt standards to implement sections 507.0941 to 507.0948.

(b) The Electronic Real Estate Recording Commission shall consist of the following:

(1) three members appointed by the Minnesota Association of County Officials who are county employees, including one from within the seven-county metropolitan area, one from outside the seven-county metropolitan area, and at least one of whom is a county recorder and at least one of whom is a registrar of titles;

(2) one member appointed by the Minnesota Land Title Association;

(3) one member who represents the Minnesota Bankers Association;

(4) one member who represents the Section of Real Property Law of the Minnesota State Bar Association;

(5) one nonvoting member who is appointed by the other members of the commission and an expert in the technological aspects of electronic real estate recording; and

(6) one member who is the state archivist appointed pursuant to section 138.17.

(c) Members of the Electronic Real Estate Recording Commission shall serve four-year terms, except that (1) the initial appointments of county employees shall be for two years and (2) the expert in the technological aspects of electronic real estate recording shall serve at the pleasure of a majority of the other members of the commission. All initial terms shall commence on July 1, 2008. Members shall serve until their successors are appointed. Any member may be reappointed for successive terms.

(d) The state archivist shall call the first meeting of the Electronic Real Estate Recording Commission. At the first meeting and biennially thereafter, the commission shall elect from its membership a chair and vice-chair to serve two-year terms. Meetings may be called by the chair or the vice-chair. Meetings shall be held as often as necessary, but at least once a year.

(e) A majority of the voting members of the Electronic Real Estate Recording Commission constitutes a quorum to do business, and a majority of a quorum may act in any matter within the jurisdiction of the commission.

(f) As soon as practicable and as needed thereafter, the Electronic Real Estate Recording Commission shall identify the information technology and any other expertise it requires and report its needs to the committees of the house of representatives and the senate that have jurisdiction.

History: *2008 c 238 art 2 s 5; 2023 c 62 art 2 s 114*

507.0946 STANDARDS.

To keep the standards and practices of recorders and registrars in this state in harmony with the standards and practices of recorders' and registrars' offices in other jurisdictions that enact a law that is substantially similar to sections 507.0941 to 507.0948, and to keep the technology used by recorders and registrars in this state compatible with technology used by recorders' and registrars' offices in other jurisdictions that enact a law that is substantially similar to sections 507.0941 to 507.0948, the Electronic Real Estate Recording Commission, so far as is consistent with the purposes, policies, and provisions of sections 507.0941 to 507.0948, in adopting, amending, and repealing standards, shall consider:

(1) standards and practices of other jurisdictions;

(2) the most recent standards promulgated by national standard-setting bodies;

(3) the views of interested persons and governmental officials and entities;

(4) the needs of counties of varying size, population, and resources; and

(5) standards requiring adequate information-security protection to ensure that electronic documents are accurate, authentic, adequately preserved, and resistant to tampering.

History: *2008 c 238 art 2 s 6*

507.0947 RELATION TO ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT.

Sections 507.0941 to 507.0948 modify, limit, and supersede the federal Electronic Signatures in Global and National Commerce Act, United States Code, title 15, section 7001, et seq., but do not modify, limit, or supersede section 101(c) of that act, United States Code, title 15, section 7001(c), or authorize electronic delivery of any of the notices described in section 103(b) of that act, United States Code, title 15, section 7003(b).

History: *2008 c 238 art 2 s 7*

507.0948 DONATIONS; REIMBURSEMENT.

The Electronic Real Estate Recording Commission may accept donations of money or resources, including loaned employees or other services. The donations are appropriated to the Legislative Coordinating Commission for the sole use of the Electronic Real Estate Recording Commission.

History: *2008 c 238 art 2 s 8*

507.0949 TITLE.

Sections 507.0941 to 507.0948 may be cited as the "Minnesota Real Property Electronic Recording Act."

History: *2008 c 238 art 2 s 9*

507.10 CERTIFIED COPIES OF FORMS TO BE PRESERVED.

The board of county commissioners of each county in this state shall provide the county recorder and the judge exercising probate jurisdiction of the county with one copy of each form so approved, a copy of sections 507.09 to 507.14, a copy of the certificate of the Minnesota uniform conveyancing blanks commission contained in the book of forms filed in the office of the commissioner of commerce, and a copy of the filing certificate, to be certified as herein provided. Upon presentation to the commissioner of commerce of sufficient number of true copies of such forms, laws, and certificates in book form to carry out this provision, the commissioner shall, without charge, certify the same to be true copies thereof. Each county recorder and each judge exercising probate jurisdiction shall thereafter preserve one such certified copy on file in their respective offices for the convenient use of the public.

History: *(8204-3) 1931 c 272 s 2; 1976 c 181 s 2; 1979 c 50 s 63; 1984 c 618 s 56; 1986 c 444; 1995 c 189 s 8; 1996 c 277 s 1*

507.11 MS 1967 [Repealed, 1969 c 995 s 7]

507.12 MS 1967 [Repealed, 1969 c 995 s 7]

507.13 STANDARD FORMS ESTABLISHED.

The intent is to establish a standard set of printed forms which may be used in the state for real estate conveyancing and to fix and make uniform the fee for recording instruments drawn on such forms and for other instruments which do not conform thereto, but sections 507.09 to 507.14 shall not in any way change present rules of construction applicable to any of these instruments or to the contents thereof.

History: *(8204-6) 1931 c 272 s 5; 1979 c 50 s 64*

507.14 MINNESOTA UNIFORM CONVEYANCING BLANKS.

The forms approved and recommended for use by sections 507.09 to 507.14 may be referred to as Minnesota uniform conveyancing blanks (1931).

History: *(8204-7) 1931 c 272 s 6; 1979 c 50 s 65*

507.15 UNIFORM SHORT FORM MORTGAGE; EQUIVALENT LANGUAGE.

Subdivision 1. **Explanation and form.** In the form set out in this section, the blank spaces indicate where appropriate matter is to be supplied to complete the form. The words in parentheses are no part of the form, but indicate what matter is to be supplied to complete it or indicate changes or additions that may be made in or to it. The words in parentheses in the statutory equivalents of the form indicate what matter, used to complete the form, is to be included in such equivalents to complete them.

The use of the following short form mortgage of real property is lawful, but the use of other forms is not forbidden or invalidated:

UNIFORM SHORT FORM MORTGAGE

This statutory mortgage, made this ..... day of ....., ..., between (give name and address) mortgagor, and (give name and address) mortgagee,

Witnesseth, that to secure the payment of (give description of indebtedness and instruments evidencing same), the mortgagor, hereby mortgages to the mortgagee (give description of premises "subject to" any encumbrances thereon).

And (....., one of) the mortgagor covenants with the mortgagee the following statutory covenants;

1. To warrant the title to the premises.

2. To pay the indebtedness as herein provided.

3. To pay all taxes.

4. To keep the buildings insured against fire for $....., and against (give other hazards insured against and amount of such other insurance) for the protection of the mortgagee.

5. That the premises shall be kept in repair and no waste shall be committed.

6. That the whole of the principal sum shall become due after default, in the payment of any installment of principal or interest, or of any tax, or in the performance of any other covenant, at the option of the mortgagee.

If default be made in any payment or covenant herein, the mortgagee shall have the statutory power of sale, and on foreclosure may retain statutory costs and attorney's fees.

In witness whereof the mortgagor has duly executed this mortgage. (Or use other testimonium clause. Add signatures and other formalities of execution.)

Subd. 2. **Omissions, additions.** Any of the covenants or the power of sale in the short form mortgage may be omitted. Additional clauses, conditions, covenants and provisions may be added.

The language of the short form mortgage shall have the meaning and effect stated in the following subdivisions of this section.

MEANING OF COVENANTS IN SHORT FORM MORTGAGE

Subd. 3. **Words of mortgage; equivalent.** The expression contained in the short form mortgage "the mortgagor hereby mortgages to the mortgagee" shall be equivalent to the following:

"The mortgagor also in consideration of $1.00, paid by the mortgagee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, release and convey unto the mortgagee, his heirs, successors, and assigns forever (premises 'subject to' any encumbrances thereon as described in the mortgage) together with the hereditaments and appurtenances thereunto belonging or in any wise appertaining and all the estate, rights and interests, of the mortgagor, including all homestead and dower rights and all inchoate and contingent rights, in and to said premises; to have and to hold the above granted premises unto the mortgagee, his heirs, successors, and assigns forever; provided, that if the mortgagor, his heirs, executors or administrators, shall pay unto the mortgagee, his executors, administrators or assigns, the said sum of money mentioned in said (instruments evidencing indebtedness) and the interest thereon, at the time and in the manner aforesaid, and shall keep and perform each and every covenant herein contained on the part of the mortgagor to be kept and performed, that then this mortgage, and the estate hereby granted, shall cease, determine and become void."

Subd. 4. **Statutory covenant equivalents.** The respective statutory covenants contained in said mortgage shall have the following equivalents:

(1) Covenant 1 is equivalent to: "That the mortgagor is lawfully seized of the premises; that he has good right to mortgage the same; that the same are free from all encumbrances except as above stated; and that the mortgagor will warrant and defend the title to the same against all lawful claims."

(2) Covenant 2 is equivalent to: "That the mortgagor will pay the principal sum of money secured by this mortgage, and also the interest thereon as herein provided, and also, in case the mortgage is foreclosed by suit the costs and expenses of the foreclosure, including maximum statutory attorney's fees, which shall be allowed out of the proceeds of the sale."

(3) Covenant 3 is equivalent to: "That until the indebtedness hereby secured is fully paid the mortgagor will pay all taxes, assessments, and other governmental levies which may be assessed against or become liens on the premises, before any penalty, interests or other charge accrues, and in default thereof the mortgagee may pay the same, and the mortgagor will repay the same forthwith with interest at the mortgage rate, and the same shall become part of the debt secured by the mortgage."

(4) Covenant 4 is equivalent to: "That the mortgagor will, during all the time until the indebtedness secured by the mortgage is fully paid, keep the buildings on the premises insured against loss or damage by fire, to the amount of (the sum specified in mortgage), and against loss or damage by (any other hazard specified) to the amount of (sums specified therefore), and in a company to be approved by the mortgagee, and will assign and deliver the policies of such insurance to the mortgagee so and in such manner and form that he shall at all times, until the full payment of said indebtedness, have and hold the said policies as a collateral and further security for the payment of said indebtedness, or at the option of the mortgagee will make such policies payable in case of loss to the mortgagee as his interest may appear and will deposit them with the mortgagee, and in default of so doing, that the mortgagee may make such insurance from year to year, or for one or more years at a time, and pay the premiums therefor, and that the mortgagor will forthwith repay to the mortgagee the same, with interest at the mortgage rate, and that the same shall become a part of the debt secured by the mortgage in like manner as the principal sum. The mortgagee may retain any moneys received by him on the policies, but the same shall apply in part payment of the mortgage."

(5) Covenant 5 is equivalent to: "That the mortgagor will at all times keep the premises in good repair and suffer and commit no waste thereon, and that no buildings shall be removed or demolished without the consent of the mortgagee."

(6) Covenant 6 is equivalent to: "That should any default be made in the payment of any installments of principal or any part thereof, or in the payment of any interest or any part thereof, on any day whereon the same is made payable, or in the payment of any tax, assessment, or other governmental levy, as herein provided, or should any other default be made in any of the covenants of this mortgage, then at any time thereafter while any such default continues, the mortgagee may, at his option and without notice, declare the whole sum secured by the mortgage immediately due and payable, and thereupon the whole sum including accrued interest, secured by the mortgage, shall immediately become and be due and payable."

Subd. 5. **Power of sale equivalent.** The statutory power of sale clause contained in said mortgage immediately following covenant 6, shall be equivalent to the following:

"If default be made in the payment of the principal or interest or any part thereof, or of taxes, assessments, insurance premiums, or any other sum, when the same becomes due as herein provided, the mortgagor hereby authorizes and empowers the mortgagee forthwith to foreclose this mortgage, and to sell the mortgaged premises at public auction according to the statute in such case provided, and to apply the proceeds of the sale to pay all amounts then due on the mortgage, including principal, interest, and the amount of any taxes, assessments and insurance premiums and any other sum which may then be due to the mortgagee, and also

to pay all costs and expenses of such foreclosure sale, including maximum statutory attorney's fees, which costs, expenses, and fees the mortgagor agrees to pay."

Subd. 6. **Obligations are benefits to whom?** All the obligations of the mortgagor as set forth in this section shall be construed as applying to the mortgagor's heirs, executors, and administrators or successors; and all the rights and powers of the mortgagee shall inure for the benefit of and may be exercised by the mortgagee's executors, administrators, successors, or assigns.

Subd. 7. **Prior mortgage obligation equivalent.** The following covenant may be added to the covenants of the short form mortgage: "7. To pay principal and interest on prior mortgages." When so added it is equivalent to: "That until the indebtedness hereby secured is fully paid, the mortgagor will pay when due, whether by acceleration or otherwise all interest and principal and other sums owing to the mortgagee therein on any mortgage which is a lien on the premises prior to this mortgage, and in default of so paying all such interest and principal and other sums, the mortgagee herein may pay the same and the mortgagor will forthwith repay the same with interest at the rate of this mortgage and the same shall become a part of the debt secured by this mortgage in like manner as the principal sum."

Subd. 8. **Citation.** This section may be cited as the "Uniform Short Form Mortgage Act."

History: *(8204-9, 8204-10, 8204-11) 1931 c 204 s 1-3; 1986 c 444; 1998 c 254 art 1 s 107*

507.16 NO COVENANTS OF TITLE IMPLIED.

Except as provided in section 507.07, no covenant of title shall be implied in any conveyance or mortgage, whether such conveyance contains special covenants or not.

History: *(8205) RL s 3342; 1971 c 922 s 1*

507.161 CONVEYANCE BY DISSEISEE.

No grant or conveyance of lands, or of any interest therein, shall be void for the reason that, at the time of the execution thereof, such land was in the actual possession of another claiming adversely.

History: *(8205) RL s 3342*

507.17 CONVEYANCE INCLUDES ABUTTING VACATED PUBLIC RIGHT-OF-WAY.

Every conveyance of real estate which abuts upon a vacated street, alley, or other public right-of-way shall be construed to include that part of such right-of-way or street which, either by operation or presumption of law, attaches thereto upon such vacation, unless such conveyance expresses a contrary intention.

History: *(8208-1) 1939 c 386*

507.18 PROHIBITED RESTRICTIONS.

Subdivision 1. **Religious faith, creed, national origin, race, color.** No written instrument hereafter made, relating to or affecting real estate, shall contain any provision against conveying, mortgaging, encumbering, or leasing any real estate to any person of a specified religious faith, creed, national origin, race, or color, nor shall any such written instrument contain any provision of any kind or character discriminating against any class of persons because of their religious faith, creed, national origin, race, or color. In every such provision any form of expression or description which is commonly understood as designating or describing a religious faith, creed, national origin, race, or color shall have the same effect as if its ordinary name were used therein.

Subd. 2. **Restriction only is void.** Every provision referred to in subdivision 1 shall be void, regardless of the year the written instrument was executed, but the instrument shall have full force in all other respects and shall be construed as if no such provision were contained therein.

Subd. 3. **Words constructively defined.** As used in this section the phrase "written instruments relating to or affecting real estate," embraces every writing relating to or affecting any right, title, or interest in real estate, and includes, among other things, plats and wills; and the word "provision" embraces all clauses, stipulations, restrictions, covenants, and conditions of the kind or character referred to in subdivision 1. As used in this section, the term "protected class" means any class of persons identified by their race, color, creed, national origin, or religious beliefs.

Subd. 4. **Civil action; damages.** Every person who violates subdivision 1, or aids or incites another to do so, shall be liable in a civil action to the person aggrieved in damages not exceeding $500.

Subd. 5. **Discharge of restrictive covenants related to protected classes.** The owner of any interest in real property may record, at no cost, the statutory form provided in subdivision 6 in the office of the county recorder of any county where the real property is located to discharge and release a restrictive covenant related to a protected class permanently from the title. This subdivision does not apply to real property registered under chapters 508 and 508A. The discharge of the restrictive covenant is valid and enforceable under the law of Minnesota when the statutory form provided in subdivision 6 is properly recorded, but the instrument containing such restrictive covenants shall have full force in all other respects and shall be construed as if no such restrictive covenant were contained therein. A restrictive covenant affecting a protected class is void regardless of whether a statutory form as provided for in this section has been recorded in the office of the county recorder in the county where the real property affected by the restrictive covenant is located.

Subd. 6. **Filing; recording.** (a) The county recorder must accept the statutory form provided in this subdivision for recording when the form:

(1) has been executed before a notary;

(2) contains the legal description of the real property affected by the restrictive covenant related to a protected class;

(3) contains the date of recording of the instrument containing the restrictive covenant, and the volume and page number or document number of the instrument; and

(4) complies with all other recording requirements.

(b) The commissioner of commerce must provide electronic copies of the statutory form in this subdivision to the public at no cost.

(c) The recording of this form does not alter or affect the duration or expiration of covenants, conditions, or restrictions under section 500.20 and may not be used to extend the effect of a covenant, condition, or restriction.

(d) The statutory form that follows may be used to discharge restrictive covenants on property that limit the ownership, occupancy, use, or financing based on protected class:

DISCHARGE OF RESTRICTIVE COVENANT AFFECTING PROTECTED CLASSES

Pursuant to Minnesota Statutes, section 507.18, any restrictive covenant affecting a protected class, including covenants which were placed on the real property with the intent of restricting the use, occupancy,

ownership, or financing because of a person's race, color, creed, national origin, or religious beliefs, is discharged and released from the land described herein.

State of Minnesota, County of .....

I/we, ..., having an ownership or other interest in all or part of the real property described herein, solemnly swear that the contents of this form are true to the best of my/our knowledge, except as to those matters stated on information and belief, and that as to those matters I/we believe them to be true.

Name and Address of Owner(s) .....

The real property owned by owner(s) is located in ..... County, Minnesota, and is legally described as follows:

OWNER(s), ..., swears and affirms that Owner(s) is/are 18 years of age or older and is/are not under any legal incapacity and that the information provided in this form is true and correct based on the information available and based on reasonable information and belief:

(1) a restrictive covenant which had the intent to restrict the use, occupancy, ownership, or financing of this property based on a protected class, including race, color, creed, national origin, or religion, existed at one time related to the property described in this form;

(2) the restrictive covenant is contained in an instrument dated ....., and recorded as Document Number ..... (or in Book ..... of ....., Page.....) in the Office of the County Recorder of ....., Minnesota;

(3) restrictive covenants relating to or affecting protected classes are unenforceable and void pursuant to Minnesota Statutes, sections 507.18 and 363A.09, the United States Constitution, and the Minnesota Constitution;

(4) Minnesota Statutes, section 507.18, provides for the discharge of a restrictive covenant of the nature described herein through the use of this statutory form to permanently discharge such covenants from the land described herein and release the current and future landowner(s) from any such restrictive covenant related to or affecting protected classes;

(5) the instrument containing such restrictive covenants shall have full force in all other respects and shall be construed as if no such restrictive covenant was contained therein; and

(6) the filing of this form does not alter or change the duration or expiration of covenants, conditions, or restrictions under Minnesota Statutes, section 500.20.

The affiant(s) know(s) the matters herein stated are true and make(s) this affidavit for the purpose of documenting the discharge of the illegal and unenforceable restrictive covenants affecting protected classes.

.....

Affiant (Owner(s) Signature)

Signed and sworn before me on .....
(Date), by

..... (Affiant/Owner)

.....

Signature of Notary

Stamp

My commission expires .....

History: *(8206, 8207, 8208, 8209) 1919 c 188 s 1-3; 1953 c 480 s 1; 2019 c 45 s 1-5; 2025 c 32 art 4 s 8,9*

507.19 CONVEYANCE BY TENANT FOR LIFE OR YEARS; NO FORFEITURE.

A conveyance made by a tenant for life or years, purporting to grant a greater estate than the tenant possessed or could lawfully convey, shall not work a forfeiture of the estate of a tenant for life or years, but shall pass to the grantee all the estate which such tenant could lawfully convey.

History: *(8210) RL s 3343; 1986 c 444*

507.20 GRANTOR TO MAKE KNOWN ENCUMBRANCE.

In all conveyances by deed or mortgage of real estate upon which any encumbrance exists, the grantor, whether executing the same in the grantor's own right, or as executor, administrator, assignee, trustee, or otherwise by authority of law, shall, before the consideration is paid, by exception in the deed or otherwise, make known to the grantee the existence and nature of such encumbrance, so far as the grantor has knowledge thereof.

History: *(8211) RL s 3344; 1986 c 444*

507.21 LIABILITY OF GRANTOR WHO COVENANTS AGAINST ENCUMBRANCES.

Whoever conveys real estate by deed or mortgage containing a covenant that it is free from all encumbrances, when an encumbrance, whether known to the person conveying or not, appears of record to exist thereon, but does not exist in fact, shall be liable in an action of contract to the grantee, the grantee's heirs, executors, administrators, successors, or assigns, for all damages sustained in removing the same.

History: *(8212) RL s 3345; 1986 c 444*

507.22 MS 1971 [Repealed, 1973 c 9 s 6]

507.23 INCOMPLETE CONVEYANCE, HOW PROVEN.

When any grantor dies, or departs from or resides out of the state, not having acknowledged the grantor's conveyance, the execution thereof may be proved before any court of record by proving the handwriting of the grantor.

History: *(8216) RL s 3347; 1973 c 9 s 2; 1986 c 444*

507.235 FILING CONTRACTS FOR DEED.

Subdivision 1. **Filing required.** All contracts for deed executed on or after January 1, 1984, shall be recorded by the vendee within four months in the office of the county recorder or registrar of titles in the county in which the land is located. Any other person may record the contract. This filing period may be

extended if failure to pay the property tax due in the current year on a parcel as required in section 272.121 has prevented filing and recording of the contract. In the case of a parcel that was divided and classified under section 273.13 as class 1a or 1b, the period may be extended to October 31 of the year in which the sale occurred, and in the case of a parcel that was divided and classified under section 273.13 as class 2a, the period may be extended to November 30 of the year in which the sale occurred.

A person receiving an assignment of a vendee's interest in a contract for deed that is transferred on or after January 1, 1989, shall record the assignment within four months of the date of transfer in the office of the county recorder or registrar of titles in the county in which the land is located. For the purpose of this section, "assignment" means an assignment or other transfer of all or part of a vendee's interest in a contract for deed. Any other person may record an assignment.

Subd. 1a. **Requirements of vendor.** (a) A vendor entering into a contract for deed involving residential real property must, contemporaneously with the execution of the contract for deed deliver to the vendee a copy of the contract for deed containing original signatures in recordable form.

(b) Within four months of the execution of the contract for deed, the vendor must:

(1) pay any delinquent taxes necessary for recordation of the contract for deed; and

(2) record the contract for deed in the office of the county recorder or registrar of titles in the county in which the land is located.

(c) The following statement included in a contract for deed for other than residential real property shall constitute prima facie evidence that this subdivision does not apply: "The property is not residential real property."

(d) If the contract for deed is not in recordable form, within four months of the execution of the contract for deed, the vendor must make a good faith effort to correct the defects that rendered the contract unrecordable. A good faith effort includes but is not limited to determining the reason or reasons why the contract was not in recordable form, and revising and, if necessary, having all parties re-execute, the contract to render it in recordable form. The vendee must, in good faith, cooperate with the vendor to the extent that cooperation is necessary to correct the defects.

(e) For purposes of this subdivision:

(1) "contract for deed" means an executory contract for the conveyance of residential real property under which the seller provides financing for the purchase of the residential real property and under which the purchaser does or has a right to go into possession. Contract for deed does not include:

(i) a purchase agreement;

(ii) an earnest money contract;

(iii) an exercised option or a lease, including a lease with an option to purchase; or

(iv) a mortgage, as defined in section 287.01; and

(2) "residential real property" means real property consisting of one to four family dwelling units, one of which is intended to be occupied as the principal place of residence by:

(i) the purchaser;

(ii) if the purchaser is an entity, the natural person who is the majority or controlling owner of the entity; or

(iii) if the purchaser is a trust, the settlor of the trust.

Residential real property does not include a transaction subject to sections 583.20 to 583.32.

(f) The performance of the obligations by the vendor required under this subdivision satisfies any of the obligations of the original vendee, as required under subdivision 1.

(g) The requirements of this subdivision may not be waived or altered by any provision in a contract for deed. A provision in a contract for deed to the contrary is void and unenforceable.

Subd. 2. **Penalty for failure to file.** (a) A vendee who fails to record a contract for deed, as required by subdivision 1, is subject to a civil penalty, payable under subdivision 5, equal to two percent of the principal amount of the contract debt, unless the vendee has not received a copy of the contract for deed in recordable form, as required under subdivision 1a. Payments of the penalty shall be deposited in the general fund of the county. The penalty may be enforced as a lien against the vendee's interest in the property.

(b) A person receiving an assignment of a vendee's interest in a contract for deed who fails to record the assignment as required by subdivision 1 is subject to a civil penalty, payable under subdivision 5, equal to two percent of the original principal amount of the contract debt. Payments of the penalty must be deposited in the general fund of the county. The penalty may be enforced as a lien against the vendee's interest in the property.

Subd. 3. **Disclosure.** (a) Whenever a contract for deed or assignment of a vendee's interest in a contract for deed is not recorded and a city or county attorney requires information concerning the contract for deed or assignment of contract for deed for the performance of the attorney's duties on behalf of the city or county, the city or county attorney may request disclosure under paragraph (b).

(b) A vendor, vendee, or current or former holder of a vendor's or vendee's interest in a contract for deed, a person who collects payments made under a contract for deed, or a person in possession of the property subject to a contract for deed shall, on written request that includes a copy of this section made by the city or county attorney of the city or county in which the property is located, disclose all information known to the person relating to:

(1) the identity and residence or office mailing address of the parties to the contract for deed; and

(2) any assignments of the contract for deed.

The disclosure also must include any legible, true and correct copies of each contract for deed and assignment documents in the possession of or reasonably available to the person required to disclose.

The information must be disclosed in writing to the city or county attorney within 14 days of receipt of the written request.

Subd. 4. MS 2012 [Repealed, 2013 c 85 art 6 s 13]

Subd. 5. **Civil enforcement.** (a) A city in which the land is located or, if the land is not located within a city, the county in which the land is located, may enforce the provisions of this section. The city or county may bring an action to compel the recording of a contract for deed or any assignments of a contract for deed, an action to impose the civil penalty, or an action to compel disclosure of information.

(b) Prior to bringing an action under this subdivision to compel recording or to impose the penalty, the city or county must provide written notice to the person, subject to subdivision 1, of the person's duty to record the contract for deed or the assignment. If the person so notified fails to record the contract for deed or assignment documents within 14 days of receipt of the notice, an action may be brought.

(c) It is an affirmative defense in an enforcement action under this section that the contract for deed or assignment document is not recordable, or that section 272.121 prohibits the recording of the contract for deed or assignment, and that the defendant has provided to the city or county attorney true and correct copies of the documents within 14 days after receipt of the notice.

(d) In an action brought under this subdivision, the city or county attorney may recover costs and disbursements, including reasonable attorney fees.

History: *1983 c 342 art 2 s 25; 1984 c 593 s 45; 1984 c 655 art 1 s 69; 1988 c 566 s 1; 1988 c 719 art 19 s 25; 2009 c 130 s 2; 2010 c 233 s 1; 2013 c 85 art 6 s 6; 2024 c 123 art 16 s 2,3*

507.236 TRANSFER STATEMENT FOR CONTRACT FOR DEED.

Subdivision 1. **Definition.** In this section, "transfer statement for a contract for deed" means a document that:

(1) is a transfer statement made in compliance with section 336.9-619(a); and

(2) transfers a seller's interest in an executory contract for the sale of real estate or of an interest in real estate that entitles the purchaser to possession of the real estate.

Subd. 2. **Recording of statement.** A transferee under a transfer statement for a contract for deed is entitled to have the statement recorded as provided in section 336.9-619(b). Recording must be with the county recorder or registrar of titles in the county where the affected real estate is located.

Subd. 3. **Effects of recording.** Subject to compliance with any applicable provisions of section 508.491 or 508A.491, recording a transfer statement for a contract for deed has the following effects:

(1) it transfers from the contract seller named as debtor in the statement to the transferee all title and interest of the contract seller in the real estate described in the statement;

(2) it has the same effect as an assignment and a deed from the contract seller to the transferee; and

(3) it is a conveyance within the meaning of section 507.34.

History: *2001 c 195 art 1 s 19*

507.24 RECORDABLE, WHEN.

Subdivision 1. **General.** To entitle any conveyance, power of attorney, or other instrument affecting real estate to be recorded, it shall be legible and archivable, it shall be executed, acknowledged by the parties executing the same, and the acknowledgment certified, as required by law. All such instruments may be recorded in every county where any of the lands lie. If the conveyance, power of attorney, or other instrument affecting real estate is executed out of state, it shall be entitled to record if executed as above provided or according to the laws of the place of execution so as to be entitled to record in such place.

Subd. 2. **Original signatures required.** (a) Unless otherwise provided by law, an instrument affecting real estate that is to be recorded as provided in this section or other applicable law must contain the original signatures of the parties who execute it and of the notary public or other officer taking an acknowledgment.

However, a financing statement that is recorded as a filing pursuant to section 336.9-502(b) need not contain: (1) the signatures of the debtor or the secured party; or (2) an acknowledgment. An instrument acknowledged in a representative capacity as defined in section 358.52 on behalf of a corporation, partnership, limited liability company, or trust that is otherwise entitled to be recorded shall be recorded if the acknowledgment made in a representative capacity is substantially in the form prescribed in chapter 358, without further inquiry into the authority of the person making the acknowledgment.

(b) Any electronic instruments, including signatures and seals, affecting real estate may only be recorded in conformance with standards implemented by the Electronic Real Estate Recording Commission created under the Minnesota Real Property Electronic Recording Act, sections 507.0941 to 507.0948. The Electronic Real Estate Recording Commission created under the Minnesota Real Property Electronic Recording Act may adopt or amend standards set by the task force created in Laws 2000, chapter 391, and the Electronic Real Estate Recording Task Force created under Laws 2005, chapter 156, article 2, section 41, and may set new or additional standards to the full extent permitted in section 507.0945. Documents recorded in conformity with the standards created as part of a pilot project for the electronic filing of real estate documents implemented by the task force created in Laws 2000, chapter 391, or by the Electronic Real Estate Recording Task Force created under Laws 2005, chapter 156, article 2, section 41, are deemed to meet the requirements of this section.

(c) Notices filed pursuant to section 168A.1412, subdivisions 2, 3, and 6, need not contain an acknowledgment.

History: *(8217) RL s 3348; 1947 c 566 s 2; 1973 c 9 s 3; 1998 c 262 s 7; 2001 c 195 art 1 s 20; 2002 c 365 s 2; 2003 c 90 s 2; 2005 c 4 s 120; 2005 c 156 art 2 s 42; 2007 c 148 art 2 s 70; 2008 c 238 art 3 s 12; 2008 c 341 art 3 s 1; 2009 c 86 art 1 s 74; 2018 c 176 art 2 s 9; 2023 c 25 s 186*

507.25 CERTIFIED COPY OF RECORD MAY BE RECORDED.

A copy of the record of any conveyance or other instrument authorized by law to be recorded in the office of the county recorder in any county, or actually recorded therein in any county other than that in which the land described in or affected by the instrument was situated at the time of the record thereof, or authorized by law to be recorded in the Office of the Secretary of State or of the commissioner of management and budget, certified by the proper custodian of such record to be a true copy thereof, may be recorded in any county, with the same force and effect that the original instrument would have if so recorded.

History: *(8218) RL s 3349; 1973 c 492 s 14; 1976 c 181 s 2; 2009 c 101 art 2 s 109*

507.251 CONSTRUCTIVE NOTICE, WHEN NOT AFFECTED.

Subdivision 1. **Attestation clause, acknowledgment; defect, absence.** In any case where an instrument affecting the title to real estate, or authorizing an act affecting the title to real estate, was heretofore or is hereafter filed for record and recorded in the office of the county recorder or filed in the office of the registrar of titles of the county in this state wherein the real estate, or any part thereof, is situated, and there is apparent on the face of the instrument or the record thereof a defect in the attestation of the instrument, or the absence of any attestation, or a defect in the acknowledgment of the instrument or in the certification of the acknowledgment, or the absence of any certificate of acknowledgment, or a combination of two or more of such defects, the instrument and the filing and record thereof and certified copies of the instrument and of the record thereof shall have the same force and effect as constructive notice and the same force and effect as evidence and the same force and effect for all purposes that they would have had if no such defect or omission in attestation, acknowledgment or certification of acknowledgment had been apparent on the face of the instrument or the record thereof.

Subd. 2. **Recording and filing of wills excepted.** This section shall not apply to the recording or filing of wills.

Subd. 3. **Recording officers, liability not affected.** This section shall not be construed as relieving the county recorder or the registrar of titles of any county in this state from any penalty or liability imposed by law for accepting and recording or filing an instrument not legally entitled to record or filing.

Subd. 4. **Limitation.** This section shall not affect any action pending on March 18, 1949, or commenced before January 1, 1950, in any court in this state.

History: *1949 c 134 s 1-4; 1976 c 181 s 2*

507.26 JUDGMENTS.

A certified copy of any judgment, decree, or order made by any court of record within the state, affecting title to real estate or any interest therein, may be recorded in any county where any of the lands lie, in the same manner and with like effect as a conveyance.

History: *(8219) RL s 3350*

507.27 COPY OF WILL AND ORDER ADMITTING TO PROBATE.

An authenticated or certified copy of any will devising lands, or any interest therein, and the order admitting the will to probate, may be recorded in the office of the county recorder of the county in which the lands lie.

History: *(8220) RL s 3351; 1947 c 307 s 1; 1976 c 181 s 2*

507.28 DEEDS OF PEWS.

Deeds of pews and slips in any church may be recorded by the county recorder of the county in which such church is situated, or by the clerk of the society or proprietors, if incorporated or legally organized.

History: *(8221) RL s 3352; 1976 c 181 s 2*

507.29 AFFIDAVITS AS EVIDENCE.

Any affidavit relating to the identification, the marital status or relation, the relation as to service in the armed forces of the United States, the death, or the time of death, of any person who is a party to any instrument affecting the title to real estate, or an affidavit relating to the identification of any corporation or other legal entity which is a party to any instrument affecting the title to real estate, duly sworn to before any officer or person authorized to administer an oath under the laws of this state, shall be recordable in the office of the county recorder where such instrument is recorded.

Any such affidavit so recorded, or a certified copy thereof, is admissible as evidence in any action involving the instrument to which it relates or the title to the real estate affected by such instrument and is prima facie evidence of the facts stated therein.

History: *(8221-1, 8221-2) 1931 c 209 s 1,2; 1949 c 276 s 1; 1965 c 773 s 1; 1976 c 181 s 2*

507.291 MS 1982 [Repealed, 1984 c 603 s 29]

507.292 MS 1982 [Repealed, 1984 c 603 s 29]

507.293 MS 1982 [Repealed, 1984 c 603 s 29]

507.294 MS 1982 [Repealed, 1984 c 603 s 29]

507.30 MS 2014 [Repealed, 2016 c 158 art 1 s 215]

507.31 RAILROAD LANDS.

Subdivision 1. **Certified lists filed in counties.** Every railroad company to whom lands have been or shall be conveyed by the state to aid in the construction of its road shall prepare, at its own expense, separate lists of such lands lying within the several counties, according to the government surveys, which lists shall be compared by the commissioner of management and budget with the original lists in the commissioner's office received from the Interior Department of the general government; and each list when corrected by the commissioner shall have appended thereto a certificate that the same is a correct and complete list of the lands in the county certified to the state and by it conveyed to such company. Such lists so certified shall be filed by the companies with the county recorders of the respective counties where such lands lie, who shall keep the same as public records, and they shall be prima facie evidence of the title of such companies. In all cases where any railroad company has failed to comply with the provisions of this section, the board of county commissioners of any county in this state is hereby authorized to direct the county recorder of the county to transcribe directly from the original patents or approved lists from the United States government to the state of Minnesota and the record of deeds from the state of Minnesota to the railroad company receiving such lands. Such original patents and record of deeds being on file in the commissioner of management and budget's office, the commissioner of management and budget shall offer the needed conveniences to any county recorder who desires to make a transcript as herein provided. The county board shall furnish the county recorder with the necessary books and records. It shall be the duty of the commissioner of management and budget to carefully compare such transcribed copies of patents, approved lists or deeds with the original instruments and records on file in the commissioner's office, and when compared to so duly certify to each instrument. Such transcribed records duly certified by the commissioner of management and budget when deposited with the county recorder of any county shall be prima facie evidence of the facts therein set forth and of the original instruments so recorded; and an official transcript therefrom shall be admissible as evidence in all the courts of the state. The commissioner of management and budget shall receive no fees for services rendered. The county recorder shall receive the same fees as allowed by law for recording original instruments in the county recorder's office, which sum shall be paid by the county upon the approval of the board of county commissioners.

Subd. 2. MS 1982 [Repealed, 1984 c 618 s 61]

History: *(8223, 8224) RL s 3354,3355; 1913 c 393 s 1; 1973 c 492 s 14; 1976 c 181 s 2; 1986 c 444; 2009 c 101 art 2 s 109*

507.32 RECORD, WHEN NOTICE TO PARTIES; ASSIGNMENT OF MORTGAGE.

The record, as herein provided, of any instrument properly recorded shall be taken and deemed notice to parties. The record of an assignment of a mortgage shall not in itself be notice of such assignment to the mortgagor, the mortgagor's heirs or personal representatives, so as to invalidate any payment made by either of them to the mortgagee.

History: *(8225) RL s 3356; 1986 c 444*

507.325 MORTGAGE SECURING REVOLVING LINE OF CREDIT; NOTICE.

A mortgage securing a revolving line of credit under which advances, payments, and readvances may be made from time to time, and which states the maximum amount of the line of credit which may be secured at any one time, is effective as notice to parties from the time the mortgage is recorded as to all advances

and readvances secured thereby, regardless of the time or amount of advances, payments, or readvances and whether or not the advances or readvances are obligatory.

History: *1984 c 502 art 14 s 16*

507.327 MORTGAGES, DEEDS OF TRUST AND OTHER INSTRUMENTS OF PUBLIC UTILITIES; FILING AND RECORDING.

Subdivision 1. **Filing with secretary of state.** A mortgage or deed of trust to secure a debt executed by a public utility as defined in section 336B.01 covering the whole or part of its easements or other less than fee simple interests in real estate used in the transmission or distribution of gas, electric, or telephone service, and also covering the fixtures of the public utility which are annexed to it, may be filed in the Office of the Secretary of State along with, or as part of, the financing statement covering the fixtures. The filing of the mortgage or deed of trust has the same effect, and is notice of the rights and interests of the mortgagee or trustee in the easements and other less than fee simple interests in real estate to the same extent, as if the mortgage or deed of trust were duly recorded in the office of the county recorder, or duly registered in the office of the registrar of titles, of the counties in which the real estate is situated. The effectiveness of the filing will terminate at the same time as provided in section 336B.02, subdivision 3, for the termination of the effectiveness of fixture filing.

Subd. 2. **What constitutes a specific description.** For the purposes of this section, a mortgage or deed of trust filed under this section contains a sufficient description to give notice of the rights and interests of the mortgagee or trustee in the easements and other less than fee simple interests in the real estate used for the transmission and distribution of gas, electric, or telephone service of the public utility if the mortgage or deed of trust states that the security includes rights-of-way of or transmission or distribution systems of or lines of the public utility, or all property owned by the public utility.

Subd. 3. **Filing of prior instruments.** A mortgage or deed of trust filed before March 28, 1974, along with, or as part of, the financing statements filed under section 300.112, which complies with the provisions of this section, is filed under this section as of March 28, 1974.

Subd. 4. **Application.** This section does not apply to real estate owned in fee simple by a public utility.

History: *1974 c 272 s 1; 1976 c 181 s 2; 1984 c 628 art 5 s 1; 2005 c 69 art 1 s 21*

507.328 MORTGAGES AND DEEDS OF TRUST OF PIPELINE COMPANIES; FILING AND RECORDING.

Subdivision 1. **Filing with secretary of state.** A mortgage or deed of trust to secure a debt executed by a pipeline company engaged in the business of transporting oil, gas, petroleum products, or other commodities that may be transported by pipeline, other than a "public utility" as defined in Minnesota Statutes 1982, section 300.111, covering the whole or any part of its easements or other less than fee simple interests in real estate used in the transportation or distribution of oil, gas, petroleum products, or other commodities that may be transported by pipeline, and also covering the fixtures of the pipeline company which are annexed to the pipeline must be filed in the Office of the Secretary of State along with or as a part of the financing statement covering the fixtures. The filing of the mortgage or deed of trust shall have the same effect, and shall be notice of the rights and interests of the mortgagee or trustee in the easements and other less than fee simple interests in real estate to the same extent as if the mortgage or deed of trust were duly recorded in the office of the county recorder, or duly registered in the office of the registrar of titles of the county or counties in which the real estate is situated. The mortgages or deeds of trust may by their terms include after-acquired property, real and personal, and shall be as valid and effectual for that purpose as if the

after-acquired property were owned by, and in possession of, the company giving the mortgage and deed of trust at the time of the execution. Notwithstanding the Uniform Commercial Code the filing and recording of the mortgage and deed of trust in the office of the secretary of state shall be notice of the rights of all parties in the real and personal property and fixtures covered by the filing and will so remain until satisfied or discharged without further affidavit, continuation statement, or proceeding.

Subd. 2. **Effect of prior instrument.** For the purposes of this section, any mortgage or deed of trust filed under this section shall be deemed to contain a sufficient description to give notice of the rights and interest of the mortgagee or trustee in the easements and other less than fee simple interests in the real estate used for the transmission of oil, gas, petroleum products, or other commodities which may be transported by pipeline if the mortgage and deed of trust states that the security includes rights-of-way, transmission systems, or lines of the pipeline company, or all property owned by the pipeline company.

Subd. 3. **Nonapplication.** This section shall not apply to any real estate owned by a pipeline company in fee simple.

History: *1967 c 338 s 1,2; 1976 c 181 s 2; 1983 c 87 s 1; 1984 c 628 art 5 s 1; 2005 c 69 art 1 s 21*

507.33 CERTAIN RECITALS NOT TO CONSTITUTE NOTICE OF MORTGAGE.

Where an instrument affecting the title to real property in this state recites the existence of a mortgage against the real property, or some part thereof, where the instrument containing such recital either was recorded prior to 1900 in the office of the county recorder of the county where the real property, or some part thereof, is situated, or was filed prior to that date in a judicial proceeding affecting the real property, or some part thereof, in the district court or probate court of such county, and where the time of the maturity of the whole of the debt secured by the mortgage is not clearly stated in the recital, then such recital may be disregarded and shall not constitute notice of the mortgage, either actual or constructive, to any subsequent purchaser or encumbrancer of the real property, or any part thereof.

History: *(8225-1) 1939 c 390 s 1; 1976 c 181 s 2*

507.331 CERTAIN RECITALS DISREGARDED.

Where any instrument affecting the title to real estate in this state recites the existence of a contract for conveyance affecting such real property, or some part thereof, and the instrument containing such recital was recorded prior to 1910 in the office of the county recorder of the county wherein the real property, or some part thereof, is situated, and no action or proceeding has been taken upon such contract for conveyance and the time for performing the conditions contained in such contract expired prior to 1925, then such recital may be disregarded and shall not constitute notice of the contract for conveyance, either actual or constructive, to any subsequent purchaser or encumbrancer of the real property, or any part thereof.

History: *1941 c 192 s 1; 1976 c 181 s 2*

507.332 WHETHER RECORDED RECITAL OF UNRECORDED MORTGAGE IS NOTICE.

Subdivision 1. **No notice.** A recital of the existence of an unrecorded mortgage in an instrument:

(1) that affects title to real property and

(2) is recorded with the county recorder of the county where the real property is located,

is not actual or constructive notice to a subsequent purchaser or encumbrancer once five years have passed since the date of the instrument containing the recital, unless the conditions in subdivision 2 are met.

Subd. 2. **Notice.** If, in the circumstances described in subdivision 1, an action to foreclose the unrecorded mortgage was commenced and a notice of pendency or notice of lis pendens was recorded during the five-year period, then, the recital is actual or constructive notice of the unrecorded mortgage to a subsequent purchaser or encumbrancer of the real property.

Subd. 3. **Foreclosure period unaffected.** This section does not limit or extend the period, set out in section 541.03, to bring an action to foreclose a mortgage.

Subd. 4. **If lis pendens before March 1995.** This section does not affect a proceeding to foreclose a mortgage pending on August 1, 1994, or to be commenced in a court of this state if, before March 1, 1995, a notice of lis pendens has been recorded in the office of the county recorder or filed in the office of the registrar of titles.

History: *1943 c 180; 1947 c 626 s 1; 1976 c 181 s 2; 1994 c 388 art 1 s 5*

507.34 UNRECORDED CONVEYANCES VOID IN CERTAIN CASES.

Every conveyance of real estate shall be recorded in the office of the county recorder of the county where such real estate is situated; and every such conveyance not so recorded shall be void as against any subsequent purchaser in good faith and for a valuable consideration of the same real estate, or any part thereof, whose conveyance is first duly recorded, and as against any attachment levied thereon or any judgment lawfully obtained at the suit of any party against the person in whose name the title to such land appears of record prior to the recording of such conveyance. The fact that such first recorded conveyance is in the form, or contains the terms of a deed of quitclaim and release shall not affect the question of good faith of such subsequent purchaser or be of itself notice to the subsequent purchaser of any unrecorded conveyance of the same real estate or any part thereof.

History: *(8226) RL s 3357; 1976 c 181 s 2; 1986 c 444*

507.35 WHEN DEED TO TRUSTEE INEFFECTIVE; CURE.

When any instrument, otherwise legal, affecting the title to real estate situate in this state, granting any interest therein to or evidencing any lien thereon in favor of any person, as trustee, shall be recorded in the office of the county recorder, or filed in the office of the registrar of titles, of the county in which such real estate is situate, and the powers of such trustee and the beneficiary of such trust are not set forth in the instrument expressly or by reference to an instrument so recorded or filed such designation of such grantee, as trustee, may be disregarded and shall not be deemed to give notice to any person of the rights of any beneficiary under such trust in the real estate unless and until an instrument defining or conferring such powers of such trustee and designating the beneficiary thereunder, with a certificate attached executed by the trustee in the same manner as deeds are required to be executed by the laws of this state describing such instrument so granting an interest or evidencing a lien and stating that the same is held subject to the provisions of such trust, shall be so recorded or filed after such recording or filing of such instrument granting the interest in or evidencing such lien on the real estate.

History: *(8226-1) 1929 c 318 s 1; 1976 c 181 s 2*

507.36 INSTRUMENTS RELATING TO TIMBER, MINERALS.

Every instrument heretofore or hereafter executed in the form of a conveyance, mortgage, lease, or in any other form in any manner affecting standing timber, stone, ores, minerals, or other similar property in place in or upon the earth, when executed and acknowledged in the manner provided for the execution and acknowledgment of conveyances, may be recorded in the office of the county recorder of any county in

which such property is situated and such record shall be notice of the contents thereof and of the rights of all parties thereunder, as well after as before the severance or separation of such property from the land.

History: *(8230) RL s 3359; 1976 c 181 s 2*

507.37 MS 2014 [Repealed, 2016 c 158 art 1 s 215]

507.38 WHEN DEED NOT DEFEATED BY DEFEASANCE.

When a deed purports to be an absolute conveyance but is made or intended to be made defeasible by force of an instrument of defeasance the original conveyance shall not thereby be defeated or affected as against any person other than the maker of the defeasance, or the maker's heirs or devisees, or persons having actual notice thereof, unless the instrument of defeasance is recorded in the county where the lands lie.

History: *(8232) RL s 3361; 1986 c 444*

507.39 MS 1982 [Repealed, 1984 c 603 s 29]

507.40 MORTGAGES, HOW DISCHARGED.

A mortgage may be discharged by filing for record a certificate of its satisfaction executed and acknowledged by the mortgagee, the mortgagee's personal representative, or assignee, as in the case of a conveyance. In all cases the discharge shall be entered in the reception book and indexes as conveyances are entered. If a mortgage be recorded in more than one county and discharged of record in one of them, a certified copy of such discharge may be recorded in another county with the same effect as the original. If the discharge be by marginal entry, heretofore made, such copy shall include the record of the mortgage.

History: *(8234) RL s 3363; 1955 c 328 s 1; 1975 c 148 s 1; 1976 c 181 s 2; 1986 c 444; 2008 c 238 art 3 s 13*

507.401 TITLE INSURANCE COMPANY; MORTGAGE RELEASE CERTIFICATE.

Subdivision 1. **Definitions.** (a) The definitions in this subdivision apply to this section.

(b) "Assignment of rents and profits" means an assignment, whether in a separate document or in a mortgage, of any of the benefits accruing under a recorded or unrecorded lease or tenancy existing, or subsequently created, on property encumbered by a mortgage, which is given as additional security for the debt secured by the mortgage.

(c) "Mortgage" means a mortgage or mortgage lien, including any assignment of rents and profits given as additional security for the debt secured by that lien, on an interest in real property in this state given to secure a loan in the original principal amount of $1,500,000 or less.

(d) "Mortgagee" means:

(1) the grantee of a mortgage; or

(2) if a mortgage has been assigned of record, the last person to whom the mortgage has been assigned of record.

(e) "Mortgage servicer" means the last person to whom a mortgagor or the mortgagor's successor in interest has been instructed by a mortgagee to send payments on a loan secured by a mortgage. A person transmitting a payoff statement is the mortgage servicer for the mortgage described in the payoff statement.

(f) "Mortgagor" means the grantor of a mortgage.

(g) "Partial release" means the release of specified parcels of land from a mortgage.

(h) "Payoff statement" means a statement of the amount of:

(1) the unpaid balance of a loan secured by a mortgage, including principal, interest, and any other charges properly due under or secured by the mortgage, and interest on a per day basis for the unpaid balance; or

(2) the portion of the unpaid balance of the loan secured by the mortgage required by the mortgagee or mortgage servicer to be paid as a condition for the issuance of a partial release.

(i) "Record" means to record with the county recorder or file with the registrar of titles.

(j) "Title insurer" means a corporation or other business entity authorized and licensed to transact the business of insuring titles to interests in real property in this state under chapter 68A.

Subd. 2. **Certificate of release.** An officer or duly appointed agent of a title insurer may, on behalf of a mortgagor or a person who acquired from the mortgagor title to all or a part of the property described in a mortgage, execute a certificate of release that complies with the requirements of this section and record the certificate of release in the real property records of each county in which the mortgage is recorded if a satisfaction or release of the mortgage has not been executed and recorded after the date payment in full of the loan secured by the mortgage was sent in accordance with a payoff statement furnished by the mortgagee or the mortgage servicer.

Subd. 3. **Contents.** A certificate of release executed under this section must contain substantially all of the following:

(1) the name of the mortgagor, the name of the original mortgagee, and, if applicable, the mortgage servicer, the date of the mortgage, the date of recording, and volume and page or document number in the real property records where the mortgage is recorded, together with similar information for the last recorded assignment of the mortgage;

(2) if applicable, the date of any assignment of rents and profits, the date of its recording, and its volume and page or document number in the real property records where it has been recorded or filed, together with similar information for the last recorded assignment thereof;

(3) a statement that the mortgage was in the original principal amount of $1,500,000 or less;

(4) a statement that the person executing the certificate of release is an officer or a duly appointed agent of a title insurer authorized and licensed to transact the business of insuring titles to interests in real property in this state under chapter 68A;

(5) a statement that the certificate of release is made on behalf of the mortgagor or a person who acquired title from the mortgagor to all or a part of the property described in the mortgage;

(6) a statement that the mortgagee or mortgage servicer provided a payoff statement which was used to make full or partial payment of the unpaid balance of the loan secured by the mortgage;

(7) a statement that full or partial payment of the unpaid balance of the loan secured by the mortgage was made in accordance with the written or verbal payoff statement; and

(8) where the certificate of release affects only a portion of the land encumbered by the mortgage, a legal description of the portion being released.

Subd. 4. **Execution.** (a) A certificate of release authorized by subdivision 2 must be executed and acknowledged as required by law in the case of a deed and may be executed by a duly appointed agent of a title insurer, but such delegation to an agent by a title insurer shall not relieve the title insurer of any liability for damages caused by its agent for the wrongful or erroneous execution of a certificate of release.

(b) The appointment of agent must be executed and acknowledged as required by law in the case of a deed and must state:

(1) the title insurer as the grantor;

(2) the identity of the person, partnership, or corporation authorized to act as agent to execute and record certificates of release provided for in this section on behalf of the title insurer;

(3) that the agent has the full authority to execute and record certificates of release provided for in this section on behalf of the title insurer;

(4) the term of appointment of the agent; and

(5) that the agent has consented to and accepts the terms of the appointment.

(c) A single appointment of agent may be recorded in each county in each recording or filing office. A separate appointment of agent shall not be necessary for each certificate of release. For registered land the appointment of agent shall be shown as a memorial on each certificate of title on which a mortgage to be released by a certificate of release under this section is a memorial. The appointment of agent may be rerecorded where necessary to establish authority of the agent, but such authority shall continue until a revocation of appointment is recorded in the office of the county recorder, or registrar of titles, where the appointment of agent was recorded.

Subd. 5. **Effect.** For purposes of releasing the mortgage, a certificate of release containing the information and statements provided for in subdivision 3 and executed as provided in this section is prima facie evidence of the facts contained in it, is entitled to be recorded with the county recorder or registrar of titles, and operates as a release of the mortgage described in the certificate of release. The county recorder and the registrar of titles shall rely upon it to release the mortgage. Recording of a wrongful or erroneous certificate of release by a title insurer or its agent shall not relieve the mortgagor, or the mortgagor's successors or assigns, from any personal liability on the loan or other obligations secured by the mortgage. In addition to any other remedy provided by law, a title insurer wrongfully or erroneously recording a certificate of release under this section shall be liable to the mortgagee for actual damage sustained due to the recordings of the certificate of release.

Subd. 6. **Recording.** If a mortgage is recorded in more than one county and a certificate of release is recorded in one of them, a certified copy of the certificate of release may be recorded in another county with the same effect as the original. In all cases, the certificate of release shall be entered and indexed as satisfactions of mortgage and releases of assignments of rents and profits are entered and indexed.

Subd. 7. **Application.** This section applies only to a mortgage in the original principal amount of $1,500,000 or less.

History: *1994 c 447 s 1,2; 1996 c 338 art 1 s 13; 1997 c 222 s 58,59; 2000 c 450 s 1-4; 2014 c 198 art 4 s 19-23*

507.402 DISCHARGE OF MORTGAGE FROM CONTRACT FOR DEED SELLER.

A mortgage that encumbers the seller's interest in a contract for deed ceases to encumber real property described in a deed given pursuant to the contract if the purchaser has not joined in or consented to the mortgage in a recorded instrument and the mortgage is recorded subsequent to the recording of the contract.

History: *2003 c 5 art 2 s 2*

507.403 CERTIFICATE OF SATISFACTION; RELEASE OR PARTIAL RELEASE OF MORTGAGE BY ASSIGNEE.

Subdivision 1. **Certificate of satisfaction; release or partial release.** A certificate that complies with this section is effective to satisfy or release the mortgage or release real estate described in the certificate from the lien of the mortgage even if one or more assignments of the mortgage have not been recorded.

Subd. 2. **Execution and contents.** To be effective, the certificate under this section must be executed and acknowledged as required by law in the case of a deed, and must contain substantially all of the following:

(1) the name of the mortgagor, the name of the original mortgagee, the date of the mortgage, the date of recording, and the volume and page number or document number of the mortgage in the real property records where the mortgage is recorded; and

(2) a statement that the entity or person executing the certificate is the current holder, owner, assignee, or successor of the mortgagee's interest in the mortgage; and

(3) if a partial release, a legal description of the real property being released from the lien of the mortgage.

Subd. 3. MS 2012 [Repealed by amendment, 2013 c 10 s 2]

Subd. 4. **Effect.** For purposes of satisfying, releasing, or partially releasing the lien of a mortgage under this section, a certificate that complies with subdivision 2 is prima facie evidence of the facts contained in it, is entitled to be recorded with the county recorder or registrar of titles, operates as a satisfaction or release or partial release of the lien of the mortgage as described in the certificate. The county recorder and the registrar of titles shall rely upon it to satisfy or release or partially release the lien of the mortgage.

Subd. 5. MS 2012 [Repealed by amendment, 2013 c 10 s 2]

Subd. 5a. **Liability.** Execution or recording of a wrongful, erroneous, or unauthorized certificate under this section does not relieve the mortgagor or the mortgagor's successors or assigns from any personal liability on the obligations secured by the mortgage, and, in addition to any other remedies provided by law, a person or entity who wrongfully, erroneously, or without authority executes the certificate is liable to the mortgagee, the mortgagee's assigns, and any person or entity for actual damages sustained due to the execution or recording of the certificate, together with reasonable attorney fees, costs, and disbursements incurred by the damaged party as a result.

Subd. 6. **Effective date.** This section is effective March 22, 2013, and applies to any mortgage and any certificate under this section wherever or whenever executed, and whether recorded before, on, or after March 22, 2013.

History: *2004 c 153 s 1; 2013 c 10 s 2; 2014 c 266 s 10*

507.41 PENALTY FOR FAILURE TO DISCHARGE.

When any mortgagee, mortgagee's personal representative or assignee, upon full performance of the conditions of the mortgage, shall fail to discharge the same within ten days after being thereto requested and after tender of the mortgagee's reasonable charges therefor, that mortgagee shall be liable to the mortgagor, the mortgagor's heirs or assigns, for all actual damages thereby occasioned; and a claim for such damages may be asserted in an action for discharge of the mortgage. If the defendant be not a resident of the state, such action may be maintained upon the expiration of 60 days after the conditions of the mortgage have been performed, without such previous request or tender.

History: *(8235) RL s 3364; 1986 c 444*

507.411 CORPORATE CHANGE NOTED IN ASSIGNMENT, SATISFACTION, OR RELEASE.

When a change in the name or identity of a corporate mortgagee or assignee of the mortgagee is caused by or results from a merger, consolidation, amendment to charter or articles of incorporation, or conversion of articles of incorporation or charter from federal to state, from state to federal, or from one form of entity to another, a mortgage assignment, satisfaction, or release that is otherwise recordable and that specifies in the body of the instrument the merger, consolidation, amendment, or conversion event causing the change in name or identity is in recordable form. The assignment, satisfaction, or release is entitled to be recorded in the office of the county recorder or filed with the registrar of titles, without further evidence of corporate merger, consolidation, amendment, or conversion. For purposes of assigning, satisfying, or releasing the mortgage, the assignment, satisfaction, or release is prima facie evidence of the facts stated in it with respect to the corporate merger, consolidation, amendment, or conversion, and the county recorder and the registrar of titles shall rely upon it to assign, satisfy, or release the mortgage.

History: *1991 c 4 s 1; 1991 c 144 s 2; 1993 c 6 s 1; 1995 c 92 s 1*

507.412 SATISFACTION OR RELEASE BY FEWER THAN ALL MORTGAGEES.

A real estate mortgage securing an undivided debt owned by more than one mortgagee or assignee, including joint tenants, may be satisfied or released by an instrument executed by any one of the mortgagees or assigns unless the mortgage specifically states otherwise. The debt is presumed to be undivided unless the mortgage specifically states otherwise. This section does not affect the rights or liabilities of the holders of the debt secured by the mortgage as among themselves. Unless the mortgage specifically states otherwise, this section does not permit fewer than all of the holders of a mortgage to assign, amend, extend, or foreclose the mortgage, or to discharge the secured debt, as distinguished from satisfying or releasing the mortgage.

History: *1992 c 463 s 2*

507.413 AUTHORITY OF MORTGAGEE DESIGNATED AS NOMINEE OR AGENT.

(a) An assignment, satisfaction, release, or power of attorney to foreclose is entitled to be recorded in the office of the county recorder or filed with the registrar of titles and is sufficient to assign, satisfy, release, or authorize the foreclosure of a mortgage if:

(1) a mortgage is granted to a mortgagee as nominee or agent for a third party identified in the mortgage, and the third party's successors and assigns;

(2) a subsequent assignment, satisfaction, release of the mortgage, or power of attorney to foreclose the mortgage, is executed by the mortgagee or the third party, its successors or assigns; and

(3) the assignment, satisfaction, release, or power of attorney to foreclose is in recordable form.

The county recorder and registrar of titles shall rely upon this assignment, satisfaction, release, or power of attorney to foreclose to assign, satisfy, release, or foreclose the mortgage.

(b) This section applies to any mortgage, assignment, satisfaction, release, or power of attorney to foreclose executed, recorded, or filed before, on, or after August 1, 2004.

History: *2004 c 153 s 2*

507.42 CERTAIN DEEDS VALIDATED.

All deeds for the conveyance of real estate made and executed by a personal representative of the estate of a deceased person, pursuant to the order of any court of this state exercising probate jurisdiction authorizing and directing the making and execution of such instrument, where the execution thereof was otherwise valid, and in which instrument the description of the property conveyed does not correspond with the description set forth in the order of the court authorizing and directing the making and execution of such instrument, the same are hereby validated and legalized, and such conveyances are hereby made valid as to the property described in the order of the court authorizing and directing the making and execution of such instrument.

History: *1975 c 347 s 9; 1995 c 189 s 8; 1996 c 277 s 1*

507.421 ESTATES AND TRUSTS; CONVEYANCES, SATISFACTIONS, GRANTS, AND RELEASES.

Subdivision 1. **Made to estate or trust.** A conveyance or grant of an interest in real or personal property made to the estate of a decedent, to the estate of a ward or conservatee, to the ward's or conservatee's guardian or conservator, or to a trust, including a trust in the form of a pension or profit-sharing plan, that names the estate, the guardian, the conservator, or the trust as the grantee of the interest, is a valid and effective conveyance or grant to the personal representative, to the ward or conservatee, or to the trustee of the trust, in like manner and effect as if the personal representative, ward, conservatee, or trustee had been named the grantee of the conveyance or grant.

Subd. 2. **Made by estate or trust.** A satisfaction, release, conveyance, or grant of an interest in real or personal property that is made by an estate, a guardian, a conservator, or trust described in subdivision 1, that names the estate, the guardian, the conservator, or trust as the holder or grantor of the interest, and that is executed by the personal representative, ward, conservatee, or trustee authorized to execute the instrument, is a valid and effective satisfaction, release, conveyance, or grant of the interest, in like manner and effect as if the personal representative, guardian, conservator, or trustee had been named the holder or the grantor in the satisfaction, release, conveyance, or grant.

History: *1998 c 262 s 8; 1999 c 11 art 4 s 3*

507.422 CERTAIN COUNTY CONVEYANCES VALIDATED.

No deed of conveyance of real estate made by a county in this state that has been of record with the county recorder or registrar of titles for more than five years shall be held invalid or void for failure to comply with the requirements of section 373.01, subdivision 1, clause (4).

History: *2002 c 403 s 3*

507.45 RESIDENTIAL REAL ESTATE CLOSINGS.

Subdivision 1. **By whom; fee authorized.** Residential real estate closing services may be provided and a fee charged by a licensed attorney, real estate broker, real estate salesperson, and real estate closing agent.

Subd. 2. **Notice of closing agent's fee.** No charge for closing services, except a charge disclosed under Regulation Z, Code of Federal Regulations, title 12, part 226, and except a charge for which an estimate has been given pursuant to the federal Real Estate Settlement Procedures Act, and regulations thereunder, may be made by a closing agent unless the party to be charged is informed of the charge in writing at least five business days before the closing by or on behalf of the party charging for the closing services.

Subd. 3. **Requirements for real estate personnel.** If the closing services are to be provided by a real estate broker, real estate salesperson, or real estate closing agent, the following regulations shall apply.

(a) The written contract for closing services shall state in at least 10-point type that the real estate broker, real estate salesperson, or real estate closing agent has not and, under applicable state law, may not express opinions regarding the legal effect of the closing documents or of the closing itself.

(b) No closing fee may be charged in connection with the transfer of the legal or equitable ownership of a property if a closing is performed without either a mortgagee's or owner's title insurance commitment or a legal opinion regarding the status of title.

Subd. 4. **Choice of closer; notice.** (a) No real estate salesperson, broker, attorney, auctioneer, builder, title agent, financial institution, or other person making a mortgage loan may require a person to use any particular licensed attorney, real estate broker, real estate salesperson, or real estate closing agent in connection with a residential real estate closing.

(b) All listing agreements must include a notice informing sellers of their rights under this subdivision. The notice must require the seller to indicate in writing whether it is acceptable to the seller to have the licensee arrange for closing services or whether the seller wishes to arrange for others to conduct the closing. The notice must also include the disclosure of any controlled business arrangement, as the term is defined in United States Code, title 12, section 1602, between the licensee and the real estate closing agent through which the licensee proposes to arrange closing services.

History: *1988 c 695 s 6; 1989 c 217 s 22; 1989 c 347 s 42; 1991 c 113 s 1; 1993 c 309 s 28; 2001 c 208 s 26; 2014 c 198 art 4 s 24*

507.46 CERTIFICATE OF TRANSLATION OF DOCUMENTS IN FOREIGN LANGUAGES.

Subdivision 1. **Form of certificate.** A county recorder or registrar of titles shall accept for recording a document that is not prepared in the English language, but is otherwise in recordable form, if there is appended to the non-English language document a translation of the document into the English language and a certificate of translation in substantially the following form:

CERTIFICATE OF TRANSLATION

State of Minnesota

County of.....

I certify that the attached English language document is a complete and accurate translation of the attached document from the ..... language.

.....

Signature of translator

.....

Typed or printed name

.....

Street Address

.....

City, State, and Zip Code

.....

Telephone number

.....

Subscribed and sworn to before me this ..... day of ....., 20.....

.....

Notary public

Subd. 2. **Certificate as evidence.** Any certificate of translation recorded under subdivision 1, or a certified copy, is admissible as evidence in any action involving the instrument to which it relates or the title to the real estate affected by the instrument and is prima facie evidence of the facts stated in it.

History: *2002 c 403 s 4; 2008 c 238 art 3 s 14*

507.47 CREATION OF SERVITUDES BY COMMON OWNER.

An easement, condition, restriction, or other servitude that is imposed on real property by a recorded instrument and is not in violation of law or public policy, is valid notwithstanding the common ownership, when the easement, condition, restriction, or other servitude is imposed, of any of the real property burdened or benefited by the easement, condition, restriction, or other servitude. A conveyance of all or any portion of the real property includes the benefits and burdens of all easements, conditions, restrictions, or other servitudes validated under this section, except as provided by sections 500.20 and 541.023. The common law doctrine of merger, and not this section, applies whenever, after ownership of any of the real property is severed, all of the real property burdened or benefited by an easement, condition, restriction, or other servitude again is owned by a common owner.

History: *2001 c 50 s 1*

507.48 BONA FIDE PURCHASERS PROTECTED.

An express trust not declared in the disposition to the trustee or a constructive or resulting trust does not defeat the title of a purchaser from the trustee for value and without notice of the trust, or the rights of a creditor who extended credit to the trustee in reliance upon the trustee's apparent ownership of the trust property.

History: *2015 c 5 art 12 s 9*

507.49 CERTIFICATE OF CUSTODIANSHIP.

Subdivision 1. **Contents of certificate.** (a) A custodian or the owner of property held in a custodianship, at any time after execution or creation of a custodianship instrument, may execute a certificate of custodianship that sets forth less than all of the provisions of the custodial instrument and any amendments to the instrument. The certificate of custodianship may be used for purposes of selling, conveying, pledging, mortgaging, leasing, or transferring title to any interest in real or personal property. The certificate of custodianship must include:

(1) the name of the custodianship, if one is given;

(2) the date of the custodianship instrument;

(3) the name of each owner of property held in the custodianship;

(4) the name of each original custodian;

(5) the name and address of each custodian empowered to act under the custodianship instrument at the time of execution of the certificate;

(6) the following statement: "The custodians are authorized by the instrument to sell, convey, pledge, mortgage, lease, or transfer title to any interest in real or personal property, except as limited by the following: (if none, so indicate)";

(7) any other custodianship provisions the custodians or owners of property held in the custodianship include; and

(8) a statement as to whether the custodianship instrument has terminated or been revoked.

(b) The certificate of custodianship must be upon the representation of the custodians or the owners of property held in the custodianship that the statements contained in the certificate of custodianship are true and correct and that there are no other provisions in the custodianship instrument or amendments to it that limit the powers of the custodianship to sell, convey, pledge, mortgage, lease, or transfer title to interests in real or personal property. The signature of the custodians or the owners of property held in the custodianship must be under oath before a notary public or other official authorized to administer oaths.

Subd. 2. **Effect.** A certificate of custodianship executed under subdivision 1 may be recorded in the office of the county recorder for any county or in the office of the registrar of titles with respect to registered land described in the certificate of custodianship or any attachment to it. When it is recorded in a county where real property is situated, or in the case of personal property, when it is presented to a third party, the certificate of custodianship serves to document the existence of the custodianship, the identity of the custodians, the powers of the custodians and any limitations on those powers, and other matters the certificate of custodianship sets out, as though the full custodianship instrument had been recorded, filed, or presented. Until amended or revoked under subdivision 3, or until the full custodianship instrument is recorded or presented, a certificate of custodianship is prima facie proof as to the matters contained in it, and any party may rely upon the continued effectiveness of the certificate.

Subd. 3. **Amendment or revocation.** (a) Amendment or revocation of a certificate of custodianship may be made only by a written instrument executed by a custodian or an owner of property held in the custodianship. Amendment or revocation of a certificate of custodianship is not effective as to a party unless that party has actual notice of the amendment or revocation.

(b) For purposes of this subdivision, "actual notice" means that a written instrument of amendment or revocation has been received by the party or, in the case of real property, that either a written instrument of amendment or revocation has been received by the party or that a written instrument of amendment or revocation containing the legal description of the real property has been recorded in the office of the county recorder or in the office of the registrar of titles where the real property is situated.

Subd. 4. **Application.** (a) Subdivisions 1 to 3 apply to custodianship instruments whenever created or executed.

(b) Subdivisions 1 to 3 apply only to custodianships established under a federal law or under a statute of this or any other state. Subdivisions 1 to 3 do not apply to custodianships governed by chapter 527 or by the similar laws of another state.

History: *2015 c 5 art 12 s 10*

507.50 AFFIDAVIT OF CUSTODIAN IN REAL PROPERTY TRANSACTIONS.

Subdivision 1. **Form of affidavit for custodianship.** An affidavit of a custodian or of custodians of a custodianship in support of a real property transaction may be substantially in the following form:

STATE OF MINNESOTA	)	AFFIDAVIT OF CUSTODIAN
	) ss.	
COUNTY OF	)	

....., being first duly sworn on oath says that:

1. Affiant is the custodian (one of the custodians) named in that certain Certificate of Custodianship (or Custodianship Instrument)

recorded ....., ..., as Document No. ..... (or in Book ..... of ....., Page .....) in the Office of the (County Recorder/Registrar of Titles) of ..... County, Minnesota,

OR

to which this Affidavit is attached,

executed by Affiant or another custodian or by the owner of the property that is held in the custodianship described in the Certificate of Custodianship (or set forth in the Custodianship Instrument), and which relates to real property in ..... County, Minnesota, legally described as follows:

.....

.....

(If more space is needed, continue on back or on attachment.)

2. The name(s) and address(es) of the custodian(s) empowered by the Custodian Instrument to act at the time of the execution of this Affidavit are as follows:

.....

.....

3. The custodian(s) who have executed that certain instrument relating to the real property described above between ....., as custodian(s) and ....., dated ....., ...:

(i) are empowered by the provisions of the custodianship to sell, convey, pledge, mortgage, lease, or transfer title to any interest in real property held in custodianship; and

(ii) are the requisite number of custodians required by the provisions of the custodianship to execute and deliver such an instrument.

4. The custodianship has not terminated and has not been revoked.

- OR -

4. The custodianship has terminated (or has been revoked). The execution and delivery of the instrument described in paragraph 3 has been made pursuant to the provisions of the custodianship.

5. There has been no amendment to the custodianship which limits the power of custodian(s) to execute and deliver the instrument described in paragraph 3.

6. The custodianship is not supervised by any court.

- OR -

6. The custodianship is supervised by the ..... Court of ..... County, ... All necessary approval has been obtained from the court for the custodian(s) to execute and deliver the instrument described in paragraph 3.

7. Affiant does not have actual knowledge of any facts indicating that the custodianship is invalid.

.....

Subscribed and sworn to before me this
.... day of ....., ... , Affiant

.....

Signature of Notary Public or Other Official

Notary Stamp or Seal

This instrument was drafted by:

.....

.....

Subd. 2. **Effect.** An affidavit by the custodian or custodians under subdivision 1 is proof that:

(1) the custodianship described in the affidavit is a valid custodianship;

(2) either the custodianship has not terminated or been revoked or, if the custodianship has terminated or been revoked, the conveyance described in the affidavit is made pursuant to the provisions of the custodianship;

(3) the powers granted the custodian or custodians extend to the real property described in the affidavit or attachment to the affidavit;

(4) no amendment to the custodianship has been made limiting the power of the custodian or custodians to sell, convey, pledge, mortgage, lease, or transfer title to the real property described in the affidavit or attachment to the affidavit, if any;

(5) the requisite number of custodians have executed and delivered the instrument of conveyance described in the affidavit; and

(6) any necessary court approval of the transaction has been obtained.

The proof is conclusive as to any party relying on the affidavit, except a party dealing directly with the custodian or custodians who has actual knowledge of facts to the contrary.

Subd. 3. **Recording.** An Affidavit of Custodian or Custodians under subdivision 1 may be recorded in the office of the county recorder for any county or in the office of the registrar of titles for any county with respect to registered land described in the affidavit, or in the Certificate of Custodianship or Custodianship Instrument referred to in the affidavit, and may be recorded as a separate document or combined with or attached to an original or certified copy of a Certificate of Custodianship or Custodianship Instrument, and recorded as one document.

Subd. 4. **Application.** (a) Subdivisions 1 to 3 apply to custodianship instruments whenever created or executed.

(b) Subdivisions 1 to 3 apply only to custodianships established under a federal law or under a statute of this or any other state. Subdivisions 1 to 3 do not apply to custodianships governed by chapter 527 or by the similar laws of another state.

History: *2015 c 5 art 12 s 11*