

## CHAPTER 507

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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:** *RL s 3334 (8195)*

#### 507.02 CONVEYANCES BY HUSBAND AND WIFE; POWERS OF ATTORNEY.

If the owner is married, no conveyance of the homestead, except a mortgage for purchase money unpaid thereon, 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 husband and wife.

A husband and wife, by their joint deed, may convey the real estate of either. The husband, by his separate deed, may convey any real estate owned by him, except the homestead, subject to the rights of his wife therein; and the wife, by her separate deed, may convey any real estate owned by her, except the homestead, subject to the rights of her husband therein; and either husband or wife may, by separate conveyance, relinquish his or her rights in the real estate so conveyed by the other. Subject to the foregoing provisions, either hus-

band or wife may separately appoint an attorney to sell or convey any real estate owned by such husband or wife, or join in any conveyance made by or for the other. A minor husband or wife has legal capacity to join in a conveyance of real estate owned by his or her spouse, so long as the minor husband or wife is not incapacitated because of some reason other than his or her minor age.

**History:** *RL s 3335,3456; 1907 c 123 s 1; 1967 c 508 s 2; 1979 c 123 s 5 (8196, 8340)*

#### **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 his or her 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:** *1923 c 208 s 1; 1976 c 181 s 2 (8197)*

#### **507.03 PURCHASE-MONEY MORTGAGE; NON-JOINDER OF SPOUSE.**

When a husband or wife purchases land during coverture and mortgages his or her estate in such land to secure the payment of the purchase price or any portion thereof the surviving spouse shall not be entitled to any inchoate or contingent right in such land as against the mortgagee or those claiming under the mortgage although such survivor did not join in such mortgage.

**History:** *1909 c 29 s 1; 1909 c 465 s 1 (8198)*

#### **507.04 CONVEYANCE, SPOUSE OF INSANE OR INCOMPETENT PERSON.**

Subdivision 1. The husband or wife of any person who is adjudged by a court of competent jurisdiction to be insane or incompetent to transact his or her business or manage his or her estate, and for whose person or estate, or both, a guardian is appointed by a probate court of this state, may, with the guardian's approval, by separate deed convey any real estate, the title to which is in such husband or wife, as fully as he or she could do if unmarried. A duly certified copy of the letters of guardianship of the guardian shall be recorded in the office of the county recorder of the county in which the real estate is situated. The approval of the conveyance by the guardian shall be in writing, after being first authorized to do so by an order of the probate court, and shall be endorsed on the instrument of the conveyance. Without the approval of the guardian, a conveyance by the husband or wife does not affect the rights of the insane or incompetent spouse.

Subd. 2. Where no guardian has been appointed of the person or estate of such insane or incompetent spouse and such insanity or incompetency has existed or may exist for three years subsequent to the adjudication of the insanity or incompetency of the insane or incompetent spouse, the husband or wife of the insane or incompetent person may convey any real estate, the title to which is in the husband or wife, as fully as he or she could do if unmarried.

Subd. 3. This section does not authorize the conveyance of a homestead unless the guardian of the person or estate of the insane or incompetent person appointed by the probate court of the proper county consents in writing to the conveyance by endorsement thereon after being first authorized so to do by order of the probate court.

Subd. 4. The provisions of subdivisions 2 and 3 do not apply to a nonresident insane or incompetent person.

Subd. 5. In all cases where the probate court has directed a sale of the interest of an insane or incompetent person in real estate, the sale includes the inchoate interest of the person in any share or part of the real estate owned by such person's spouse whether or not specifically mentioned in the proceedings or conveyance, when the interest of the spouse is also conveyed to the same grantee.

Subd. 6. No conveyance of the homestead is valid unless made by both spouses in a joint deed or by separate deeds.

**History:** *RL s 3338; 1915 c 131 s 1; 1919 c 395 s 1; 1955 c 243 s 1; 1976 c 181 s 2 (8201)*

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

**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:** *RL s 3340 (8203)*

**507.061 WORDS OF INHERITANCE.**

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. **Interpretation of certain conveyances without words of inheritance.** 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:** *RL s 3340 (8203)*

**507.07 WARRANTY AND QUITCLAIM DEEDS; FORMS.**

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 ....., 19.....

(Signature) .....

Every such instrument, duly executed as required by law, shall be a conveyance in fee simple of the premises described to the grantee, his heirs and

assigns, with covenants on the part of the grantor, his heirs and personal representatives, that he 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 he warrants to the grantee, his heirs and assigns, the quiet and peaceable possession thereof; and that he will defend the title thereto against all persons who may lawfully claim the same. Such covenants shall be obligatory upon any grantor, his 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 ....., 19.....

(Signature) .....

Every such instrument, duly executed, shall be a conveyance to the grantee, his 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:** *RL s 3341 (8204)*

**507.08** [ 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 secretary of state as a public record. The commissioner of securities and real estate may appoint an advisory committee on uniform conveyancing forms to recommend to the commissioner of securities and real estate amendments to existing forms or the adoption of new forms. The commissioner of securities and real estate may adopt amended or new forms consistent with the laws of this state by rule in accordance with chapter 15.

**History:** *1931 c 272 s 1; 1975 c 61 s 2; 1979 c 50 s 62; 1980 c 516 s 2 (8204-2)*

#### **507.091 CONVEYANCING INSTRUMENTS TO INCLUDE NAME AND ADDRESS OF DRAFTSMAN.**

Subdivision 1. 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. 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 certificate, nor to any instrument executed or acknowledged outside the state.

Subd. 3. 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

#### **507.092 CONVEYANCING INSTRUMENTS TO INCLUDE NAME AND ADDRESS OF GRANTEE.**

Subdivision 1. No contract for deed or deed conveying fee title to real estate shall be recorded by the county recorder or registered by the registrar of titles until the name and address of the grantee, 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:

..... (name) ..... (address)."

Subd. 2. 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 certificate, nor to any instrument executed or acknowledged outside the state.

Subd. 3. 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

#### **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 of probate 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 secretary of state, and a copy of his filing certificate, to be certified as herein provided. Upon presentation to him of sufficient number of true copies of such forms, laws, and certificates in book form to carry out this provision, the secretary of state shall, without charge, certify the same to be true copies thereof. Each county recorder and each judge of probate shall thereafter preserve one such certified copy on file in their respective offices for the convenient use of the public.

**History:** 1931 c 272 s 2; 1976 c 181 s 2; 1979 c 50 s 63 (8204-3)

**507.11** [ Repealed, 1969 c 995 s 7 ]

**507.12** [ 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:** 1931 c 272 s 5; 1979 c 50 s 64 (8204-6)

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

### 507.15 UNIFORM SHORT FORM MORTGAGE.

Subdivision 1. 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 ....., 19....., 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 instalment 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. 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. 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. 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 instalments 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. 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. All the obligations of the mortgagor as set forth in this section shall be construed as applying to his 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 his executors, administrators, successors, or assigns.

Subd. 7. 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. This section may be cited as the uniform short form mortgage act.

**History:** 1931 c 204 s 1-3 (8204-9, 8204-10, 8204-11)

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

#### **507.161 CONVEYANCE BY DISSEIZEE.**

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:** RL s 3342 (8205)

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

#### **507.18 PROHIBITED RESTRICTIONS.**

Subdivision 1. **Religious faith, creed, 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, 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, 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, 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, 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.

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.

**History:** 1919 c 188 s 1-3; 1953 c 480 s 1 (8206, 8207, 8208, 8209)

#### **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 he possessed or could lawfully convey, shall not work a forfeiture of his estate, but shall pass to the grantee all the estate which such tenant could lawfully convey.

**History:** RL s 3343 (8210)

#### **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 he executes the same in his 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 he has knowledge thereof.

**History:** RL s 3344 (8211)

#### **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 him 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, his heirs, executors, administrators, successors, or assigns, for all damages sustained in removing the same.

**History:** *RL s 3345 (8212)*

**507.22** [ 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 his conveyance, the execution thereof may be proved before any court of record by proving the handwriting of the grantor.

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

**507.24 RECORDABLE, WHEN.**

To entitle any conveyance, power of attorney, or other instrument affecting real estate to record, 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.

**History:** *RL s 3348; 1947 c 566 s 2; 1973 c 9 s 3 (8217)*

**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 finance, 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:** *RL s 3349; 1973 c 492 s 14; 1976 c 181 s 2 (8218)*

**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:** RL s 3350 (8219)

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

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

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

#### 507.291 POWER OF ATTORNEY BY PERSON IN ARMED SERVICES.

No agency created by a power of attorney in writing given by a principal who is at the time of execution, or who, after executing such power of attorney, becomes, either

(a) a member of the armed forces of the United States, or

(b) a person serving as a merchant seaman outside the limits of the United States, included within the 50 states and the District of Columbia; or

(c) a person outside said limits by permission, assignment or direction of any department or official of the United States government, in connection with any activity pertaining to or connected with the prosecution of any war in which the United States is then engaged, shall be revoked or terminated by the death of the principal, as to the agent or other person who, without actual knowledge or actual notice of the death of the principal, shall have acted or shall act, in

good faith, under or in reliance upon such power of attorney or agency, and any action so taken, unless otherwise invalid or unenforceable, shall be binding on the heirs, devisees, legatees, or personal representatives of the principal.

**History:** 1947 c 319 s 1; 1976 c 2 s 144

#### **507.292 AFFIDAVIT BY ATTORNEY-IN-FACT.**

An affidavit, executed by the attorney-in-fact or agent, setting forth that he has not or had not, at the time of doing any act pursuant to the power of attorney, received actual knowledge or actual notice of the revocation or termination of the power of attorney, by death or otherwise, or notice of any facts indicating the same, shall, in the absence of fraud, be conclusive proof of the non-revocation or non-termination of the power at such time. If the exercise of the power requires execution and delivery of any instrument which is recordable under the laws of this state, such affidavit (when authenticated for record in the manner prescribed by law) shall likewise be recordable.

**History:** 1947 c 319 s 2

#### **507.293 "MISSING IN ACTION" CONSTRUED.**

No report or listing, either official or otherwise, of "missing" or "missing in action," as such words are used in military parlance, shall constitute or be interpreted as constituting actual knowledge or actual notice of the death of such principal or notice of any facts indicating the same, or shall operate to revoke the agency.

**History:** 1947 c 319 s 3

#### **507.294 CONSTRUCTION.**

Sections 507.291 to 507.294 shall not be construed so as to alter or affect any provision for revocation or termination contained in such power of attorney.

**History:** 1947 c 319 s 4

#### **507.30 ACTION TO TEST NEW COUNTY; CONVEYANCES, WHERE RECORDED.**

During the pendency of any action or proceeding to test the validity of the organization of a new county, all instruments affecting real estate within such county may be recorded in the original county with the same effect as if recorded in such new county.

**History:** RL s 3353 (8222)

#### **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 finance with the original lists in his office received from the interior department of the general government; and each list when corrected by him shall have appended thereto his 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 finance's office, the commissioner of finance 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 finance to carefully compare such transcribed copies of patents, approved lists or deeds with the original instruments and records on file in his office, and when compared he shall so duly certify to each instrument. Such transcribed records duly certified by the commissioner of finance 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 finance shall receive no fees for his services. The county recorder shall receive the same fees as allowed by law for recording original instruments in his office, which sum shall be paid by the county upon the approval of the board of county commissioners.

**Subd. 2. Certified copies of conveyances affecting title to be filed; exception.**

When, under any law heretofore existing, any deed, mortgage, trust deed, foreclosure papers, or other instrument affecting the title to any lands heretofore owned by any railroad company has been recorded by the secretary of state, but not in the county where such lands lie, the secretary, upon application of any county board or of any person interested, shall furnish to the county recorder certified copies of any such records affecting lands in such county and the county recorder shall index and record the same. Such copies and the record thereof shall have the same effect as the record of the original instruments. For services performed hereunder the secretary shall receive no fees, but the county recorder shall receive the same fees as are allowed for other similar services to be paid by the state.

**History:** *RL s 3354,3355; 1913 c 393 s 1; 1973 c 492 s 14; 1976 c 181 s 2 (8223, 8224)*

**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, his heirs or personal representatives, so as to invalidate any payment made by either of them to the mortgagee.

**History:** *RL s 3356 (8225)*

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

#### **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 RECITALS IN WRITTEN INSTRUMENTS NOT TO CONSTITUTE NOTICE IN CERTAIN CASES.**

Where an instrument affecting the title to real property in this state recites the existence of a mortgage against said real property or some part thereof, where the instrument containing such recital either was recorded prior to 1930 in the office of the county recorder of the county where said real property or some part thereof is situated or was filed prior to said date in a judicial proceeding effecting (affecting) said 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 said mortgage is not clearly stated in said recital, then such recital may be disregarded and shall not constitute notice of said mortgage, either actual or constructive, to any subsequent purchaser or encumbrancer of said real property or any part thereof.

Nothing contained in this section shall affect actions now pending or commenced within six months after the passage of Laws 1947, Chapter 626, in any court of this state.

**History:** 1943 c 180; 1947 c 626 s 1; 1976 c 181 s 2

#### **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 him of any unrecorded conveyance of the same real estate or any part thereof.

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

#### **507.35 DEED TO TRUSTEE INEFFECTIVE IN CERTAIN CASES; DEFECT, HOW CURED.**

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

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

#### **507.37 RECORD OF CONVEYANCE OF LAND IN UNORGANIZED COUNTY.**

The record of every conveyance or other instrument affecting real estate in any unorganized county heretofore recorded in the county to which such unorganized county was then attached for judicial purposes, shall have the same force and effect as if recorded in the county where the real estate is situated.

**History:** RL s 3360 (8231)

#### **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 his heirs or devisees, or persons having actual notice thereof, unless the instrument of defeasance is recorded in the county where the lands lie.

**History:** RL s 3361 (8232)

#### **507.39 RECORDED LETTER OF ATTORNEY, HOW REVOKED.**

No instrument containing a power to convey lands, when recorded, shall be deemed to be revoked by any act of the party by whom it was executed, unless the instrument containing such revocation be also recorded in the same office.

**History:** RL s 3362 (8233)

#### **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, his personal representative, or assignee, as in the case of a conveyance. The county recorder shall enter

the number of such certificate and the book and page of its record upon the record of the mortgage or on a microfilm card whenever possible. 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. In all cases the discharge shall be entered in the reception book and indexes as conveyances are entered.

**History:** *RL s 3363; 1955 c 328 s 1; 1975 c 148 s 1; 1976 c 181 s 2 (8234)*

#### **507.41 PENALTY FOR FAILURE TO DISCHARGE.**

When any mortgagee, his 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 his reasonable charges therefor, he shall be liable to the mortgagor, his 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:** *RL s 3364 (8235)*

#### **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 probate court of this state 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 probate 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 probate court authorizing and directing the making and execution of such instrument.

**History:** *1975 c 347 s 9*