706.001 Scope and construction. (1) Subject to the 
    exclusions in sub. (2), this chapter shall govern every transaction 
    by which any interest in land is created, aliened, mortgaged, 
    assigned or may be otherwise affected in law or in equity.

(2) Excluded from the operation of this chapter are transac- 
    tions which an interest in land is affected:

(a) By act or operation of law; or
(b) By will; or
(c) By lease for a term limited to one year or less; or by contract 
    or option to lease for such period which postpones the commence- 
    ment of the agreed lease to a time not later than 60 days after 
    the date of the contract or option; or by assignment, modification or 
    termination of lease when, at the time such assignment, modification 
    or termination is made, the unexpired term is limited to one 
    year or less, and remains so limited under the lease as modified;

(3) This chapter shall be liberally construed, in cases of con- 
    flict or ambiguity, so as to effectuate the intentions of parties who have 
    acted in good faith.


The doctrine of part performance is not an "operation of law" under sub. (2) (a) that 
    excludes the application of this chapter to a transaction. Wyss v. Albee, 183 Wis. 2d 
    245, 515 N.W.2d 517 (Ct. App. 1994).

Transactions in which an interest in land is affected by act or operation of law are 
    excluded from operation of this chapter under sub. (2). Dow Family, LLC v. PHH 
    Mortgage Corp., 2014 WI 56, 354 Wis. 2d 798, 848 N.W.2d 728, 13−0221.

A bank’s mortgage validly attached a lien to a vendor’s interest under a land con- 
    tract. Wisconsin’s land recording statute is broad enough to include creation of a lien 
    on a vendor’s interest under a land contract, which includes legal title to land. Liebeth 
    v. Intercity State Bank, FSIB, 819 F.3d 981 (2016).

706.01 Definitions. In this chapter:

(4) “Conveyance” means a written instrument, evidencing a 
    transaction governed by this chapter, that satisfies the require- 
    ments of s. 706.02, subject to s. 706.25.

(5) “Conveyance of mineral interests” means any transac- 
    tion under s. 706.001 (1) entered into for the purpose of determining the 
    presence, location, quality or quantity of metalliferous minera- 
    lls or for the purpose of mining, developing or extracting metallifer- 
    ous minerals, or both. Any transaction under s. 706.001 (1) entered into by a mining company is rebuttably presumed to be a conveying of mineral interests.

(6) “Grantee” means the person from whom an interest in 
    lands passes by conveyance, including, without limitation, les- 
    sors, vendors, mortgagors, optionors, releasors, assignors and 
    trust settlors of interest in lands, and “grantor” means the person 
    to whom the interest in land passes. Whenever consistent with the 
    context, reference to the interest of a party includes the interest of the party’s heirs, successors, personal representatives and assigns.

(7) “Homestead” means the dwelling, and so much of the land 
    surrounding it as is reasonably necessary for use of the dwelling 
    as a home, but not less than one−fourth acre, if available, and not 
    exceeding 40 acres.

(7m) “Interest in minerals” means any fee simple interest in 
    minerals beneath the surface of land that is:

(a) Separate from the fee simple interest in the surface of the 
    land; and
(b) Created by an instrument transferring, granting, assigning or 
    reserving the minerals.

(7r) “Legal description” means a description of a specific parcel 
    of real estate that is described in one of the following ways, 
    whichever is appropriate:

(a) By one of the ways under s. 66.0217 (1) (c).

(b) By condominium name and unit number in a platted con- 
    doninium development.

(8) “Metalliferous minerals” means naturally occurring min- 
    erals containing metal.

(8m) “Mineral” means a naturally occurring substance rec- 
    ognized by standard authorities as mineral, whether metalliferous or 
    nonmetalliferous.

(9) “Mining company” means any person or agent of a person 
    who has a prospecting permit under s. 293.49 or a mining permit 
    under s. 293.49 or 295.58.

(10) “Signed” includes any handwritten signature or symbol 
    on a conveyance intended by the person affixing or adopting the 
    signature or symbol to constitute an execution of the conveyance.

    a. 87, 2005 a. 41, 421; 2013 a. 1; 2015 a. 196; 2021 a. 168.

A necessary implication under s. 706.10 (3) is one that is so clear as to be express; 
    it is a required implication. The words “heirs and assigns,” or any similar language, 
    are unnecessary under s. 706.10 (5) to indicate a transferable interest. As a matter of 
    law, “grantee” has the exact same meaning as “grantee and his heirs and assigns” 
    unless another meaning is expressly stated or implied. Therefore, “heirs and assigns” 
    need not be construed as having any legal effect, and the use of the term in a grant of 
    water flowage rights and not in a grant of sand removal rights in the same deed did 
    not create a necessary implication that the sand rights were non−transferable. Borek 
    Cranberry Marsh, Inc. v. Jackson County, 2010 WI 95, 328 Wis. 2d 613, 785 N.W.2d 
    615, 08−1144.

706.02 Formal requisites. (1) Transactions under s. 
    706.001 (1) shall not be valid unless evidenced by a conveyance 
    that satisfies all of the following:

(a) Identifies the parties; and
(b) Identifies the land; and
(c) Identifies the interest conveyed, and any material term, 
    condition, reservation, exception or contingency upon which the 
    interest is to arise, continue or be extinguished, limited or encum- 
    bered; and
(d) Is signed by or on behalf of any of the grantors; and
If the language within the four corners of a deed is unambiguous, the court need not look any further for the parties’ intention. Eckendorf v. Austin, 2000 WI App 219, 239 Wis. 2d 669, 619 N.W.2d 129, 00-0713. Spouses may affirmatively waive the homestead protection in sub. (f) (1) (f) in a premarital agreement. Jones v. Estate of Jones, 2002 WI 61, 253 Wis. 2d 158, 646 N.W.2d 280, 01-1025.

A conveyance that “identifies the land” as required by sub. (1) means the conveyance must identify the property with “reasonable certainty.” “Reasonable certainty” means that by the aid of the facts and circumstances surrounding the parties at the time the transaction was made, with reasonable certainty determine the land which is to be conveyed. It does not, however, necessarily require a legal description. Anderson v. Quinn, 2017 WI App 57, 378 Wis. 2d 417, 853 N.W.2d 276, 16-0193.

The statute of frauds does not operate to supply fatal omissions of a writing but rather to render the writing intelligible. A clear distinction must be drawn between the proper admission of extrinsic evidence for the purpose of applying the description to identified property versus the improper supplying of a description or adding to a description that on its face is insufficient. As the description in the mortgage was “remaining acreage” was, on its face, insufficient to identify the specific property, parol evidence would not be admissible under the statute of frauds. 303, LLC v. Born, 2012 WI App 115, 344 Wis. 2d 364, 843 N.W.2d 269, 11-2368.

A conveyance in this case was equitably assigned to the holder of the original note by operation of law upon transfer of the note. Therefore, equitable assignment of the mortgage was not barred by the statute of frauds under section. Dow Family, LLC v. PHI Mortgage Corp., 2014 WI 56, 354 Wis. 2d 796, 848 N.W.2d 728, 13-0251.

Mere ambiguity does not render a contract unenforceable vis-à-vis the statute of frauds. Rather, when a conveyance includes a description of property that can be applied in multiple ways, if the statute of frauds requires that parol evidence of intent be connected in some way to the language of the agreement. Prezioso v. Aerts, 2014 WI App 126, 358 Wis. 2d 714, 858 N.W.2d 386, 13-2762.

When the only signer of two mortgages was “a married person,” at the time he executed the mortgages, and he had an interest in the homestead that was alienated by those conveyances, under the plain language of sub. (1) (f) the mortgage transactions were invalid from the start because they were not “signed, or joined in by separate conveyance, or by or on behalf of each spouse.” As such, whether the non−signing spouse had waived her interest in the homestead property by deeding the property to the signing spouse did not need to be determined. U.S. Bank National Association v. Vetho, 2017 WI App 57, 378 Wis. 2d 179, 902 N.W.2d 270, 16-0193.

The conveyance and mortgage in this case and the mortgage in the case of the prior one were both received by the court under s. 815.09. 706.09 Wis. Stats. 1976−77. An in−court oral stipulation could create a mortgage interest in property, but a homestead conveyance must bear the conveyors’ signatures. Because the stipulation lacked the necessary parties, it was not a mortgage that could defeat the homestead exemption under s. 815.20. Equitable Bank, S.S.B. v. Chabron, 2000 WI App 210, 238 Wis. 2d 708, 618 N.W.2d 262, 99−2639.

706.03 Agents, officers and guardians. (1) In this section:

(a) “Private corporation” means a corporation other than a public corporation.

(b) “Public corporation” means this state, a county, town, city or village in this state, or a special purpose district in this state or any state or municipality or similar organization financed in whole or in part by public funds.

(1m) A conveyance signed by one purporting to act as agent for another shall be ineffective as against the purported principal unless such agent was expressly authorized, and unless the authorizing principal is identified as such in the conveyance or in the form of signature or acknowledgment. The burden of proving the authority of any such agent shall be upon the person asserting the same.

(2) Unless a different authorization is recorded under sub. (3) or is contained in the corporation’s articles of incorporation, any officer of a private corporation is authorized to sign conveyances in the corporate name. The absence of a corporate seal shall not invalidate any corporate conveyance. Public corporations shall authorize and execute conveyances as provided by law.

(3) Any private corporation may, by resolution of its governing board, duly adopted, certified and recorded in the office of the register of deeds of the county in which a conveyance executed by such corporation is to be recorded, authorize by name or title one or more persons, whether or not officers of such corporation, to execute conveyances, either generally or with specified limitations, in the name and on behalf of such corporation. After adoption and recording of such resolution and until recording of a resolution amending or revoking the same, conveyances may be executed on behalf of such corporation only in accordance with the terms thereof.

(3m) A nonprofit association, as defined in s. 184.01 (2), may authorize a person to execute conveyances of estates or interests in real property by executing and filing a statement of authority under s. 184.05.

(4) A conveyance by a minor or an individual adjudicated incompetent in this state is effective only if executed by an authorized guardian of the minor or the individual adjudicated...
and this section controls. Wyss v. Albee, 140 Wis. 2d 317, 397 N.W.2d 107 (1986).

When a partner’s actions in a transaction on behalf of a partnership fall within the express provisions of s. 178.06(1) [now s. 178.0301(1)], the partner is “an agent of the partnership” and s. 178.06(1) [now s. 178.0301(1)] controls. When the partner’s actions do not fall within those provisions, the partner “pursues to act as an agent” and this section controls. Wynn v. Albee, 193 Wis. 2d 101, 532 N.W.2d 444 (1995).

If the grantor’s attorney-in-fact does not have authority to exercise the power of attorney in his or her own favor, any deed that the attorney-in-fact signs to himself or herself and others is void in its entirety under sub. (1) (Lucarelli v. Lucarelli, 2000 WI App 133, 237 Wis. 2d 487, 614 N.W.2d 60, 99–1679).

706.04 Equitable relief. A transaction which does not satisfy one or more of the requirements of s. 706.02 may be enforceable in whole or in part under doctrines of equity, provided all of the elements of the transaction are clearly and satisfactorily proved and, in addition:

(1) The deficiency of the conveyance may be supplied by forms in equity; or
(2) The party against whom enforcement is sought would be unjustly enriched if enforcement of the transaction were denied; or
(3) The party against whom enforcement is sought is equitably estopped from asserting the deficiency. A party may be so estopped whenever, pursuant to the transaction and in good faith reliance thereon, the party claiming estoppel has changed his or her position to the party’s substantial detriment under circumstances such that the detriment so incurred may not be effectively recovered otherwise than by enforcement of the transaction, and either:

(a) The grantee has been admitted into substantial possession or use of the premises or has been permitted to retain such possession or use after termination of a prior right thereto; or
(b) The detriment so incurred was incurred with the prior knowing consent or approval of the party sought to be estopped.

History: 1993 a. 486.

A partnership created to deal in real estate is void unless conforming to the statute. Schaefer v. Schaefer, 277 N.W.2d 321 (1979).

In an equity action seeking the conveyance of a farm under an oral agreement, the trial court properly ordered the conveyance under sub. (3) when the tenants gave up plans to build a home on other property, planted crops on the farm, and painted the interior of the farmhouse. Krauzer v. Masetz, 78 Wis. 2d 276, 254 N.W.2d 251 (1977).

Personal services to a vendor in reliance upon an oral agreement are not enough, standing alone, to constitute part performance. Jorgensen v. Ketter, 82 Wis. 2d 80, 260 N.W.2d 665 (1978).

Under sub. (3) (a), a grantee with knowledge of the facts giving rise to equitable estoppel against the grantor takes title subject to the estoppel. Brevig v. Webster, 88 Wis. 2d 165, 276 N.W.2d 521 (Cl. App. 1979).

The homestead defense under s. 706.02 (1) (f) is not defeated by this section, but a tort claim may exist against a signing spouse who misrepresents the non−signing spouse’s intentions. Glinski v. Sheldon, 88 Wis. 2d 509, 276 N.W.2d 815 (1979).


Once a deed has been properly executed and recorded, a court, in equity, may not alter the document when a party later expresses a different intent than was memorialized. Wynn v. Nott, 2000 WI App 57, 233 Wis. 2d 675, 608 N.W.2d 400, 99–1015.

This section does not refer to deficiencies under s. 706.03. Triple Interest, Inc. v. Motel 6, Inc., 414 F. Supp. 589 (1976).

706.05 Formal requisites for record. (1) Subject to s. 59.43 (2m), every conveyance, and every other instrument which affects title to land in this state, shall be entitled to record in the office of the register of deeds of each county in which land affected thereby may lie.

(2) Except as different or additional requirements may be provided by law, every instrument offered for record shall:

(a) Bear such signatures as are required by law;
(b) Contain a form of authentication authorized by s. 706.06 or ch. 140;
(c) Identify, to the extent that the nature of the instrument permits, and in form and terms that permit ready entry upon the various books and indexes publicly maintained as land records of such county, the land to which such instrument relates and the parties or other persons whose interests in such land are affected. Except as provided in sub. (2m), identification may be either by the terms of the instrument or by reference to an instrument of record in the same office, naming the document number of the record and, if the record is assigned a volume and page number, the volume and page where the record is recorded.

(2m) (a) Except as provided in par. (b), any document submitted for recording or filing that is to be indexed in the real estate records, any document submitted for recording or filing that modifies an original mortgage or land contract, and any document submitted for recording or filing that is a subordination agreement shall contain the full legal description of the property to which the document relates if the document is intended to relate to a particular parcel of land. The legal description may be included on the document or may be attached to the document. The document shall also contain the document number of any original mortgage or land contract that the document affects and, if given on the original mortgage or land contract, the volume and page where the original mortgage or land contract is recorded or filed.

(b) The requirement of a full legal description under par. (a) does not apply to:

1. Descriptions of easements for the construction, operation, or maintenance of electric, gas, railroad, water, sewer, telecommunications, or telephone lines or facilities.
2. Descriptions of property that is subject to liens granted on property thereafter acquired by a rural electric cooperative organized under ch. 185, by a telephone cooperative organized under ch. 185 or 193, by a pipeline company under s. 76.02 (5), by a public utility under s. 196.01 (5), by a railroad under s. 195.02 (1), or by a water carrier under s. 195.02 (5).
3. The requirement under par. (a) does not affect the validity of liens under par. (b) 2.

(3) In addition to the requirements under sub. (2), every conveyance of mineral interests offered for record shall:

(a) Fully disclose the terms and conditions of the agreement including both the financial arrangements and the exploration rights. Financial arrangements include the consideration exchanged for the interest in land, terms for payment, optional payments, royalty agreements and similar arrangements. Exploration rights include the conditions for any surface and subsurface rights to the land, options to purchase further interest in the land, options to conduct mining operations and similar arrangements.
(b) Fully disclose the parties including any principal, parent corporation, partner or business associate with an interest in the conveyance. This paragraph shall be interpreted to provide maximum disclosure of any person with an economic interest in the transaction.
(c) Any person who anticipates becoming a party to a number of conveyances of a given form may cause a prototype of such form to be recorded, accompanied by a certificate declaring the intention of the recording party to incorporate the terms of such prototype in future recorded conveyances by reference.

(5) Copies of instruments affecting title to land in this state, authenticated by certificate of any public officer, either of this or any other state or foreign country, in whose office the original is filed or recorded pursuant to law, may be recorded in every case in which the original would be entitled to record under this section.

(6) Except as may otherwise be expressly provided, no instrument shall be denied acceptance for record because of the absence of venue, seals, witnesses or other matter of form.

(7) Every instrument which the register of deeds shall accept for record shall be deemed duly recorded despite its failure to conform to one or more of the requirements of this section, provided the instrument is properly indexed in a public index maintained in the office of such register of deeds and recorded at length at the place thereof.
706.05

CONVEYANCES OF REAL PROPERTY; RECORDING; TITLES

(8) A duly recorded certificate signed by or on behalf of the holder of record of any mortgage or other security interest in lands, and authenticated as provided by s. 706.06 or ch. 140 identifying the mortgagee or other party and stating that the same has been paid or satisfied in whole or in part, shall be sufficient to satisfy such mortgagee or other interest of record.


Under sub. (1), only instruments that affect an interest in land are entitled to be recorded. A land patent is the instrument by which the government conveys title to portions of the public domain to private individuals. “Land patents,” “updates of land patent,” and other, similarly-titled documents filed by private individuals that purport to be grants of private land from private individuals to themselves or other private individuals are not true land patents and are invalid on their face and not entitled to recording. OAG 4-12.

706.055 Conveyances of mineral rights.

The register of deeds shall record all conveyances of mineral interests in the index maintained under s. 59.43 (9). History: 1977 c. 253; 2009 a. 98.

706.057 Lapse and reversion of interests in minerals.

(1) APPLICABILITY. This section does not apply to an interest in minerals which is owned by the same person who owns the fee simple interest in the surface of the land above the interest in minerals.

(2) USE OF AN INTEREST IN MINERALS. In this section, an interest in minerals is used if any of the following occur:

(a) Any minerals are mined in exploitation of the interest in minerals.

(b) A conveyance of mineral interests is recorded under this chapter.

(c) Any other conveyance evidencing a transaction by which the interest in minerals is created, aliened, reserved, mortgaged or assigned is recorded under this chapter.

(d) Property taxes are paid on the interest in minerals by the owner of the interest in minerals.

(e) The owner of the interest in minerals records a statement of claim under sub. (4) or (5) concerning the interest in minerals.

(3) LAPSE. (a) Except as provided in par. (b) or (c), an interest in minerals lapses if the interest in minerals was not used during the previous 20 years.

(b) An interest in minerals which was not used during the 20-year period prior to July 1, 1984, does not lapse if the interest in minerals is used within 3 years after July 1, 1984.

(c) An interest in minerals which was used during the period from 17 to 20 years prior to July 1, 1984, does not lapse if the interest in minerals is used within 3 years after July 1, 1984.

(4) STATEMENT OF CLAIM; RECORDING; REQUIREMENTS. If the owner of an interest in minerals uses the interest in minerals by recording a statement of claim, the statement of claim shall comply with this subsection. The statement of claim shall contain the name and address of the owner of the land under which the lapsed interest in minerals is located and a description of the land under which the interest in minerals is located. The statement of claim shall be recorded with the register of deeds for the county in which the land is located.

(b) 1. Except as provided in subd. 2, a statement of claim which is recorded under par. (a) before the lapse of the interest in minerals to which the claim applies takes effect when the interest in minerals lapses.

2. A statement of claim which is recorded under par. (a) before the lapse of the interest in minerals to which the claim applies is void 6 years after the statement of claim is recorded if the interest in minerals does not lapse within that 6-year period. History: 1977 c. 217, 253, 447; 1979 c. 221; 1983 a. 492 s. 3; 1985 a. 174; 1991 a. 66, 269; 1993 a. 145, 486; 1995 a. 110, 201; 1997 a. 35; 1999 a. 96; 2005 a. 179, 441; 2013 a. 66; 2017 a. 59, 68, 102; 2019 a. 125.

(5) CURE OF LAPSE. The lapse of an interest in minerals under sub. (3) is cured if the owner of the interest in minerals records a statement of claim complying with all of the requirements of sub. (4) before the surface owner records a statement of claim under sub. (6) (a) or before a statement of claim takes effect under sub. (6) (b) 1., whichever is later.

(6) CLAIM OF LAPPED INTEREST IN MINERALS. (a) The owner of the land under which an interest in minerals exists may claim that portion of a lapsed interest in minerals which lies beneath the owner’s land by recording a statement of claim. The statement of claim shall contain the name and address of the owner of the land under which the lapsed interest in minerals is located and a description of the land under which the interest in minerals is located. The statement of claim shall be recorded with the register of deeds for the county in which the land is located.

(b) 1. Except as provided in subd. 2, a statement of claim which is recorded under par. (a) before the lapse of the interest in minerals to which the claim applies takes effect when the interest in minerals lapses.

2. A statement of claim which is recorded under par. (a) before the lapse of the interest in minerals to which the claim applies is void 6 years after the statement of claim is recorded if the interest in minerals does not lapse within that 6-year period. History: 1977 c. 217, 253, 447; 1979 c. 221; 1983 a. 492 s. 3; 1985 a. 174; 1991 a. 66, 269; 1993 a. 145, 486; 1995 a. 110, 201; 1997 a. 35; 1999 a. 96; 2005 a. 179, 441; 2013 a. 66; 2017 a. 59, 68, 102; 2019 a. 125.

(7) STATEMENT OF CLAIM; RECORDING; REGISTER OF DEEDS’ DUTY. The register of deeds shall provide copies of the uniform form for statements of claim under sub. (4), (5) and (6). Upon receipt of a statement of claim under sub. (4), (5) or (6) in the office of the register of deeds, the register of deeds shall record the claim in a manner which will permit the existence of an interest in minerals to be determined by reference to the parcel or parcels of land above the interest in minerals. The claimant shall pay the recording fees under s. 59.43 (2).

(9) DETERMINATION OF OWNERSHIP. (a) The owner of an interest in minerals which is the subject of a claim under sub. (6) (a), within 3 years after the claim is recorded with the register of deeds or within 3 years after the claim takes effect as provided under sub. (6) (b) 1., whichever is later, may bring an action for a declaratory judgment or declaration of interest on the ownership of the interest in minerals. The action shall be commenced in the circuit court in the county where the interest in minerals is located.

(b) 1. If the court finds that the owner of the interest in minerals used the interest in minerals within the time limits specified under sub. (3) or that the owner of the interest in minerals recorded a claim under sub. (5) before the surface owner recorded a claim under sub. (6) (a) or before the claim took effect as provided under sub. (6) (b) 1., whichever is later, the court shall issue a judgment declaring that the interest in minerals is not lapsed.

2. If the court finds that the owner of the interest in minerals did not use the interest in minerals within the time limits specified under sub. (3) and did not record the claim under sub. (5) before the surface owner recorded the claim under sub. (6) (a) or before the claim took effect as provided under sub. (6) (b) 1., whichever is later, the court shall issue a judgment affording the surface owner’s claim.

(c) Upon the issuance of a judgment affirming the surface owner’s claim or, if no action is brought under par. (a), at the end of the 3-year period after the surface owner’s claim is recorded or at the end of the 3-year period after the claim takes effect as provided under sub. (6) (b) 1., whichever is later, the ownership of the interest in minerals reverts to the owner of the land under which the lapsed interest in minerals is located and title to the interest in minerals is merged with the title to the surface of the land.

(10) WAIVER; LIMITATION. No person may waive or agree to waive the provisions of this section and any waiver or agreement of this type is void. History: 1983 a. 455; 1985 a. 29; 1995 a. 201.

Sub. (3) (a) sets forth a general rule that an interest in minerals must be used at least once every 20 years to avoid lapsing. Sub. (3) (b) creates a three-year grace period—lasting from July 1, 1984, to July 1, 1987—during which owned could use their rights and thereby prevent the automatic lapse that would otherwise occur under sub. (3) (a). The use of an interest in mineral rights during the three-year period does not permanently prevent that interest from lapsing. Instead, once an interest has been used during the requisite three-year period, it is again subject to sub. (3) (a) and will lapse if not used at least once every 20 years. Lakeland Area Property Owners Ass’n, U.A. v. Oneida County, 2021 WI App 19, 396 Wis. 2d 622, 957 N.W.2d 605, 20-0858. The U.S. Supreme Court’s conclusions in Texaco, 454 U.S. 516 (1982), compel a conclusion in this case that sub. (3) does not result in an unconstitutional taking of property without just compensation, nor does it violate due process for lack of notice. Similar to the statute at issue in Texaco, sub. (3) provides that a mineral rights owner’s interest lapses if not used for 20 years and sets forth a grace period during which owners who did not use their mineral rights during the previous twenty years could take action to prevent that interest from lapsing. Lakeland Area Property Owners Ass’n, U.A. v. Oneida County, 2021 WI App 19, 396 Wis. 2d 622, 957 N.W.2d 605, 20-0858.
CONVEYANCES OF REAL PROPERTY; RECORDING; TITLES

706.06 Authentication. (1) Any instrument may be acknowledged, or its execution otherwise authenticated by its signatories, as provided by the laws of this state; or as provided in this section or ch. 140.

(2) Any public officer entitled by virtue of his or her office to administer oaths, and any member in good standing of the State Bar of Wisconsin, may authenticate one or more of the signatures on an instrument relating to lands in this state, by endorsing the instrument “Acknowledged,” “Authenticated,” or “Signatures Guaranteed,” or other words to similar effect, adding the date of authentication, his or her own signature, and his or her official or professional title. The endorsement, unless expressly limited, shall operate as an authentication of all signatures on the instrument; and shall constitute a certification that each authenticated signature is the genuine signature of the person represented; and, as to signatures made in a representative capacity, shall constitute a certification that the signer purported, and was believed, to be such representative.

(3) Affidavits shall be authenticated by a certificate of due execution of the instrument, executed by a person entitled to administer oaths.

(4) In addition to any criminal penalty or civil remedy otherwise provided by law, knowingly false authentication of an instrument shall subject the authenticator to liability in tort for compensatory and punitive damages caused thereby to any person. History: 1971 c. 211; 1973 c. 243; 1979 c. 110; 1983 a. 492 s. 3; 1993 a. 486; 2001 a. 103; 2019 a. 125.

706.08 Nonrecording, effect. (1) (a) Except for patents issued by the United States or this state, or by the proper officers of either, every conveyance that is not recorded as provided by law, shall be void as against any subsequent purchaser, in good faith and for a valuable consideration, of the same real estate or any portion of the same real estate whose conveyance is recorded first.

(b) A conveyance of mineral interests which is not recorded in the office of the register of deeds of the county in which the land is located, within 30 days after it is signed by the lessor, is void. History: 1971 c. 211; 1973 c. 243; 1979 c. 110; 1983 a. 492 s. 3; 1993 a. 486; 2001 a. 103; 2019 a. 125.

2. A party's marital status.
3. The date on which the conveyance was executed.
4. Whether the property is a homestead.
5. The tax parcel number.
6. The identity of the drafter.
7. The recording data for an instrument referenced in the conveyance.
8. The nature and purpose of the conveyance.
10. Facts relating to the acknowledgment or authentication.
(c) The addition of an acknowledgment or authentication.

(c) The person conveys an interest in land as trustee to a good faith purchaser, as defined in s. 401.201 (2) (qm).

(5) When a conveyance purports to be absolute in terms, but is made or intended to be made defeasible by force of another instrument for that purpose, the original conveyance shall not be thereby 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 has been recorded in the office of the register of deeds of the county where the lands lie.

(6) The recording of an assignment of a mortgage shall not in itself be deemed notice of such assignment to the mortgagee so as to invalidate any payment made to the mortgagee without actual notice of such assignment.

(7) No letter of attorney or other instrument containing a power to convey lands, when executed and recorded under this chapter, shall be deemed to be revoked by any act of the party by whom it was executed unless the instrument containing such revocation is also recorded in the same office in which the instrument containing the power was recorded, and such record shall import notice to all persons, including the agent named in said letter of attorney of the contents thereof. The death of the party executing such letter of attorney shall not operate as a revocation thereof as to the attorney or agent until the attorney or agent has notice of the death, or as to one who without notice of such death in good faith deals with the attorney or agent.


An unrecorded conveyance, if delivered, is valid against judgment creditors since they are not bona fide creditors for value. West Federal Savings & Loan Ass’n v. Interstate Investment, Inc., 57 Wis. 2d 690, 205 N.W.2d 361 (1973).

A purchaser having constructive notice that there may have been an unrecorded conveyance was not a “purchaser in good faith” under sub. (1) (a). Kordecki v. Rizzo, 106 Wis. 2d 713, 317 N.W.2d 479 (1982).

An original mortgagee’s knowledge of a prior mortgage not properly of record will not be imputed to an assignee of the mortgage with no knowledge of the prior mortgage and does not render the assignee not a purchaser in good faith under sub. (1) (a) who cannot claim priority. Bank of New Glarus v. Swartwood, 2006 WI App 224, 207 Wis. 2d 458, 725 N.W.2d 945 (2007).

706.085 Correction instruments. (1) ENTITLED TO BE RECORDED; PURPOSES. An instrument correcting a previously recorded conveyance shall be entitled to record in accordance with s. 706.05 in the office of the register of deeds of the county in which the conveyance is recorded and shall include one or more of the following:

(a) The correction of a legal description, including a distance; angle; direction; bearing; chord; lot, block, unit, or building number or letter; appurtenant easement; section number; township name or number; municipality, county, or state name; range number or meridian; certified survey map number; or subdivision or condominium name.

(b) The addition, correction, or clarification of information other than a legal description, including any of the following information:

1. A party’s name, including the spelling of the name; a first or middle name or initial; a name suffix, such as senior or junior; and alternate names by which the party is known; or a description of an entity as a corporation, company, or similar identifier.

2. A party’s marital status.

3. The date on which the conveyance was executed.

4. Whether the property is a homestead.

5. The tax parcel number.

6. The identity of the drafter.

7. The recording data for an instrument referenced in the conveyance.

8. The nature and purpose of the conveyance.


10. Facts relating to the acknowledgment or authentication.

(c) The addition of an acknowledgment or authentication.

706.085 Correction instruments. (1) ENTITLED TO BE RECORDED; PURPOSES. An instrument correcting a previously recorded conveyance shall be entitled to record in accordance with s. 706.05 in the office of the register of deeds of the county in which the conveyance is recorded and shall include one or more of the following:

(a) The correction of a legal description, including a distance; angle; direction; bearing; chord; lot, block, unit, or building number or letter; appurtenant easement; section number; township name or number; municipality, county, or state name; range number or meridian; certified survey map number; or subdivision or condominium name.

(b) The addition, correction, or clarification of information other than a legal description, including any of the following information:

1. A party’s name, including the spelling of the name; a first or middle name or initial; a name suffix, such as senior or junior; and alternate names by which the party is known; or a description of an entity as a corporation, company, or similar identifier.

2. A party’s marital status.

3. The date on which the conveyance was executed.

4. Whether the property is a homestead.

5. The tax parcel number.

6. The identity of the drafter.

7. The recording data for an instrument referenced in the conveyance.

8. The nature and purpose of the conveyance.


10. Facts relating to the acknowledgment or authentication.

(c) The addition of an acknowledgment or authentication.
(d) The disclaimer by a grantee under a deed of that party’s interest in the real property that is the subject of the deed.

(e) The addition of a mortgagee’s consent or subordination.

(2) Execution requirements. (a) A correction instrument shall be acknowledged or authenticated in accordance with s. 706.06 or ch. 140. It shall recite the document number of the conveyance, the names of the grantor and grantee, and, if given on the conveyance, the volume and page where the conveyance is filed or recorded.

(b) 1. Except as otherwise provided in this paragraph, a correction instrument that is executed after May 28, 2010, may be executed by a person having personal knowledge of the circumstances of the conveyance and of the facts recited in the correction instrument, including the grantor, the grantee, the person who drafted the conveyance that is the subject of the correction instrument, or the person who acted as the settlement agent in the transaction that is the subject of the conveyance, and shall recite the basis for the person’s personal knowledge. A correction instrument that was executed before May 28, 2010, is not rendered ineffective by reason of the instrument’s failure to recite that the maker had the knowledge or capacity required under this subdivision.

2. A correction instrument that makes the correction under sub. (1) (e) shall be signed by the consenting party, or an heir, successor, or assignee of the party.

3. A correction instrument that adds, removes, or replaces a divisible parcel in a conveyance shall be signed by the following persons:
   a. If the correction instrument supplies a lot, block, unit, or building number or letter that was omitted from a conveyance, by any party identified in subd. 1.
   b. If a parcel is being added to a conveyance that also correctly conveys other land, only by the grantor.
   c. If a parcel is being removed from a conveyance that also correctly conveys other land, only by the grantee.
   d. If a lot or unit number or letter is being corrected and the lot or unit incorrectly recited in the conveyance is also owned by the grantor, only by the grantee.
   e. If a lot, block, unit, or building number or letter is being corrected and the lot or unit incorrectly recited in the conveyance is also owned by the grantor, by any party identified in subd. 1.
   f. A person who executes and records a correction instrument shall send notice of that fact by 1st class mail to all parties to the transaction that was the subject of the conveyance at their last-known addresses.

(3) Effect of record. All of the following apply to the record of a correction instrument that complies with this section, or a certified copy of the record:

(a) It is prima facie evidence of the facts stated in the instrument; is presumed to be true, subject to rebuttal; and constitutes notice to a purchaser under s. 706.09 of the facts recited in the instrument.

(b) It may be asserted by a purchaser for a valuable consideration against any person making an adverse or inconsistent claim under s. 706.09 (1) (i).

(4) Previously recorded instruments are valid. Any instrument recorded before May 28, 2010, that purports to correct a previously recorded conveyance and that would have been a valid correction instrument under this section had this section been in effect when the instrument was recorded is hereby validated.


706.09 Notice of conveyance from the record.

(1) When conveyance is free of prior adverse claim. A purchaser for a valuable consideration, without notice as defined in sub. (2), and the purchaser’s successors in interest, shall take and hold the estate or interest purported to be conveyed to such purchaser free of any claim adverse to or inconsistent with such estate or interest, if such adverse claim is dependent for its validity or priority upon:

(a) Nondelivery. Nondelivery, or conditional or revocable delivery, of any recorded conveyance, unless the condition or revocability is expressly referred to in such conveyance or other recorded instrument.

(b) Conveyance outside chain of title not identified by definite reference. Any conveyance, transaction or event not appearing of record in the chain of title to the real estate affected, unless such conveyance, transaction or event is identified by definite reference in an instrument of record in such chain. No reference shall be definite which fails to specify, by direct reference to a particular place in the public land record, or, by positive statement, the nature and scope of the prior outstanding interest created or affected by such conveyance, transaction or event, the identity of the original or subsequent owner or holder of such interest, the real estate affected, and the approximate date of such conveyance, transaction or event.

(c) Unrecorded extensions of interests expiring by lapse of time. Continuance, extension or renewal of rights of grantees, purchasers, optionees, or lessees under any land contract, option, lease or other conveyance of an interest limited to expire, absolutely or upon a contingency, within a fixed or determinable time, where 2 years have elapsed after such time, unless there is recorded a notice or other instrument referring to such continuance, extension or renewal and stating or providing a later time for the enforcement, exercise, performance or termination of such interest and then only if less than 2 years have elapsed after such later time. This paragraph shall not apply to life estates, mortgages or trust deeds, nor shall it inferentially extend any interest otherwise expiring by lapse of time.

(d) Nondelivery or conditional or revocable delivery. Nondelivery of persons in chain of title. Nondelivery of persons named in, signing or acknowledging one or more related conveyances or instruments affecting real estate, provided the persons appear in such conveyances under identical names or under variants thereof, including inclusion, exclusion or use of: commonly recognized abbreviations, contractions, initials, or foreign, colloquial, or other equivalents; first or middle names or initials; simple transpositions which produce substantially similar pronunciation; articles or prepositions in names or titles; description of entities as corporations, companies, or any abbreviation or contraction of either; name suffixes such as senior or junior; where such identity or variance has appeared of record for 5 years.

(e) Marital interests. Homestead of the spouse of any transferee of an interest in real estate, if the recorded conveyance purports to transfer the homestead states that the person executing it is single, unmarried or widowed or fails to indicate the marital status of the transferee, and if the conveyance has, in either case, appeared of record for 5 years. This paragraph does not apply to the interest of a married person who is described of record as a holder in joint tenancy or of marital property with that transferee.

(f) Lack of authority of officers, agents or fiduciaries. Any defect or insufficiency in authorization of any purported officer, partner, manager, agent, or fiduciary to act in the name or on behalf of any corporation, partnership, limited liability company, principal, trust, estate, minor, individual adjudicated incompetent, or other holder of an interest in real estate purported to be conveyed in a representative capacity, after the conveyance has appeared of record for 5 years.

(g) Defects in judicial proceedings. Any defect or irregularity, jurisdictional or otherwise, in an action or proceeding out of which any judgment or order affecting real estate issued after the judgment or order has appeared of record for 5 years.

(h) Nonexistence, incapacity or incompetency. Nonexistence, acts in excess of legal powers or legal incapacity or incompetency of any purported person or legal entity, whether natural or artificial, foreign or domestic, provided the recorded conveyance or
instrument affecting the real estate shall purport to have been duly executed by such purported person or legal entity, and shall have appeared of record for 5 years.

(1) **Facts not asserted of record.** Any fact not appearing of record, but the opposite or contradiction of which appears affirmatively and expressly in a conveyance, affidavit or other instrument of record in the chain of title of the real estate affected for 5 years. Such facts may, without limitation by noninclusion, relate to age, sex, birth, death, capacity, relationship, family history, descent, heirship, names, identity of persons, marriage, marital status, homestead, possession or adverse possession, residence, service in the armed forces, conflicts and ambiguities in descriptions of land in recorded instruments, identification of any recorded plats or subdivisions, corporate authorization to convey, and the happening of any condition or event which terminates an estate or interest.

(2) **Defects in tax deed.** Nonexistence or illegality of any proceedings from and including the assessment of the real estate for taxation up to and including the execution of the tax deed after the tax deed has been of record for 5 years.

(k) **Interests not of record within 30 years.** Any interest of which no affirmative and express notice appears of record within 30 years.

(2) **Notice of prior claim.** A purchaser has notice of a prior outstanding claim or interest, within the meaning of this section wherever, at the time such purchaser’s interest arises in law or equity:

(a) **Affirmative notice.** Such purchaser has affirmative notice apart from the record of the existence of such prior outstanding claim, including notice, actual or constructive, arising from use or occupancy of the real estate by any person at the time such purchaser’s interest therein arises, whether or not such use or occupancy is exclusive; but no constructive notice shall be deemed to arise from use or occupancy unless due and diligent inquiry of persons using or occupying such real estate would, under the circumstances, reasonably have disclosed such prior outstanding interest; or unless such use or occupancy is actual, visible, open and notorious; or

(b) **Notice of record within 30 years.** There appears of record in the chain of title of the real estate affected, within 30 years and prior to the time at which the interest of such purchaser arises in law or equity, an instrument affording affirmative and express notice of such prior outstanding interest conforming to the requirements of definiteness of sub. (1) (b); or

(c) **Same.** The applicable provisions of sub. (1) (c) to (k) requiring that an instrument remain for a time of record, have not been fully satisfied.

(3) **When prior interest not barred.** This section shall not be applied to bar or infringe any prior outstanding interest in real estate:

(a) **Public service corporations, railroads, electric cooperatives, trustees, natural gas companies, governmental units.** While owned, occupied or used by any public service corporation, any railroad corporation as defined in s. 195.02 (1), any water carrier as defined in s. 195.02 (5), any electric cooperative organized and operating on a nonprofit basis under ch. 185, any natural gas company, as defined in 15 USC 717a (6), or any trustee or receiver of any such corporation, electric cooperative, or natural gas company, or any mortgagee or trust deed trustee or receiver thereof; or any such interest while held by the United States, the state or any political subdivision or municipal corporation thereof; or

(b) **Unplatted, unimproved, unused, etc.** Which, at the time such subsequent purchaser’s interest arises, is unplatted, vacant and unoccupied, unused, unimproved and uncultivated; except that this paragraph shall not apply to prior interests dependent for validity or priority upon the circumstances described in sub. (1) (a), (b), (j) and (k).

(4) **Chain of title; definition.** The term “chain of title” as used in this section includes instruments, actions and proceedings discoverable by reasonable search of the public records and indexes affecting real estate in the offices of the register of deeds and in probate and of clerks of courts of the counties in which the real estate is located; a tract index shall be deemed an index where the same is publicly maintained.

(5) **Construction.** Nothing in this section shall be construed to raise or support any inference adverse or hostile to marketability of titles.

(6) **Effective date.** This section shall take effect and may be invoked by qualified purchasers without notice as defined in sub. (2) whose interests arise on or after July 1, 1968, and by their successors in interest thereafter.

**History:** 1975 c. 94 s. 91 (16); 1979 c. 110; 1983 a. 186; 1987 a. 330; 1993 a. 112, 486, 496; 2005 a. 179, 387; 2009 a. 378, 379.

This section does not create or govern interests in land but deals with circumstances when a purchaser of land will be held to have notice of adverse interests. Interests arise through adverse possession or use are governed by ch. 893. Rock Lakes Estates Unit Owners Ass’n v. Township of Lake Mills, 195 Wis. 2d 348, 536 N.W.2d 415 (Ct. App. 1995), 94–2488.

A purchaser of land has three sources of information from which to learn of rights in the land: 1) records in the office of the register of deeds; 2) other public records that are usually not recorded, such as judgments and liens; and 3) the land itself, to find rights that arise by virtue of possession or use. The purchaser is chargeable with knowledge of the location of the land’s boundaries as against third persons. Hoey Outdoor Advertising, Inc. v. Rici, 2002 WI App 231, 256 Wis. 2d 347, 653 N.W.2d 763, 01–2186.

Sub. (2) (b) does not require purchasers for value to find, in the absence of a proper record, that an interest could possibly be discovered. Such a requirement would be contrary to the very purpose of the recording statutes, to ensure a clear and certain system of property conveyance. Associates Financial Services Co. of Wisconsin v. Brown, 2002 WI App 307, 256 Wis. 2d 556, 681 N.W.2d 343.


An original mortgagee’s knowledge of a prior mortgage probably not of record will not be imputed to an assignee of the mortgage with no knowledge of the prior mortgage and does not render the assignee not a purchaser in good faith under s. 706.08 (1) (a) who cannot claim priority. Bank of New Glarus v. Swartwood, 2006 WI App 224, 297 Wis. 2d 458, 725 N.W.2d 944, 03–0647.

The notice requirements in sub. (2) explain when use or occupancy gives a buyer a duty to inquire about rights held by others. Nothing in that section distinguishes between prescriptive rights and improperly recorded rights. Anderson v. Quinn, 2007 WI App 260, 306 Wis. 2d 680, 743 N.W.2d 492, 06–2462.

A condominium declaration is only an instrument under sub. (2) (b) in that it contains a “definite reference” to the common elements, including by legal description and plat map. In this case, the condominium association’s interest in the common elements was within the property’s chain of title. From review of the declaration, a subsequent quitclaim deed, and existing law, a purchaser would have been aware that the declarant was without the authority to cause the association to convey the common elements to the purchaser, and then only if there was a removal instrument under s. 703.28 allowing severance of the land into a parcel separate from the condominium. Lakes of Ville Du Parc Condominium Ass’n v. City of Mequon, 2001 WI App 48, 989 N.W.2d 38, 770 N.W.2d 146, 2000–0600.

In this case, after the condominium declaration was recorded, the declarant prepared and recorded a new survey map and caused the land to be recorded in the plat index under separate parcel identification numbers (PINs). Although this survey map showed that the purchaser claimed that his search of the plat index did not reveal the condominium association’s interest in the land, the condominium association’s interest was discovered through a “reasonable search” and therefore was in the chain of title under sub. (4). As a result, the purchaser was put on record notice of the association’s ownership claim, and this section did not apply to the purchaser. Lakes of Ville Du Parc Condominium Ass’n v. City of Mequon, 2001 WI App 48, 989 N.W.2d 38, 770 N.W.2d 146, 2000–0600.

shall appear expressly or by necessary implication in the terms of such conveyance.

(4) A quitclaim deed shall pass all of the interest in or appurtenant to the land described which the grantor could lawfully convey, but shall not warrant or imply the existence, quantity or quality of any such interest.

(5) A conveyance by which the grantor contracts to warrant the land or its title shall be construed according to its terms, under rules of law for construction of contracts. A conveyance by which the grantor warrants the land or its title shall be construed, except as the terms of the conveyance may otherwise provide, to include covenants, for the benefit of the grantee, the grantee’s heirs, successors and assigns, that the grantor at the time of conveyance is lawfully seized of the land; has good right to convey the same land or its title; that the same land or its title is free from all encumbrance; and that the grantor, the grantee’s heirs and personal representatives will forever guarantee and defend the title and quiet possession of the land against all lawful claims whatever originating prior to the conveyance, except as the claims may arise out of open and notorious rights of easement, or out of public building, zoning or use restrictions.

(6) Except as provided in sub. (7) and except as otherwise provided by law, no warranty or covenant shall be implied in any conveyance, whether or not such conveyance contains special warranties or covenants. No mortgage shall be construed as implying a covenant for the payment of the sum thereby intended to be secured, and when there shall be no express covenant for such payment contained in the mortgage and no bond or other separate instrument to secure such payment shall have been given, the remedies of the mortgagee, shall be confined to the lands mentioned in the mortgage.

(7) In the absence of an express or necessarily implied provision to the contrary, a conveyance evidencing a transaction under which the grantor undertakes to improve the premises so as to equip them for grantee’s specified use and occupancy, or to procure such improvement under grantor’s direction or control, shall imply a covenant that such improvement shall be performed in a workmanlike manner, and shall be reasonably adequate to equip the premises for such use and occupancy.

History: 1973 c. 243; 1979 c. 175; 1993 a. 486.

Sub. (5) confirms that the rules of contract construction are to be used in interpreting the covenants of a deed. The measure of damages for breach of a covenant is the common law measure of damages for breach of warranty of title. Schorsch v. Blader, 2009 WI 46, 335 Wis. 2d 540, 714 N.W.2d 643. A warranty deed grants a present fee simple interest. A purported reservation of a power of appointment in a warranty deed is ineffective. Powers may be reserved but not by warranty deed. Lucarelli v. Lucarelli, 2000 WI App 133, 237 Wis. 2d 487, 614 N.W.2d 60, 99-1679.

Sub. (3) applies to easements. Borek Cranberry Marsh, Inc. v. Jackson County, 2010 WI 95, 328 Wis. 2d 613, 785 N.W.2d 615, 08-1144.

A necessary implication under sub. (3) is one that is so clear as to be express; it is a required implication. The words “heirs and assigns,” or any similar language, are unnecessary under sub. (3) to indicate a transferable interest. As a matter of law, “grantee” has the exact same meaning as “grantee and his heirs and assigns” unless another meaning is expressly stated or implied. Therefore, “heirs and assigns” need not be construed as having any legal effect and the use of the term in a grant of water flowage rights and not in a grant of sand removal rights in the same deed did not create a necessary implication that the sand rights were non-transferable. Borek Cranberry Marsh, Inc. v. Jackson County, 2010 WI 95, 328 Wis. 2d 613, 785 N.W.2d 615, 08-1144.

Performance in a “workmanlike manner” under sub. (7) requires a builder to perform work with the care and skill and provide suitable materials as contractors of reasonable prudence, skill, and judgment in similar construction would. Riverfront Lofs Condominium Owners Ass’n v. Milwaukee/Riverfront Properties Limited Partnership, 236 F. Supp. 2d 918 (2002).

For the premises not to be “reasonably adequate for their intended use and occupancy,” a showing of negligence is not necessary. The defect must be fundamental to the habitability of the building. A defendant must meet a high standard to establish a disclaimer of the protections of sub. (7). Riverfront Lofs Condominium Owners Ass’n v. Milwaukee/Riverfront Properties Limited Partnership, 236 F. Supp. 2d 918 (2002).


**706.105 Applicability of general transfers at death provisions.** Chapter 854 applies to transfers at death under a conveyance. History: 1997 a. 188.
loan association, or of any other mortgage from any other source and received by the owner of the premises or by any contractor or subcontractor performing the work and labor, forthwith constitute a trust fund only in the hands of such owner, contractor or subcontractor for the payment proportionally of all claims due and to become due or owing from such contractor or subcontractor for lienable labor and materials until all such claims have been paid, and shall not be a trust fund in the hands of any other person. This section shall not create a civil cause of action against any person other than the owner, contractor or subcontractor. The use of any of such moneys by any owner, contractor or subcontractor for any other purpose until all claims, except those which are the subject of a bona fide dispute, have been paid in full, or proportionally in cases of a deficiency, shall constitute theft by such owner, contractor or subcontractor of any moneys so misappropriated. The district attorney of the county where the premises are situated shall on the complaint of any aggrieved party prosecute such owner, contractor or subcontractor misappropriating such moneys for such theft.

(4) Subsection (1) does not apply to a 2nd mortgage assigned to or executed to the department of veterans affairs under s. 45.80 (4) (a) 1., 1989 stats., or s. 45.37 (3), 2017 stats.


The word “contractor” in sub. (3) includes an owner who acts as his own general contractor, and he can be held liable for conversion. Paulsen Lumber, Inc. v. Meyer, 47 Wis. 2d 621, 177 N.W.2d 884 (1970).

“Filed after the recording of such mortgage” in sub. (1) includes “all liens.” Marine Bank Appleton v. Hetpas, Inc., 149 Wis. 2d 587, 439 N.W.2d 604 (Ct. App. 1989).

“Liens” in this section does not include a lease. Grosskopf Oil, Inc. v. Winter, 156 Wis. 2d 575, 457 N.W.2d 514 (Ct. App. 1990).

Sub. (1) (d) applies to all state banks, not just Wisconsin chartered state banks. To hold otherwise would discourages banks chartered in states other than Wisconsin from lending money to investors hoping to invest in Wisconsin projects and likely trigger the cost of capital for Wisconsin projects to rise. Lowell Management Services, Inc. v. General National PQC, LLC, 2009 WI App 149, 321 Wis. 2d 589, 774 N.W.2d 811, 08–2533.

706.12 Uniform vendor and purchaser risk act.

(1) Any contract made in this state for the purchase and sale of realty shall be interpreted as including an agreement that the parties shall have the following rights and duties, unless the contract expressly provides otherwise:

(a) If, when either the legal title or the possession of the subject matter of the contract has been transferred, all or a material part thereof is destroyed without fault of the purchaser or is taken by eminent domain, the purchaser cannot enforce the contract, and the purchaser is entitled to recover any portion of the price that the purchaser has paid.

(b) If, when either the legal title or the possession of the subject matter of the contract has been transferred, all or any part thereof is destroyed without fault of the vendor or is taken by eminent domain, the purchaser is not thereby relieved from a duty to pay the price, nor is the purchaser entitled to recover any portion thereof that the purchaser has paid.

(2) This section shall be so construed as to make uniform the law of those states which enact it.

(3) This section may be cited as the uniform vendor and purchaser risk act.

History: 1975 c. 422; 1993 a. 486.

706.13 Slander of title.

In addition to any criminal penalty or civil remedy provided by law, any person who submits for filing, entering in the judgment and lien docket or recording, any lien, claim of lien, lis pendens, writ of attachment, financing statement or any other instrument relating to a security interest in or the title to real or personal property, and who knows or should have known that the contents or any part of the contents of the instrument are false, a sham or frivolous, is liable in tort to any person interested in the property whose title is thereby impaired, for punitive damages of $1,000 plus any actual damages caused by the filing, entering or recording.

(2) This section applies to any person who causes another person to act in the manner specified in sub. (1).

(3) This section does not apply to a record of deeds or other government employee who acts in the course of his or her official duties and files, enters or records any instrument relating to title on behalf of another person.

History: 1979 c. 221; 1995 a. 224; 1997 a. 27.

Enactment of this section did not create a cause of action nor destroy the common-law right of recovery. Schlytter v. Lesperance, 62 Wis. 2d 661, 215 N.W.2d 552 (1974).

When a lawsuit is commenced under this section, conditional rather than absolute proof applies to the filing of a lis pendens. Kensington Development Corp. v. Israel, 142 Wis. 2d 894, 419 N.W.2d 241 (1988).

The filing of a lis pendens is not privileged when there is no relationship between the filing and the underlying action. Larson v. Zehr, 151 Wis. 2d 637, 445 N.W.2d 699 (Cl. App. 1989).

To recover for slander of title, it is not necessary in all cases to prove the loss of an actual sale. The trial court must consider whether it is reasonable under the circumstances to require proof that the slander prevented a particular sale, and if not, the court must determine the degree of particularity required. Tym v. Ludwig, 196 Wis. 2d 375, 538 N.W.2d 600 (Ct. App. 1995), 94–2859.

706.14 Transitional and curative provisions.

The operation or effect of a conveyance made or recorded in accordance with the provisions of any prior law of this state, or thereafter validated, perfected or cured under any such prior law, shall not be impaired or affected by any provision of this chapter.

706.15 Liens against public officials or employees. No lien may be filed, entered or recorded against the real or personal property of any official or employee of the state or any political subdivision of the state, relating to an alleged breach of duty by the official or employee, except after notice and a hearing before a court of record and a finding by the court that probable cause exists that there was a breach of duty.

History: 1979 c. 221; 1995 a. 224.

706.20 Disclosure duty; immunity for providing notice about the sex offender registry.

(1) Except as provided in sub. (2), an owner of an interest in real property has no duty to disclose to any person in connection with the sale, exchange, purchase or rental of the real property any information related to the fact that a particular person is required to register as a sex offender under s. 301.45 or any information about the sex offender registry under s. 301.45.

(2) If, in connection with the sale, exchange, purchase or rental of real property, a person requests of an owner of an interest in the real property information related to whether a particular person is required to register as a sex offender under s. 301.45 or any other information about the sex offender registry under s. 301.45, the owner has a duty to disclose such information, if the owner has actual knowledge of the information.

(3) Notwithstanding sub. (2), the owner is immune from liability for any act or omission related to the disclosure of information under sub. (2) if the owner in a timely manner provides to the person requesting the information written notice that the person may obtain information about the sex offender registry and persons registered with the registry by contacting the department of corrections. The notice shall include the appropriate telephone number and Internet site of the department of corrections.

History: 1999 a. 89.

706.22 Prohibition on imposing time-of-sale, purchase, or occupancy requirements.

In this section:

(a) “Actions with respect to the property” include such actions as having an inspection made by an employee or agent of, or contractor with, the local governmental unit; making improvements or repairs; removing junk or debris; mowing or pruning; performing maintenance or upkeep activities; weatherproofing; upgrading electrical systems; paving; painting; repairing or replacing appliances; replacing or installing fixtures or other items; and actions relating to compliance with building codes or other property condition standards.
706.22 CONVEYANCES OF REAL PROPERTY; RECORDING; TITLES

(b) “Local governmental unit” means any of the following:
1. A political subdivision of this state.
2. A special purpose district in this state.
3. An agency or corporation of a political subdivision or special purpose district in this state.
4. A combination or subunit of any entity under subs. 1. to 3.
5. An employee or committee of any entity under subs. 1. to 3.

(2) REQUIREMENTS TIED TO SALE, PURCHASE, OR TAKING OCCUPANCY OF PROPERTY PROHIBITED. (a) Except as provided in par. (b), no local governmental unit may by ordinance, resolution, or any other means do any of the following:

1m. Restrict the ability of an owner of real property to sell or otherwise transfer title to or refinance the property by requiring the owner or an agent of the owner to take certain actions with respect to the property or pay a related fee, to show compliance with taking certain actions with respect to the property, or to pay a fee for failing to take certain actions with respect to the property, at any of the following times:
   a. Before the owner may sell, refinance, or transfer title to the property.
   b. At the time of the sale or refinancing of, or the transfer of title to, the property.
   c. Within a certain period of time after selling, refinancing, or transferring title to the property.

2m. Restrict the ability of a person to purchase or take title to real property by requiring the person or an agent of the person to take certain actions with respect to the property or pay a related fee, to show compliance with taking certain actions with respect to the property, or to pay a fee for failing to take certain actions with respect to the property, at any of the following times:
   a. Before the owner may sell, refinance, or transfer title to the property.
   b. At the time of completing the purchase of or taking title to the property.
   c. Within a certain period of time after completing the purchase of or taking title to the property.

3m. Restrict the ability of a purchaser or transferee of title to residential real property to take occupancy of the property by requiring the purchaser or transferee or an agent of the purchaser or transferee to take certain actions with respect to the property or pay a related fee, to show compliance with taking certain actions with respect to the property, or to pay a fee for failing to take certain actions with respect to the property, at any of the following times:
   a. Before the purchaser or transferee may take occupancy of the property.
   b. At the time of taking occupancy of the property.
   c. Within a certain period of time after taking occupancy of the property.

(b) If a local governmental unit has in effect on March 2, 2016, an ordinance, resolution, or policy that is inconsistent with sub. (2)
   (a) 2m. or 3m., the ordinance, resolution, or policy does not apply and may not be enforced.

706.25 Uniform real property electronic recording act. (1) DEFINITIONS. In this section:

(a) “Document” means information that satisfies all of the following:
   1. The information is inscribed on a tangible medium or it is stored in an electronic or other medium and is retrievable in perceivable form.
   2. The information is eligible to be recorded in the land records maintained by the register of deeds.
   (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 register of deeds in an electronic form.
   (d) “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.
   (e) “Paper document” means a document that is received by the register of deeds in a form that is not electronic.
   (f) “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.
   (g) “State” means a state of the United States, the District of Columbia, Puerto Rico, the United States Virgin Islands, or any territory or insular possession subject to the jurisdiction of the United States.

(2) VALIDITY OF ELECTRONIC DOCUMENTS. (a) If a law requires, as a condition for recording, that a document be an original, be on paper or another tangible medium, or be in writing, the requirement is satisfied by an electronic document satisfying this section.
   (b) If a law requires, as a condition for recording, that a document be signed, the requirement is satisfied by an electronic signature.
   (c) A requirement that a document or a signature associated with a document be notarized, 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.

(3) RECORDING OF DOCUMENTS. (a) A register of deeds may do any of the following:
   1. Receive, index, store, archive, and transmit electronic documents.
   2. Provide for access to, and for search and retrieval of, documents and information by electronic means.
   3. Convert paper documents accepted for recording into electronic form.
   4. Convert into electronic form information recorded before the register of deeds began to record electronic documents.

2021–22 Wisconsin Statutes updated through all Supreme Court and Controlled Substances Board Orders filed before and in effect on January 1, 2023. Published and certified under s. 35.18. Changes effective after January 1, 2023, are designated by NOTES. (Published 1–1–23)
5. Accept electronically any fee that the register of deeds is authorized to collect.

6. Agree with other officials of a state or a political subdivision thereof, or of the United States, on procedures or processes to facilitate the electronic satisfaction of prior approvals and conditions precedent to recording and the electronic payment of fees.

(b) A register of deeds who accepts electronic documents for recording shall continue to accept paper documents as authorized by state law and shall place entries for both types of documents in the same index.

(c) A register of deeds who performs any of the functions specified in this subsection shall do so in compliance with standards established by the electronic recording council and promulgated by rule under sub. (4).

(d) Every document that a register of deeds accepts for recordation under this subsection shall be considered recorded despite its failure to conform to one or more of the requirements of this section or s. 59.43 (2m), if the document is properly indexed in a public index maintained in the office of the register of deeds.

(4) ADMINISTRATION AND STANDARDS. (a) The electronic recording council shall adopt standards to implement this section. The department of administration shall promulgate by rule the standards adopted, amended, or repealed by the council under this paragraph.

(b) To keep the standards and practices of registers of deeds in this state in harmony with the standards and practices of recording offices in other jurisdictions that enact substantially this section and to keep the technology used by registers of deeds in this state compatible with technology used by recording offices in other jurisdictions that enact substantially this section, the electronic recording council, so far as is consistent with the purposes, policies, and provisions of this section, in adopting, amending, and repealing standards shall consider all of the following:

1. Standards and practices of other jurisdictions.

2. The most recent standards promulgated by national standard-setting bodies, such as the Property Records Industry Association.

3. The views of interested persons and governmental officials and entities.

4. The needs of counties of varying sizes, populations, and resources.

5. The need for security protection to ensure that electronic documents are accurate, authentic, adequately preserved, and resistant to tampering.

(c) The electronic recording council shall review the statutes related to real property and the statutes related to recording real property documents and shall recommend to the legislature any changes in the statutes that the council finds necessary or advisable.

(5) UNIFORMITY OF APPLICATION AND CONSTRUCTION. In applying and construing this section, consideration must be given to the need to promote uniformity of the law with respect to its subject matter among states that enact it.

(6) RELATION TO ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT. (a) Except as provided in par. (b), this section modifies, limits, and supersedes the federal Electronic Signatures in Global and National Commerce Act, 15 USC 7001, et seq.

(b) This section does not modify, limit, or supersede 15 USC 7001 (c) or authorize electronic delivery of any of the notices described in 15 USC 7003 (b).

(7) SHORT TITLE. This section may be cited as the Uniform Real Property Electronic Recording Act.

History: 2005 a. 421; 2009 a. 98.