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Updated 21−22 Wis. Stats.

CONVEYANCES OF REAL PROPERTY; RECORDING; TITLES

CHAPTER 706
CONVEYANCES OF REAL PROPERTY; RECORDING; TITLES

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 transactions which an interest in land is affected:

(a) By act or operation of law; or

(b) By will; or

(bm) By nonprobate transfer on death under s. 705.15; 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 commencement 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; except that instruments relating to such excluded transactions, if in recordable form, shall be entitled to record.

(3) This chapter shall be liberally construed, in cases of conflict 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. Wys v. Alber, 183 Wis. 2d 243, 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 on a vendor’s interest in a land contract, which includes legal title to land. Liebzeit 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 requirements of s. 706.02, subject to s. 706.25.

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

(6) “Grantor” means the person from whom an interest in land passes by conveyance, including, without limitation, lesors, vendors, mortgagors, optionors, releasors, assignors and trustsettlers of interest in lands, and “grantee” 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 condominium development.

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

(8m) “Mineral” means a naturally occurring substance recognized 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. 293.45 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 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, 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, 329 Wis. 2d 613, 785 N.W.2d 615, 08−1144.

706.02 Formal requites. (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 encumbered; and

(d) Is signed by or on behalf of all of the grantors; and
If the language within the four corners of a deed is unambiguous, the court need look no further for the parties’ intent. Eckendorf v. Austin, 2000 WI App 219, 239 Wis. 2d 69, 619 N.W.2d 129, 00−0713.

Exceptions may affirmatively void the homestead protection in sub. (1) (f) in a pre−marriage 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 that they can with reasonable certainty determine the land which is to be conveyed. It does not, however, necessarily require a legal description. Anderson v. Quinn, 2015 WI App 166, 306 Wis. 2d 640, 745 N.W.2d 605, 15−2462.

Parol evidence in the context of 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 question omits a description of the property, parol evidence would not be admissible under the statute of frauds. 303, LLC v. Born, 2012 WI App 115, 344 Wis. 2d 364, 821 N.W.2d 269, 11−2368.

A conveyance in this case was equitably admissible 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 this section. Dow Family, LLC v. PHH 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, 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, 888 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, 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. Stensho, 2017 WI App 57, 378 Wis. 2d 179, 902 N.W.2d 270, 16−0193.


### 706.03 Agents, officers and guardians. (1)

(1a) “Private corporation” means a corporation other than a public corporation.

(1b) “Public corporation” means this state, a county, town, city or village in this state, a subunit of the state, county, town, city or village, a special purpose district in this state or any state or municipal authority 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 conveyance of a private corporation is authorized to sign conveyances in the corporate name.

(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 on behalf of the minor or individual adjudicated

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**Congressional Record**

2021–22 Wisconsin Statutes updated through 2023 Wis. Act 18 and through all Supreme Court and Controlled Substances Board Orders filed before and in effect on August 10, 2023. Published and certified under s. 35.18. Changes effective after August 10, 2023, are designated by NOTES. (Published 8–10–23)
incompetent. This restriction does not apply if the individual’s adjudication of incompetency permits him or her to contract.


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 by virtue of the partnership agreement or 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−fact, any deed that the attorney−in−fact signs to himself or herself and others is void in its entirety under sub. (1m). 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 reformation 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 of frauds unless all parties have performed the contract, thus indicating their acquiescence in its terms. Schaefer v. Schaefer, 72 Wis. 2d 600, 241 N.W.2d 607 (1976).

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. Krauz v. Maust, 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), (i), 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, 277 N.W.2d 321 (Cl. App. 1979).

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

Failure to execute a document can be cured under this section. Discussing the “ulchis” defense. Security Pacific National Bank v. Ginkowski, 140 Wis. 2d 332, 410 N.W.2d 589 (Cl. App. 1987).

Once a deed has been properly executed and recorded, a court, in equity, may not alter the document when a witness expresses a different intent than was memorialized. Wynhoff v. Vogt, 2000 WI App 57, 233 Wis. 2d 673, 608 N.W.2d 400, 99−0103.

This section does not refer to deficiencies under s. 706.03. Triple Interest, Inc. v. M&O, Inc., 314 F. Supp. 589 (1976).

706.05 Formal requisites for record. (1) Subject to s. 59.43 (2m), every conveyance, and every 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, 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. As excepted 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 thereof 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 therefor 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. Descriptions of property specified under s. 70.17 (3).

4. The requirement under par. (a) (c) 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 and extent of 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.

4. 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 county 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 in 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 there shown.

8. A duly recorded certificate signed by or on behalf of the holder of record of any mortgage or other security interest in

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lands, and authenticated as provided by s. 706.06 or ch. 140 identifying the mortgage or other interest and stating that the same has been paid or satisfied in whole or in part, shall be sufficient to satisfy such mortgage or other interest of record.

(12) Every conveyance of any interest in real property offered for recordation shall be accompanied by the form under s. 77.22 (2).


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 convey 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 before July 1, 1984, to 3 years after 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 interest in minerals, a description of the location and boundary of the interest in minerals and a reference to the recorded instrument which created the interest in minerals. The statement of claim shall be recorded with the register of deeds for the county in which the interest in minerals is located.

(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 LAPSED 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.

(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 lapse of a statement of claim and recorded under sub. (4) to the interest 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 fee 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 affirming 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 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.


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 owners could use their interests in minerals to avoid lapsing. Sub. (3) (c) states 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 those rights 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. 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) treats as different 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 those rights 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.
Due process requires that every owner of a recorded interest, including a mineral interest under this section, be provided written notice of an application for a tax deed. 74 Att'y Gen. 59.

Under this section, the owner of land under which mineral rights have lapsed must record a claim to the lapsed mineral rights in order to foreclose a separate mineral rights owner from curing the lapse. 79 Att'y Gen. 61.

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,” 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 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.

(2) Where a public tract index or abstract of title index is maintained, an instrument properly indexed therein and recorded at length at the place there shown shall be deemed to be duly recorded for purposes of this section, despite any error or omission in the processing of including the instrument, or prior instruments in the same chain of title, in other records. Where an instrument is not properly indexed in such tract or abstract of title index, or where such index is not publicly maintained, the instrument shall be deemed to be duly recorded only if the instrument, together with prior instruments necessary to trace title by use of alphabetical indexes by names of parties, are properly indexed in such alphabetical indexes, and recorded at length at the places there shown. Wherever an instrument is duly recorded hereunder, its record shall be effective as of the date and hour at which it is shown by the public tract index to have been accepted for record. (3) When an express trust is created, but its existence is not otherwise provided by law, knowingly false authentication of an 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 mortgagor 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). Kordick v. Russo, 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, 100 Wis. 2d 458, 725 N.W.2d 945, 484 P.2d 864.

“Good faith” for purposes of sub. (1) (a) exists only when there is no notice under s. 706.09. Anderson v. Quinn, 2007 WI App 260, 306 Wis. 2d 688, 743 N.W.2d 492, 06−2462.

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 jun., or 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. If 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.
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.

(i) **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.

(ii) **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; nor 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) recorded which 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

(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.


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 arising through adverse possession or use are governed by ch. 983. Rock Lake 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 to 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 Outdoors Advertising, Inc. v. Ricci, 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 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 300, 256 Wis. 2d 56, 653 N.W. 2d 466.


An original mortgagee’s knowledge of a prior mortgagee not properly of record will not be imputed to the assignee of the mortgagee with no knowledge of the prior mortgagee 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.

This 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 AP 260, 306 Wis. 2d 688, 743 N.W.2d 492, 06–2462.

A condominium declaration is not 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 quit claim deed, and existing law, a purchaser would have been aware that the declarant was not 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, 2021 WI App 48, 398 Wis. 2d 770, 963 N.W.2d 146, 20–0600.

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 indication separate parcel identification numbers (PINs). Although 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, 2021 WI App 48, 398 Wis. 2d 770, 963 N.W.2d 146, 20–0600.


706.095 Interspousal remedies. Nothing in this chapter limits a spouse’s remedy against the other spouse under ch. 766 for misuse of marital property.

History: 1983 a. 186.

706.10 Forms, construction. (1) The several terms and forms of conveyance authorized by law or in common use in this state on July 1, 1971, shall have the same operation and effect under this chapter as formerly, except as this chapter may expressly provide to the contrary; but this section shall not preclude the adoption or use of other, different or more concise forms which conform to the requirements of this chapter.

(2) No conveyance shall be void for the reason that at the time of delivery thereof such lands are in actual possession of a person claiming under title adverse to the grantor.

(3) In conveyances of lands words of inheritance shall not be necessary to create or convey a fee, and every conveyance shall pass all the estate or interest of the grantor unless a different intent

2021–22 Wisconsin Statutes updated through 2023 Wis. Act 18 and through all Supreme Court and Controlled Substances Board Orders filed before and in effect on August 10, 2023. Published and certified under s. 35.18. Changes effective after August 10, 2023, are designated by NOTES. (Published 8–10–23)
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 grantor’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 mortgagor, 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 106, 316 Wis. 2d 420, 760 N.W.2d 514 (Ct. App. 2009), 96-1220.

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 and appointed, but not by warranty deed. Lucareli v. Lucareli, 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 App 181, 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, “grantor” 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 91, 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 Lofts 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” under sub. (7), 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 Lofts Condominium Owners Ass’n v. Milwaukee/Riverfront Properties Limited Partnership, 236 F. Supp. 2d 918 (2002).


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 such owner, contractor or subcontractor. The use or sale 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. Paulson Lumber, Inc. v. Meyer, 47 Wis. 2d 621, 177 N.W.2d 884 (1970).

“No file” 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 discourage 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 POC, LLC, 2009 WI AP 149, 321 Wis. 2d 580, 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 neither the legal title nor 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.

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

(1) Definitions. 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.
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(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 subds. 1. to 3.

5. An employee or committee of any entity under subds. 1. to 4.

(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 person may complete the purchase of or take 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 of 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.

NOTE: 2015 Wis. Acts 176 and 391 each created a paragraph numbered s. 706.22 (3) (b). The language of this paragraph in both acts is identical and directed the Legislative Reference Bureau to insert the effective date of the paragraph into the statutory text. Upon the enactment of Act 176, the Legislative Reference Bureau inserted March 2, 2016, the effective date of the paragraph under that act. The creation of the same language by Act 391, effective April 28, 2016, did not change the initial effective date of the language of this paragraph.

History: 2015 a. 55, 176, 391.

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.
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) Relationship 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.