

INSTRUCTIONS – CORRECTION INSTRUMENTS
(PURSUANT TO §706.085, Wis. Stats).

What may be corrected?

1. 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. See §706.085(1)(a).
2. The addition, correction, or clarification of information **other than a legal description**, including any of the following information: See §706.085(1)(b).
 - a. 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; alternate names by which the party is known; or a description of an entity as a corporation, company, or similar identifier.
 - b. A party's marital status.
 - c. The date on which the conveyance was executed.
 - d. Whether the property is a homestead.
 - e. The tax parcel number.
 - f. The identity of the drafter.
 - g. The recording data for an instrument referenced in the conveyance.
 - h. The nature and purpose of the conveyance.
 - i. The title of the conveyance.
 - j. Facts relating to the acknowledgment or authentication.
3. The addition of an **acknowledgment** or authentication. See §706.085(1)(c).
4. The **disclaimer by a grantee** under a deed of that party's interest in the real property that is the subject of the deed. See §706.085(1)(d).
5. The addition of a **mortgagee's consent or subordination**. See §706.085(1)(e).

Generally, who may sign correction instruments?

A person having personal knowledge of the circumstances of the conveyance and of the facts recited in the correction instrument, including the grantor¹, the grantee², the person who drafted the conveyance that is the subject of the correction instrument, or the person³ 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. §706.085(b).

When either the Grantor/ Grantee/ Mortgagor/ Mortgagee must sign the correction instrument:

1. The **disclaimer by a grantee** under a deed of that party's interest in the real property that is the subject of the deed. This must be signed by the disclaiming grantee. See §706.085(1)(d).
2. The **addition of a mortgagee's consent or subordination**. This must be signed by signed by the consenting party, or an heir, successor, or assignee of the party. See §§706.085(1)(e) and 706.085(2)(b)(2).
3. If a **parcel is being added** to a conveyance that also correctly conveys other land, only by the grantor. See §706.085(2)(b)(3)(b).
4. If a **parcel is being removed** from a conveyance that also correctly conveys other land, only by the grantee. See §706.085(2)(b)(3)(c).
5. **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. See §706.085(2)(b)(3)(d).

Real Estate Transfer Return:

If the Correction Instrument constitutes a "conveyance" under §77.21(1), then a Wisconsin Real Estate Transfer Return must accompany the Correction Instrument when recorded.

Sending Notice:

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. See §706.085(2)(c).

¹ Grantor is defined in §706.01(6) as: "...means the person from whom an interest in lands passes by conveyance, including, without limitation, lessors, vendors, mortgagors, optionors, releasors, assignors and trust settlors of interest in lands...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."

² Grantee is defined in §706.01(6) as "...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."

³ If the grantor/grantee/drafter/settlement agent is an entity, then the Correction Instrument should be signed by an authorized signer on behalf of that entity.