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Missouri: The Practical and Useful Benefits of Using Correction Deeds. *By Trenton K. Bond, Esq. Sauerwein Hein P.C*

Once a deed is recorded, it becomes part of the public record and cannot be changed. However, sometimes an error in the recorded deed is discovered by one of the parties. Typical errors include misspelled or incomplete names, omission of a party's marital status, or an incorrect or incomplete legal description of the property which is the subject of the deed. In such cases, the public record can be amended by recording a correction deed. A correction deed is not a new conveyance. Rather, as its name suggests, a correction deed corrects and cures the original deed. In Missouri, correction deeds ordinarily "relate back" to the date of the original conveyance deed. *Thornton v. Miskimmon*, 48 Mo. 219 (1871).

Correction deeds have been utilized and accepted by Missouri courts for over 100 years as a tool to amend a deed that has been recorded in the land records. See *State ex rel. Phillips v. Green*, 124 Mo. App. 80 (1907) where the Court held that an error in a legal description could be fixed by corrected deed. Also, in *St. Louis Collector of Revenue v. Parcel 107 of Land*, 702 S.W.2d 123 (Mo. App. 1985) the court found that the use of a corrected deed to add a missing lot which was recorded before confirmation of a tax sale assisted to defeat a tax sale.

More recently, the Court in *Missouri Land Development, LLC v. Raleigh Development, LLC, et al.*, 407 S.W.3d 676 (Mo. App. E.D. 2013), held that correction of our clients' vesting deeds was permitted and proper, even to the detriment of a mechanic's lien judgment creditor who sought to attach and enforce its judgment against the homeowners' properties. The court found that the correction deeds related back to the date of the original vesting deeds; therefore, they were superior to the later judgment in favor of the lien claimant. The execution on the judgment was quashed and the lien claimant was permanently enjoined from executing against the properties in satisfaction of its judgment against the original subdivision developer. The Court relied, in part, on the case of *Boland v. Kirkwood Trust Co.*, 298 S.W.2d 1219, 1221 (Mo. App. E.D. 1927). In *Boland*, a deed which incorrectly conveyed property to one grantee rather than two was recorded before a judgment was obtained against the person identified as a grantee in the deed. A corrected deed was then recorded before the execution sale of the property conveying the property to both grantees. The Court found that the corrected deed "was made to conform with the intention of the parties to the original deed" and would have been paramount to and good as against any purchaser under the execution sale. *Id.* at 1221.

Additionally, several states' Supreme Court decisions from other jurisdictions have cited with approval the use of corrected deeds and endorsed the proposition that they relate back to the date of the original deed. In *Arnold Indus. v. Love*, 63 P.3d 721 (Ut. 2002), the court found that "[a] corrective deed relates back to the time of the original conveyance." *Id.* at 727. The utility of a corrective deed, according to *Arnold Indus.* is that they "admit mutual error and change the original

instrument to conform to the true intent of the parties.” Id. at 728 citing 23 Am. Jur. 2d Deeds §11 (2002).

In order for a corrective deed to be valid in Missouri, correction deed must contain the following essential elements of a deed as required by Missouri law: (1) names of the parties thereto; (2) words of grant; (3) description of the property; (4) execution and delivery by the grantor; and (5) acceptance by the grantee. *Celtic Corporation v. Tinnea*, 254 S.W.3d 137 (Mo. App. 2008). Provided that these elements are met in Missouri, the use of correction deeds is a practical, cost-effective, and feasible way of resolving a mutual mistake in the drafting of the original document.