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Scenario 1: Deed or Mortgage Acknowledgement

Conveyance from Bill and Betty Brown

Signature block

X Bill Brown by Andy the Agent (pursuant to POA)

X Betty Brown by Andy the Agent (pursuant to POA)

STATE OF VERMONT  
COUNTY OF WASHINGTON

At Montpelier this 5<sup>th</sup> day of December, 2020 **personally appeared Bill Brown and Betty Brown** and they acknowledged the foregoing to be their free act and deed.

Nellie The Notary  
Notary Public

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The challenge:

If the notary forgets to edit the form, the jurat is technically incorrect. The purpose of the amendment to the statute is to confirm that, if this even is a problem in the first instance, it is not a problem after the instrument has been of record for 3 years.

Situation 2: Remote Ink Notarization

Mortgage

Bill and Betty Brown to ABC Lender

Signature block

X Bill Brown

X Betty Brown

STATE OF VERMONT  
COUNTY OF WASHINGTON

This record was remotely acknowledged before me through a secure communication link on December 5, 2020 by Bill and Betty Borrower executed by Bill and Betty Borrower on December 5, 2020.

Nellie The Notary

Notary Public

Nellie The Notary

Commission No: 00000xxxxx

Commission Expiration: 1/31/21

The challenge:

The remote notarization process requires 9 separate steps as laid out in Guidance. For example, one step is a requirement to keep a recording of the notarization for 7 years. What happens when the instrument is challenged by a Bankruptcy Trustee seeking to invalidate the mortgage 5 years after it was notarized and the notary is required to confirm that they complied with all 9 steps but the notary cannot be found, is deceased, or has no records (or memory)? The purpose of the amendment is to confirm that the above acknowledgement is valid and the mortgage is valid after the instrument has been of record for 3 years.

Other examples

**Term exceeds 90 days.**

POA from Seller to Agent executed on 8/27/20 with a termination date of 11/27/2020. POA is utilized within 90 days but the term exceeded the 90 day requirement by 2 days.

**Typographical error in the address**

POA from Seller to Agent. Property is identified having an address of 708 Middle Ridge Road instead of correct address being 78 Middle Ridge Road.

OR

Property is misidentified with an address of 1 Chipmunk Lane instead of correct address being 3 Chipmunk Lane

**Use of mailing address**

POA from Seller to Agent. Property identified with an address of 77 Main Street, Milton which, in fact, is the mailing address. The property is physically located at 77 Main Street, Georgia.

The challenge:

The foregoing scrivener errors can call the validity of the POA into question. If a POA is “bad”, that often results in a chain reaction such that a deed and/or a mortgage signed using the POA might also be deemed “bad” for lack of authority. A bad POA may lie dormant for a period of many years until the issue is discovered say the seller goes to sell the property. At that time, the parties who would be needed to fix the technical error are often unlocatable or deceased. The purpose of the amendment to the statute is to confirm that, errors such as the foregoing, do not create problems for a property owner after the instrument has been of record for 3 years.