OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

FROM HERE TO ETERNITY: CORRECTING RECORDED DOCUMENTS

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I. Defective Deeds

A. Historical Practices

Once something is recorded in the land records it is there for eternity, whether errors exist in the document or not. Corrections may be made in subsequent deeds, but the deed with the error is part of the permanent land record. Prior to the mid-1980 errors in deeds were generally corrected by attorneys recording a deed of correction. From the mid-1980 until today, in some jurisdictions, errors in deeds were/are often "corrected" by obtaining the original document, making the necessary change, stating in writing on the deed that it was being re-recorded to correct whatever the issue was, and then recording the document with no new signatures, no new notary acknowledgement. In many cases such practice has no legal effect. A 1929 case makes it clear that language added after the signatures has no effect on the substance of the deed.[1]

The biggest issue is whether the error prevented an effective transfer of title of adequately described real estate to the Grantee. Is the error a minor matter, or does it affect title being transferred or tenancy of the grantees?

B. Requirements to Transfer Title in Real Estate

Va. Code §55-2 states in part "*No estate of inheritance or freehold or for a term of more than five years in lands shall be conveyed unless by deed or will,…"* "To transfer title, a deed must:

1. Be in writing;
2. Express the grantor's intent to transfer property;
3. Be signed by the grantor;
4. Identify the grantee;
5. Identify the land conveyed; and
6. Be delivered."[2]

If a deed fails to meet these criteria, it fails to transfer title. Once recorded you cannot simply "undo" the deed. You cannot return the deed to the grantor, nor

[1] *Allen v. Parkey* 154 Va. 739, 746-7 (1929)
[2] "When is it OK to Re-Record a Deed?" by James Bruce Davis, VLTA Examiner, Spring 2014

mark through the document to invalidate it. You must record a subsequent deed to affect the title to the real estate.

The information in the deed has to be complete enough to actually transfer title to the intended property. If the grantor owns multiple lots and conveys the incorrect lot, the grantee will need to convey title to the incorrect lot back to the grantor, i.e., in a deed of correction each party would be a grantor and grantee to get the error corrected. This happens most often with developers who own multiple lots in a subdivision.

If the grantees are a married couple who wanted to take title as tenants by the entirety, but the language is missing, they can either have a deed of correction signed by the grantor, or simply convey from themselves to themselves as tenants by the entirety. Unfortunately, in the meantime any judgments against either part will have attached to the real estate. You can't "undo" this type of error protecting the real estate from creditors if a judgment is already recorded.

In one case the introductory language correctly identified the grantor and grantee, but the paragraph actually containing the granting language in the body of the deed included an unknown third party as an additional grantee, with the two grantees taking title as joint tenants. Of course, the correctly named grantee passed away and a title examiner found the issue. The gratuitous grantee, who had no true legal interest in the real estate, had been a prior grantee in another deed prepared by the attorney's office who did the deeds. The form just didn't get properly changed. No one caught the error until the "true" owner died. It took time to convince the erroneous grantee to sign a quitclaim deed. This was a situation where a quitclaim deed is truly an appropriate document.

C. Corrections

According to Davis, "correctable errors include:

1. The grantor's name is misspelled
2. The grantee's name is misspelled
3. The legal description of the property contains a minor clerical error
4. The deed's derivation clause makes an incorrect deed reference
5. The tax parcel identification number on the deed is incorrect (if the body of the deed contains other information that sufficient identifies the land conveyed)."[3]

A grantee's misspelled name can be corrected in a subsequent transaction by saying "Kay M. Creasman, erroneously identified as Kay M. Greasman in the prior deed". However, tax records and other information will not be corrected unless a new deed is recorded, or the original deed is corrected, resigned and re-recorded.

[3] id

A grantor's misspelled name can cause issues establishing a chain of title, especially in cases where a derivation clause, a source of title paragraph, is omitted from the deed or deed of trust.

What is considered a minor clerical error in a deed depends on the parties making the determination. If you have a multi-lined, or even multi-paged metes and bounds legal description, which in comparing it with the legal in a prior document you find has omitted a complete line of the legal description, in most cases it can be added without further comment. The defined space would not close without the line included but does make a completed enclosure with the line included. Sometimes cardinal directions (N-S-E-W) are mixed up.

A more serious problem is having the wrong lot typed in the legal description. Lot 24, Block A, Section 1, Greenacre, Hallows County, Virginia is named in the deed, when it should be Lot 23. For title insurance purposes, depending on how far back in the chain of title the issue arose, title insurers may all the following procedure: Determine that the grantor when the error arose, and every grantor since that time, did not own Lot 24 at the time of the conveyance, but did own Lot 23. In some cases determine that the grantor *never* owned Lot 24. Look at the street address and the tax ID number provided and determine if they apply to Lot 23 rather than Lot 24. Then continue to insure with parenthetical language "Lot 23, Block A, Section 1, Greenacre, Hallows County, Virginia (erroneously referred to as Lot 24 in prior deeds)". Although this may not legally correct the issue, the risk of loss or a claim is small, as on one has standing to complain. The same applies when the lot is 124, when there are only 30 lots in the section, and no lot in the subdivision has that number.

If the grantor owned both Lots 23 and 24 at the time of transfer a new deed would be required, with the grantee of Lot 24 returning ownership of that lot to the correct individual.

People who do not work on a daily basis with real estate legal descriptions as we do in our industry, say such things couldn't happen. They happen all the time. Sometimes we are amazed it takes so long to realize the error, such as when two adjacent condominium units are erroneously conveyed to adjacent owners, and the units differ by several hundred square feet in size.

Derivation clauses ("being / and being" clauses) are not a legal requirement in a deed but are encouraged to help establish a chain of title by stating where/how the grantor obtained title. They are less commonly found in commercial deeds, but are normal in residential transactions, and a huge benefit to anyone searching title. Errors in this paragraph are generally not critical, but when other errors exist in the deed, correct information here helps establish evidence as to the actual real estate that was intended to be conveyed.

Issues with tax ID numbers belong in a category by themselves. Tax offices seem, at times, to function independent of the land records. If a tax ID number is incorrect, property tax records may not be accurately ownership which may result in a delay in taxes being paid, incurring penalties and interest, or in extreme cases, an attempt to sell the real estate for unpaid back taxes.

A big issue is what the Clerk's office is willing to accept for recordation. Va. Code §55-109 specifically states "If it be proper for any writing, which has been admitted to record in a court of any county or corporation, to be admitted to record in the court of **another county** or corporation and the same, before being so admitted to record in the court last mentioned, be lost or mislaid, on affidavit of this fact, such court, or the clerk thereof, may admit to record a copy of such writing from the records of another court, certified by its clerk; and the copy so admitted shall have the same effect as if the original had been admitted to record at the time the copy was admitted." An Attorney General's opinion letter around 2000 made it clear that no Clerk has to re-record a certified copy from its own jurisdiction. The language in this Code section is unchanged since at least 1919.

So what happens when a page is missing when you get the recorded deed returned to you, or the legal description addendum is missing, or the legal description addendum is for another property? Some Clerks will allow you to re-record the original with a page added explaining the problem. Others will not, and require new signatures on a deed of correction. To avoid potential problems in the future, the best course of action is to have a deed of correction and confirmation done. The deed would contain recitals outlining the issue, then properly conveying title to the real estate.

II. Defective Deeds of Trust

Problems frequently arise with deeds of trust. Sometimes a grantor's name is mistyped, sometimes it is omitted both in the granting language and the signature lines, and sometimes it's just omitted in the granting clause. Sometimes riders are omitted. Other times the legal description is not recorded, or the deed of trust is recorded prior to the deed.

How much of a problem these issues cause depends on when the error is discovered. If your office has deeds of trust returned directly to the lender rather than to your office, it's a greater problem than if your office discovers the error while the recorded deed of trust is in the file and the policy is being produced. In the first case, as with situations where the lender discovers the problem rather than your office (usually within a year of settlement), the big issue is getting the original deed of trust returned to you. Generally, that isn't going to happen. As an alternative you can have an attorney draft a "corrected deed of trust" that outlines the problem with the recorded document in recitals, makes the needed corrections, then incorporates the recorded document by reference. That covers everything that's needed without having to have the original document in your hands. The correction document should make it clear that the release of either the original, erroneous DOT or this corrected DOT releases both of the documents. The corrected DOT will need to be signed by the borrowers and recorded.

If you have the original deed of trust in your hands, whether the borrowers need to sign again to be able to re-record the document, depends on the Clerk's office with which you are working. Some say "add the missing page, put an explanation

at the beginning of the document and we will re-record without further signatures." Others require a fresh acknowledgement and notary, which often requires a new signature of the borrower. You have to talk with the Clerk's office to determine what's needed in a case by case basis.

III. Other Document issues

A. Documents recorded out of order. Virginia's after acquired title statute used to give great comfort in cases where documents were recorded out of order. Va. Code §55-52 states "When a deed purports to convey property, real or personal, describing it with reasonable certainty, which the grantor does not own at the time of the execution of the deed, but subsequently acquires, such deed shall, as between the parties thereto, have the same effect as if the title which the grantor subsequently acquires were vested in him at the time of the execution of such deed and thereby conveyed." However, *Deutsche Bank National Trust Company, Trustee, et al. v. Arrington*, 290 Va. 109 (2015) severely limited the way §55-52 had been used. Currently it is better practice to re-record documents to get the order correct. Re-recording originals is generally not difficult, but getting a Clerk's certified copy re-recorded in the same jurisdiction, as noted above, is problematic. A corrected document referencing the previously recorded document is probably a better solution.

B. Missing power of attorney in the land records. Frequently documents are signed by an agent, an attorney-in-fact, relying of a power of attorney. No statute or case law requires a power of attorney document be recorded, but prudence and title insurance underwriters require the recordation of the POA. Not only should the POA be recorded, but the POA Agent Certification, formerly the "alive and well affidavit," is also often required to be recorded. Requiring recordation reduces the likelihood of fraud and protects all parties, including the principal. Since October 10, 2015 the Virginia Inter-Underwriter Mutual Indemnity Agreement among the major title insurance underwriters in Virginia has "cured" the problem of missing POAs if the dollar amount involved is $500,000 or less. Otherwise a letter of indemnity is still needed. In either case a purchaser has to agree to insurance coverage rather than the issued being resolved. Occasionally a family member can find an old POA and it can be recorded to resolve the issue, but is often outside the chain of title.

C. Boundary line agreements vs. plats. Local tax assessors and planning departments unwittingly cause potential title issues, by allowing boundary lines to be adjusted by simply recording a plat signed by the two land owners. The signatures often only say they are the owners of the real estate in question. The signature blocks often have no additional language which actually transfers title from one owner to the other. Coupled with this no attempt is made to have lenders sign the plat showing they agree to the change in the legal description. The local taxing authorities have no concept of the "relation-back" theory of a deed of trust, and refuse to change a legal description to the one in existence at the time the deed of trust was recorded when there's been a boundary line plat recorded since the deed of trust. The best way to resolve this issue is to have the current adjacent owners sign a new boundary line adjustment, with current lenders joining in the document.

A better practice, from a title insurance perspective, is to have a deed of boundary line adjustment recorded with a copy of the plat attached as an exhibit. If any property involved is collateral for a loan, the lender and/or the trustee on the Deed of Trust should also sign this deed.

D. Locality boundary line issues. Frequently in Virginia boundary lines between adjacent localities are not set. In some cases, such as Hanover and Louisa Counties, everyone is aware the line is an issue, and has been the 40+ years I've been an attorney.[4] In other cases the problem shows up when a plat of survey shows property located in an adjacent locality. In Fauquier and Prince William the main highway and first couple of houses in a subdivision all thought was totally in Prince William County, ended up being in Fauquier County. In Chesapeake and Suffolk a plat showed 15' of the back lots of an entire subdivision actually sat in Suffolk. These errors most often occur in older subdivisions where more accurate surveying methods are able to locate boundary lines with greater precision than in prior decades.

What happens in cases like this, or ones where a parcel of land has always straddled a geopolitical boundary line? The land records of the locality without any records should be brought up to date. The issue becomes who pays to have the certified copies made and recorded in the adjacent land records. From a practical viewpoint, often the current deeds are recorded with a reference to the prior records, if the locality will assign a tax ID number to allow recordation. Any deed and deed of trust must clearly now be recorded in both jurisdictions, again, if a tax ID number is assigned. This is a continuing problem.

IV. Who Signs?

A. Recent issue. If the problem with a document is relatively recent, relatively being an undefined sliding scale, the best practice is to locate the owners and have corrected deeds recorded. Most often I hear from agents, "No one is going to agree to sign a deed if I just ask them to do so." My experience is

[4] "Where does Hanover end and Louisa begin?" Richmond Time-Dispatch, December 28, 2018

just the opposite. Most people of very agreeable, as long as they don't have any liability, and you can explain the problem to them. For example, in the Tidewater area an agent identified a problem from about 10 years prior where heirs of an estate only conveyed 50% of their interest. Mom had two children from a prior marriage and two children with husband # 2. H-2 left a will stating the older two children had been provided land from their biological father and he was leaving land in Tidewater to the younger two. But first he left everything to his wife, who survived him then died years later intestate. The family knew the intent. The younger two subdivided the real estate then conveyed all the lots with them as the only signatories. When contacted the older two children, both living out of state agreed to sign quitclaim deeds when the problem was explained to them.

It seldom hurts to ask someone to sign. If they refuse, turn the problem over to claims if there's an existing owner's policy, or to an attorney if there's no title policy protecting the owner.

B. Problem in the chain of title (years ago) What happens when the problem arose 30 or more years ago, and the people needing to sign cannot be located, or are deceased with no evidence of their heirs. In these cases, if the current owner has an owner's title policy the underwriter may decide to continue to insure since they already have liability and wait for someone to bring up the issue. The ALTA 34-06 Identified Risk coverage may be applicable for the owner's title policy in these cases.

If the matter must be resolved, it's possible litigation is the only avenue open, obtaining a court order vesting clear title in the current owner.

C. Deceased or incapacitated prior owner. In situations where the prior owner is deceased, it's possible to locate heirs or devisees, but such procedure is very time consuming and is best handled by turning the issue over to the claims department rather than trying to resolve it yourself. Policies require the insured to notify the underwriter as soon as they are aware of a problem and will not reimburse insureds for out of pocket expenses. Read the policy. As an agent you should read the owner's policy at least once a year. Lenders often have the experience to take a claim directly to the claims department of the underwriter, but owners will often contact their title and settlement agent first.

If an owner is incapacitated first determine if anyone has a power of attorney for the incapacitated person, and if not, whether anyone has been appointed conservator granted general fiduciary powers under 64.1-105 or other specific Code sections. If the incapacitated person resides in another state, Virginia has specific provisions to allow an out of state conservator or guardian (language depends on specific state laws) to act for the person in Virginia. Contact your underwriter when this issue arises.

D. Prior owner signed in wrong capacity. Virginia Courts have made it very clear, if someone owns property as the trustee of a trust that they previously owned in their own name, and when conveying to a third party they convey individually rather than as trustee of their trust, zero interest has been conveyed. It is critical to make sure a deed of correction is done to correct the problem as soon as it is discovered.

V. Scrivener's Error Statute (See Appendix A)

July 1, 2014 Virginia Code §55-109.2 titled "Correcting errors in deeds, deeds of trust, and mortgages; affidavit" became law. It's commonly called the Scrivener's Error Statute and is quite effective in the very limited circumstances in which it applies.

In order for the statute to apply the property must be

1. Shown on a recorded subdivision plat as defined in §54.1-400;
2. The error has to be inconsistent with other information in the deed; and
3. The correct address or tax ID number must be included in the deed that's already recorded.

The obvious description error must be

1. An omitted or erroneous metes and bounds line,
2. A wrong plat reference,
3. A wrong lot number, or
4. The attachment with the legal description is totally omitted.

The statute cannot be used to correct an erroneous signature or notary acknowledgement, nor to correct tenancy stated in the original deed.

To use the statute a correction affidavit must be recorded along with a copy of the notice that is sent to designated parties. The Code provides a sample affidavit.

Prior to recording the affidavit a licensed Virginia attorney must give written notice by personal delivery or U. S. mail, return receipt, to all parties to the transaction: the current property owner, the attorney who prepared the deed, all deed of trust lenders and the title company The notice has to include the attorney's intent to file the affidavit and the party's right to object in writing within 30 days. If the plat referenced adjusts boundary lines, the adjacent property owner may also need to receive notice.

After the 30 day period if no objections are made, the affidavit and notice are recorded, correcting the error using the statute.

VI. Recordation

Once a deed is delivered with all conditions having been met, title is transferred between the grantor and grantee. Recordation affects third parties. Until the deed is recorded third parties are generally unaware of the transfer of title. Liens against the grantor continue to affect title until the deed is recorded.

If a document needs to be re-recorded it needs to be re-acknowledged and re-notarized. Clerks have the authority to reject a deed that has not been freshly notarized.

VII. Ethical Issues / UPL Concerns for Settlement Agents

Corrects need to be made to keep the land records accurate. Most frequently the settlement agent, the title agent or the lender is the one to notice a post closing problem. The settlement agent may notice it as she prepares a package for the title department to issue title, or is reviewing items one last time when scanning the final recorded documents. The title agent may notice a problem if they don't issue a policy at the table, but process it after they have recorded documents in hand. Lenders have a review process within the first year after settlement and frequently issues arise in their review process. In all of these cases, any errors are relatively fresh and relatively easy to address.

In other cases, title underwriter or abstractors notice the problem years after the error has occurred. All of us have thought "How can they (successive title and settlement companies) have the wrong lot number in six transactions over 20 years and not notice the problem?"

Two immediate impulses come to mind when a problem is discovered (1) How do I fix it? and (2) What do I need to do to get my deal to close? Title agents and non-attorney settlement agents must be careful not to overstep the limitation of Unauthorized Practice of Law (UPL) constraints. This is especially true of attorneys who work in title companies. Whether an attorney or not, an experienced title person usually knows what needs to be done to correct a problem, but they may be prohibited from doing so, or from suggesting a course of action to the consumer.

The best alternation is to have a good working relationship with several private practice attorneys. The Virginia State Bar suggest giving your customer the name and contact information for 3 attorneys so the customer may choose with whom they want to work, if they don't have their own attorney. All of us in the industry know the consumers don't want to bother with even that much of a decision. They want someone to "deal with it."

Private practice attorneys draft deeds. They draft corrective deeds. Be careful not to cross the line.

Appendix A

§ 55-109.2. Correcting errors in deeds, deeds of trust, and mortgages; affidavit.

A. As used in this section, unless the context requires a different meaning:

"Attorney" means any person licensed as an attorney in Virginia by the Virginia State Bar.

"Corrective affidavit" means an affidavit of an attorney correcting an obvious description error.

"Obvious description error" means an error in a real property parcel description contained in a recorded deed, deed of trust, or mortgage where (i) such parcel is identified and shown as a separate parcel on a recorded subdivision plat; (ii) such error is apparent by reference to other information on the face of such deed, deed of trust, or mortgage or on an attachment to such deed, deed of trust, or mortgage or by reference to other instruments in the chain of title for the property conveyed thereby; and (iii) such deed, deed of trust, or mortgage recites elsewhere the parcel's correct address or tax map identification number. An "obvious description error" includes (a) an error transcribing courses and distances, including the omission of one or more lines of courses and distances or the omission of angles and compass directions; (b) an error incorporating an incorrect recorded plat or a deed reference; (c) an error in a lot number or designation; or (d) an omitted exhibit supplying the legal description of the real property thereby conveyed. An "obvious description error" does not include (1) missing or improper signatures or acknowledgments or (2) any designation of the type of tenancy by which the property is owned or whether or not a right of survivorship exists.

"Recorded subdivision plat" means a plat that has been prepared by a land surveyor licensed pursuant to Article 1 (§ 54.1-400 et seq.) of Chapter 4 of Title 54.1 and recorded in the clerk's office of the circuit court for the jurisdiction where the property is located.

"Title insurance company" has the same meaning as set forth in § 38.2-4601, provided that the title insurance company issued a policy of title insurance for the transaction in which the deed, deed of trust, or mortgage needing correction was recorded.

B. Obvious description errors in a recorded deed, deed of trust, or mortgage purporting to convey or transfer an interest in real property may be corrected by recording an affidavit in the land records of the circuit court for the jurisdiction where the property is located or where the deed, deed of trust, or mortgage needing correction was recorded. No correction of an obvious description error shall be inconsistent with the description of the property in any recorded subdivision plat.

C. Prior to recording a corrective affidavit, the attorney seeking to record the affidavit shall deliver a copy of the affidavit to all parties to the deed, deed of trust, or mortgage, including the current owner of the property; to the attorney who prepared the deed, deed of trust, or mortgage, if known and if possible; and to the title insurance company, if known, and give notice of the intent to record the affidavit and of each party's right to object to the affidavit. For an affidavit to correct an obvious description error in a deed as described in clause (a) of subsection A, notice and a copy of the affidavit shall also be provided to any owner of property adjoining a line to be corrected. The notice and a copy of the affidavit shall be delivered by personal service or sent by certified mail, return receipt requested, to the last known address of each party to the deed, deed of trust, or mortgage to be corrected that (i) is contained in the land book maintained pursuant to § 58.1-3301 by the jurisdiction where the property is located and where the deed, deed of trust, or mortgage needing correction was recorded, (ii) is contained in the deed, deed of trust, or

mortgage needing correction, (iii) has been provided to the attorney as a forwarding address, or (iv) has been established with reasonable certainty by other means, and to all other persons and entities to whom notice is required to be given. The notice and a copy of the affidavit shall be sent to the property address for the real property conveyed by the deed, deed of trust, or mortgage needing correction. If a locality is a party to the deed, deed of trust, or mortgage, the notice and a copy of the affidavit required by this subsection shall be sent to the county, city, or town attorney for the locality, if any, and if there is no such attorney, then to the chief executive for the locality. For the purposes of this section, the term "party" shall also include any locality that is a signatory. If the Commonwealth is a party to the deed, deed of trust, or mortgage, the notice and a copy of the affidavit required by this subsection shall be sent to the Attorney General and to the director, chief executive officer, or head of the state agency or chairman of the board of the state entity in possession or that had possession of the property.

D. If, within 30 days after personal service or receiving confirmation of delivery of the notice and a copy of the affidavit to all parties to the deed, deed of trust, or mortgage, including the current owner of the property; to the attorney who prepared the deed, deed of trust, or mortgage, if known and if possible; to the title insurance company, if known; and to the adjoining property owners, if necessary, pursuant to subsection C, no written objection is received from any party disputing the facts recited in the affidavit or objecting to its recordation, the corrective affidavit may be recorded by the attorney, and all parties to the deed, deed of trust, or mortgage shall be bound by the terms of the affidavit. The corrective affidavit shall contain (i) a statement that no objection was received from any party within the period and (ii) a copy of the notice sent to the parties. The notice shall contain the attorney's Virginia State Bar number. The corrective affidavit shall be notarized.

E. A corrective affidavit that is recorded pursuant to this section operates as a correction of the deed, deed of trust, or mortgage and relates back to the date of the original recordation of the deed, deed of trust, or mortgage as if the deed, deed of trust, or mortgage was correct when first recorded. A title insurance company, upon request, shall issue an endorsement to reflect the corrections made by the corrective affidavit and shall deliver a copy of the endorsement to all parties to the policy who can be found.

F. The clerk shall record the corrective affidavit in the deed book and, notwithstanding their designation in the deed, deed of trust, or mortgage needing correction, index the affidavit in the names of the parties to the deed, deed of trust, or mortgage as grantors and grantees as set forth in the affidavit. The costs associated with the recording of a corrective affidavit pursuant to this section shall be paid by the party that records the corrective affidavit. An affidavit recorded in compliance with this section shall be prima facie evidence of the facts stated therein. Any person who wrongfully or erroneously records a corrective affidavit is liable for actual damages sustained by any party due to such recordation, including reasonable attorney fees and costs.

G. The remedies under this section are not exclusive and do not abrogate any right or remedy under the laws of the Commonwealth other than this section.

H. An affidavit under this section may be made in the following form, or to the same effect:

Corrective Affidavit

This Affidavit, prepared pursuant to Virginia Code § 55-109.2, shall be indexed in the names of (grantor) and (grantee), whose addresses are The undersigned affiant, being first duly sworn, deposes and states as follows:

1. That the affiant is a Virginia attorney.

2. That the deed, deed of trust, or mortgage needing correction was made in connection with a real estate transaction in which purchased real estate from, as shown in a deed recorded in the Clerk's Office of the Circuit Court of, in Deed Book, Page, or as Instrument Number; or in which real estate was encumbered, as shown in a deed recorded in the Clerk's Office of the Circuit Court of, in Deed Book, Page, or as Instrument Number.

3. That the property description in the aforementioned deed, deed of trust, or mortgage contains an obvious description error.

4. That the property description containing the obvious description error reads:
.....…
.....…

5. That the correct property description should read:
.....…
.....…

6. That this affidavit is given pursuant to § 55-109.2 of the Code of Virginia to correct the property description in the aforementioned deed, deed of trust, or mortgage and such description shall be as stated in paragraph 5 above upon recordation of this affidavit in the Circuit Court of.

7. That notice of the intent to record this corrective affidavit and a copy of this affidavit was delivered to all parties to the deed, deed of trust, or mortgage being corrected pursuant to § 55-109.2 of the Code of Virginia and that no objection to the recordation of this affidavit was received within the applicable period of time as set forth in § 55-109.2 of the Code of Virginia.
.....…
(Name of attorney)
.....…
(Signature of attorney)
.....…
(Address of attorney)
.....…
(Telephone number of attorney)
.....…
(Bar number of attorney)
The foregoing affidavit was acknowledged before me
This day of, 20, by
.....…
Notary Public
My Commission expires.....…

I. Notice under this section may be made in the following form, or to the same effect:

Notice of Intent to Correct an Obvious Description Error

Notice is hereby given to you concerning the deed, deed of trust, or mortgage described in the corrective affidavit, a copy of which is attached to this notice, as follows:

1. The attorney identified below has discovered or has been advised of an obvious description error in the deed, deed of trust, or mortgage recorded as part of your real estate settlement. The error is described in the attached affidavit.

2. The undersigned will record an affidavit to correct such error unless the undersigned receives a written objection disputing the facts recited in the affidavit or objecting to the recordation of the affidavit. Your objections must be sent within 30 days of receipt of this notice to the following address:

.....…

.....…

(Name of attorney)

.....…

(Signature of attorney)

.....…

(Address of attorney)

.....…

(Telephone number of attorney)

.....…

(Bar number of attorney)

2014, c. 523.