

IC 32-21

ARTICLE 21. CONVEYANCE PROCEDURES FOR REAL PROPERTY

IC 32-21-1

Chapter 1. Statute of Frauds; Writing Requirements

IC 32-21-1-1

Requirement of written agreement; agreements or promises covered

Sec. 1. (a) This section does not apply to a lease for a term of not more than three (3) years.

(b) A person may not bring any of the following actions unless the promise, contract, or agreement on which the action is based, or a memorandum or note describing the promise, contract, or agreement on which the action is based, is in writing and signed by the party against whom the action is brought or by the party's authorized agent:

- (1) An action charging an executor or administrator, upon any special promise, to answer damages out of the executor's or administrator's own estate.
 - (2) An action charging any person, upon any special promise, to answer for the debt, default, or miscarriage of another.
 - (3) An action charging any person upon any agreement or promise made in consideration of marriage.
 - (4) An action involving any contract for the sale of land.
 - (5) An action involving any agreement that is not to be performed within one (1) year from the making of the agreement.
 - (6) An action involving an agreement, promise, contract, or warranty of cure concerning medical care or treatment.
- However, this subdivision does not affect the right to sue for malpractice or negligence.

As added by P.L.2-2002, SEC.6.

IC 32-21-1-2

Consideration for agreement; writing not required

Sec. 2. The consideration that is the basis of a promise, contract, or agreement described in section 1 of this chapter does not need to be in writing but may be proved.

As added by P.L.2-2002, SEC.6.

IC 32-21-1-3

Conveyance; trust in lands; goods; things in action

Sec. 3. A conveyance of an existing trust in land, goods, or things in action is void unless the conveyance is in writing and signed by the party making the conveyance or by the party's lawful agent.

As added by P.L.2-2002, SEC.6.

IC 32-21-1-4

Trust arising from or extinguished by implication of law

Sec. 4. Nothing contained in any Indiana law may be construed to prevent any trust from arising or being extinguished by implication of law.

As added by P.L.2-2002, SEC.6.

IC 32-21-1-5

Compelling specific performance in cases of part performance

Sec. 5. Nothing contained in any Indiana statute may be construed to abridge the powers of courts to compel the specific performance of agreements in cases of part performance of the agreements.

As added by P.L.2-2002, SEC.6.

IC 32-21-1-6

Representations concerning other persons

Sec. 6. An action may not be brought against a person for a representation made by the person concerning the character, conduct, credit, ability, trade, or dealings of any other person, unless the representation is in writing and signed by the person or by the person's lawful agent.

As added by P.L.2-2002, SEC.6.

IC 32-21-1-7

Conveyance revocable at will of grantor; provision void as to subsequent purchaser

Sec. 7. If a conveyance of or charge upon an estate contains a provision for revocation at the will of the grantor, the provision is void as to subsequent purchasers from the grantor, for a valuable consideration, of the estate or interest subject to the provision, even though the provision is not expressly revoked.

As added by P.L.2-2002, SEC.6.

IC 32-21-1-8

Revocation and reconveyance power; person other than grantor

Sec. 8. If the power to revoke a conveyance of any interest in land, and to reconvey the interest, is given to any person other than the grantor in the conveyance, and the person given the power conveys the interest to a purchaser for a valuable consideration, the subsequent conveyance is valid.

As added by P.L.2-2002, SEC.6.

IC 32-21-1-9

Conveyance before vesting of power of revocation

Sec. 9. If a conveyance to a purchaser under either section 7 or 8 of this chapter is made before the person making the conveyance is entitled to execute the person's power of revocation, the conveyance is valid from the time the power of revocation vests in the person.

As added by P.L.2-2002, SEC.6.

IC 32-21-1-10

Commission for finding purchaser of real estate

Sec. 10. A contract for the payment of any sum of money or thing of value, as a commission or reward for the finding or procuring by one (1) person of a purchaser for the real estate of another, is not valid unless the contract is in writing and signed by the owner of the real estate or the owner's legally appointed and duly qualified representative. For purposes of this section, any general reference to the real estate that is sufficient to identify the real estate is a sufficient description of the real estate.

As added by P.L.2-2002, SEC.6.

IC 32-21-1-11

Instruments executed in foreign country; acknowledgment before diplomatic or consular officer

Sec. 11. If executed in a foreign country, conveyances, mortgages, and other instruments in writing that would be admitted to record under the recording laws of this state must be acknowledged by the grantor or person executing the instrument and proved before any diplomatic or consular officer of the United States, duly accredited, or before any officer of the foreign country who, by the laws of that country, is authorized to take acknowledgments or proof of conveyances. If the acknowledgment or proof is in the English language and attested by the official seal of the officer acknowledging it, the instrument may be admitted to record. However, if the acknowledgment or proof is in a language other than English or is not attested by an official seal, then the instrument must be accompanied by a certificate of a diplomatic or consular officer of the United States attesting:

- (1) that the instrument is duly executed according to the laws of the foreign country;
- (2) that the officer certifying the acknowledgment or proof had legal authority to do so; and
- (3) to the meaning of the instrument, if the instrument is made in a foreign language.

As added by P.L.2-2002, SEC.6.

IC 32-21-1-12

Validation of conveyance or acknowledgment; seal or ink scroll not required

Sec. 12. It is not necessary to affix a private seal or ink scroll necessary to validate a conveyance of land or an interest in land executed by a natural person, business trust, or corporation. It is not necessary for the officer taking the acknowledgment of the conveyance to use an ink scroll or seal unless the officer is required by law to keep an official seal.

As added by P.L.2-2002, SEC.6.

IC 32-21-1-13

Conveyance of land; written deed required

Sec. 13. Except for a bona fide lease for a term not exceeding three (3) years, a conveyance of land or of any interest in land shall

be made by a deed that is:

- (1) written; and
- (2) subscribed, sealed, and acknowledged by the grantor (as defined in IC 32-17-1-1) or by the grantor's attorney.

As added by P.L.2-2002, SEC.6.

IC 32-21-1-14

Conveyances by attorney; power of attorney

Sec. 14. A conveyance of land by attorney is not good unless the attorney is empowered by a written instrument that is subscribed, sealed, and acknowledged by the attorney's principal in the same manner that is required for a conveyance by the attorney's principal.

As added by P.L.2-2002, SEC.6.

IC 32-21-1-15

Conveyances by quitclaim

Sec. 15. A conveyance of land that is:

- (1) worded in substance as "A.B. quitclaims to C.D." (here describe the premises) "for the sum of" (here insert the consideration); and
- (2) signed, sealed, and acknowledged by the grantor (as defined in IC 32-17-1-1);

is a good and sufficient conveyance in quitclaim to the grantee and the grantee's heirs and assigns.

As added by P.L.2-2002, SEC.6.

IC 32-21-1-16

Estate of inheritance; expression of intent required to create lesser estate

Sec. 16. It is not necessary to use the words "heirs and assigns of the grantee" to create in the grantee an estate of inheritance. If it is the intention of the grantor (as defined in IC 32-17-1-1) to convey any lesser estate, the grantor shall express that intention in the deed.

As added by P.L.2-2002, SEC.6.

IC 32-21-1-17

Incorporating by reference recorded encumbrances

Sec. 17. A conveyance of land may incorporate by reference a recorded covenant, restriction, easement, or other encumbrance on the use of the land with a clause that is substantially similar to either of the following:

- (1) "Subject to the _____ (insert the type of encumbrance) recorded on _____ (insert the date of recording) in _____ (insert the book and page number on which the encumbrance is recorded or the instrument number in which the encumbrance is recorded).".
- (2) "Subject to _____ (insert the type of encumbrance) of record.".

As added by P.L.171-2006, SEC.6.