



**MECKLENBURG COUNTY  
NORTH CAROLINA**

**STATE OF NORTH CAROLINA**

**COUNTY OF MECKLENBURG**

**MEMORANDUM OF UNDERSTANDING  
ELECTRONIC RECORDING SUBMITTER AGREEMENT**

This MEMORANDUM OF UNDERSTANDING, dated \_\_\_\_\_, regarding electronic submittal of documents for filing is between the Office of the Register of Deeds of Mecklenburg County, North Carolina (“COUNTY”), and \_\_\_\_\_ (“Submitter”), with offices at \_\_\_\_\_.

The Submitter will be transmitting its documents to the COUNTY through \_\_\_\_\_ (“Vendor”).

The COUNTY desires to offer the ability to record real property documents by electronic means and to provide for the receiving and transmitting of those documents electronically as a substitute for conventional paper-based documents. This includes the electronically based receipt of confirmation of recording.

The COUNTY also desires to assure that transactions are legally valid and enforceable as a result of the use of available electronic technologies, to the mutual benefit of the parties of the transactions.

Documents may be submitted in accordance with COUNTY guidelines and will only be processed on those days and hours that the COUNTY RECORDING OFFICE is open to the public for business, which is Monday through Friday, 8:30 a.m. – 4:30 p.m., EST. Documents received after 4:30 p.m. may routinely be processed the next business day. Documents will not be processed on County holidays, weekends, when the COUNTY is closed for business, or in the event of network or equipment failure. The COUNTY will use its best efforts to process documents as contemplated by this Memorandum of Understanding, but the COUNTY shall not be liable to Submitter as a result of the timing of the filing or recording of any document.

The Submitter acknowledges and agrees that all documents electronically submitted to the COUNTY for recording shall only become part of the public record and considered properly recorded after the COUNTY accepts, records, and indexes each document in the public record pursuant to N.C. Gen. Stat. §161-22.

There will be *NO* added fees or costs of any kind charged by the COUNTY for electronic recording, although Submitter will be responsible for the payment of normal recordation fees using a method authorized by the COUNTY. The Submitter is responsible for the costs of any services provided by the Vendor or other third party that enables Submitter to file its documents electronically.

The Submitter and the COUNTY recognize the need to ensure that only original documents bearing signatures that are properly notarized are submitted for electronic recording. The Submitter is responsible for complying with originality requirements. The COUNTY will rely on the Submitter’s representation of compliance with the requirements by having the Submitter include the following statement on the first page of any document:

*Submitted electronically by (Submitter’s name) in compliance with North Carolina statutes governing recordable documents and the terms of the Memorandum of Understanding with the Mecklenburg County Register of Deeds. NCGS 47-14(a1)(5).*

Submitter acknowledges that documents submitted and received electronically shall be considered the “original” record of the transaction in substitution for paper documents. The electronic version of the recorded document and electronic recording data, including endorsement and receipt, will be returned or otherwise made available to the Submitter after recordation has been completed by the COUNTY. Documents that are rejected will be returned to the Submitter in electronic format along with a description of the reason(s) for rejection. Submitter shall provide a contact through which detected problems or issues can be reported and addressed.

Neither the COUNTY nor Submitter shall be liable to the other for any damages arising from, or as a result of, any delay, omission or error in the transmission, receipt or filing of electronic documents.

The Submitter agrees that, unless otherwise specified herein, the provisions of North Carolina’s Uniform Electronic Transactions Act (UETA), (Chapter 66, Article 40 of the North Carolina General Statutes), the Uniform Real Property Electronic Recording Act (URPERA), and the electronic recording standards as adopted by the North Carolina Secretary of State shall apply to the electronic transactions covered by this Memorandum of Understanding.

Agreed and Accepted:

(SUBMITTER)

By: \_\_\_\_\_ (Authorized Signature)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Administrative Contact Name: \_\_\_\_\_

Administrative Contact Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_

(COUNTY)

**MECKLENBURG COUNTY REGISTER OF DEEDS**

**FREDRICK SMITH, REGISTER OF DEEDS - [MeckRODMOU@mecknc.gov](mailto:MeckRODMOU@mecknc.gov)**

**Administrative Contact and Email Address: [MeckRODMOU@mecknc.gov](mailto:MeckRODMOU@mecknc.gov)**

**Mailing Address: 720 E 4<sup>th</sup> Street, Suite 103, Charlotte NC 28202**

**Administrative Contact Telephone Number: (980) 314-4910**