

Michigan has changed... lawmakers ax 171-year-old widow real estate law.

Dower Rights have changed...

- On January 6, 2017, Governor Snyder signed into law the package of bills, SB 558 and SB 560, that abolish dower rights in the State of Michigan.
- The newly signed bills, SB 558 and SB 560, abolish a wife's dower right in both statute and common law.
- The Dower law was officially off the books on April 7, 2017.
- The bills do apply the right of dower to a surviving widow whose husband / spouse passed away prior to the effective date of the bills.
- Dower rights ensure that surviving widows get some portion of their husband's / spouse's estate.
- Note that Dower Rights may not be applicable to every surviving widow.
- Note Dower Rights may apply to both parties in a marriage or not apply to any parties in a marriage, depending on their gender.



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Dower Rights have changed... So now “Who Signs”?

TITLE HELD AS:	WHO SIGNS MORTGAGE?	SELLING PROPERTY?
1. Husband & Wife	1. Husband & Wife	1. Husband & Wife
2. Tenancy by the Entireties	2. Both spouses - A married couple in title, whether it is a man and a women, two men, or two women, we will accept the premise that they hold title as tenants by the entireties, unless otherwise specified.	2. Tenancy by the Entireties
3. Joint Tenants	3. Joint Tenants only, <u>Unless</u> the Property is the Homestead of the spouse of a joint tenant, in which case that spouse must also sign mortgage.	3. Joint Tenants
4. Tenants in Common	4. Tenants in Common	4. Tenants in Common
5. Man Alone	5. Man & Spouse, if Married <u>If</u> Married and the property IS their homestead*	5. Man Alone
6. Woman Alone	6. Woman & Spouse, if Married <u>If</u> Married and the property IS their homestead*	6. Woman Alone

NOTE: In situations 5 & 6, ONLY the party in title signs the promissory note and closing documents.

*It is, however, safer to have the spouse sign no matter what the customer tells you about the property being their homestead.

The reason the “non-borrowing spouse” would sign the mortgage is to acknowledge the lien the borrowing spouse is putting on the property in a transaction that is NOT a purchase money mortgage and would therefore be subject to the non-borrowing spouse’s Dower rights AND by signing is subordinating that Dower right to the new refinance lender. In addition, the non-borrowing spouse is acknowledging the lien, so that they cannot claim after the execution of the refinance mortgage that they were unaware of a lien being placed against their “homestead” (primary residence) property should they decide to later file bankruptcy.



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