

Real Estate Finance: Nebraska

by Gabrielle A. Kott-McCarty, Koley Jessen P.C., L.L.O., with Practical Law Real Estate

Status: **Law stated as of 15 Sep 2025** | Jurisdiction: **Nebraska, United States**

This document is published by Practical Law and can be found at: content.next.westlaw.com/w-000-7456

Request a free trial and demonstration at: tr.com/practicallaw-home

A Q&A guide to commercial real estate finance law for borrowers and lenders in Nebraska. This Q&A addresses state laws relating to security instruments, usury, limitations on personal liability, recording requirements and taxes, priority issues, mechanics' liens, landlord liens, title insurance matters, and foreclosure procedures primarily impacting lending transactions in a commercial real estate context. Federal, local, or municipal law may impose additional or different requirements. Answers to questions can be compared across a number of jurisdictions (see Real Estate Finance: State Q&A Tool).

Instrument and Execution

1. When real estate is part of the lender's collateral, is a mortgage commonly used in your jurisdiction or is a trustee appointed to hold a deed of trust (or a deed to secure debt) as security for the loan? If a deed of trust is more commonly used, who is typically designated as the trustee?

Nebraska law allows for the use of either a deed of trust or mortgage to secure a lien on real property. Deeds of trust are far more common. They allow for a nonjudicial (power of sale) foreclosure proceeding, which is quicker than a judicial foreclosure (see Question 14).

Any party listed in Neb. Rev. St. § 76-1003 may act as a trustee under a deed of trust. In Nebraska commercial transactions, the trustee is typically one of the following:

- The lender.
- The lender's counsel.
- The title company involved in the transaction.

2. Describe any laws that would limit a borrower's or guarantor's personal liability for debt secured by real property.

When a deficiency remains after property secured by a deed of trust is sold through a nonjudicial foreclosure, the Nebraska Trust Deeds Act limits the borrower's personal liability by:

- Requiring the lender to bring any deficiency action against the borrower within three months after the sale.
- Restricting the deficiency amount to the difference between:
 - the outstanding indebtedness (including the costs and expenses of the sale and the trustee's fees); and
 - the greater of the property's foreclosure sale price and its fair market value as of the sale date.

(Neb. Rev. St. § 76-1013; *Pantano v. Md. Plaza P'ship*, 507 N.W.2d 484, 487-88 (Neb. 1993); see Question 14.)

The statute's protections do not apply to a guaranty providing additional security for the borrower's loan if the guaranty is both:

- A separate and distinct obligation from the promissory note.
- Not secured by the applicable deed of trust.

(*Mut. of Omaha Bank v. Murante*, 829 N.W.2d 676, 681-84 (Neb. 2013).)

A guaranty meeting these conditions is instead considered an independent contract imposing responsibilities distinguishable from those in the agreement to which it is collateral (*Murante*, 829 N.W.2d at 681-82).

A lender may bring a separate deficiency action under the note or a guaranty after a judicial foreclosure (*Carman v. Gibbs*, 371 N.W.2d 283, 285 (Neb. 1985)). The suit is subject to the five-year limitations period for actions on written contracts even when the judicial foreclosure involves a deed of trust (Neb. Rev. St. § 25-205(1); *First Nat'l Bank of Omaha v. Davey*, 830 N.W.2d 63, 67-71 (Neb. 2013)).

3. Are there restrictions on interest rates charged for loans secured by real property?

Under Nebraska law, the interest rate for a loan secured by real property must not exceed 16% per annum on the unpaid principal balance (Neb. Rev. St. § 45-101.03(1)).

There are many exceptions to this prohibition, including when:

- The loan is made to or guaranteed by:
 - a corporation;
 - a partnership;
 - a limited liability company; or
 - a trust.
- The borrower's aggregate principal indebtedness to any one financial institution (or any [Nebraska Department of Banking and Finance](#) licensee or permittee) is at least \$25,000.

(Neb. Rev. St. § 45-101.04(2)-(4).)

4. Are there any requirements for the execution of a mortgage or deed of trust? In particular, please consider if:

- Witnesses are required.
- Specified officers of a corporation (or members of a limited liability company) must execute the security instrument.
- The signatory's name and title must be specified on the signature page.
- A corporate seal is required.
- Signed resolutions must be presented with the security instrument for purposes of recording.
- There are any other important requirements in your state.

For information on whether Nebraska has adopted electronic signatures, electronic recording, or remote online notarization (RON), see Question 17.

Witnesses

Witnesses to a deed of trust or mortgage are not required in Nebraska. However, the trustor's or mortgagor's signature must be notarized (Neb. Rev. St. § 76-216).

Specified Officers

Nebraska law does not require specific officers to sign a security instrument on behalf of a corporation or another entity. However, any officer who does sign must be authorized by:

- The entity's organizational documents.
- The minutes of the entity's governing body (for example, the board of directors, managers, or members), if applicable.

To issue a title policy, most title companies require evidence of authority (such as resolutions or consent minutes) for any individual executing a deed of trust or mortgage for an entity.

An instrument transferring or mortgaging an interest in real property by a corporation is presumed valid

when signed and acknowledged by any of the following:

- The president.
- The vice president.
- The presiding officer of the board of directors.

(Neb. Rev. St. § 21-227(5).)

Signatory's Name and Title

The signature block must include either the typed, printed, or stamped name of each party signing below their signature. The signature itself:

- Must be in black or dark blue ink.
- May be digital or electronic.

(Neb. Rev. St. § 23-1503.01(3).)

Although electronic signatures and notarization are statutorily permissible, not all recording offices may have fully transitioned to accepting documents bearing these features. In certain situations, a document may require an original (wet ink) signature to be recorded. Contact the applicable recording office (register of deeds or county clerk) to determine its preferred form of execution.

Further, it is commonly expected that promissory notes should be executed in wet ink to be enforceable. Many lenders accordingly do not accept an electronic signature on a note.

Corporate Seal

Nebraska law does not require a corporate seal on the signature page (Neb. Rev. St. § 76-213).

Signed Resolutions

Signed resolutions are not required to be attached to a security instrument for recording.

Other Requirements

Nebraska law requires the following margins on documents submitted for recording:

- A blank header measuring at least three inches by eight and one-half inches on the top half of the first page.
- A one-inch margin on:

- all remaining sides of the first page; and
- on the vertical sides and the bottom of all other pages.

(Neb. Rev. St. § 23-1503.01(1), (2).)

To be accepted for recording, documents must also be:

- Printed, typewritten, or computer generated in black ink on white paper that is:
 - at least 8.5 inches by 11 inches and not more than 8.5 inches by 14 inches;
 - at least 20-pound weight; and
 - without watermarks or other visible inclusions.
- Sufficiently legible to produce clear copies (at least eight-point type).
- Free of an embossed or inked stamp that covers or materially interferes with any part of the instrument.

(Neb. Rev. St. § 23-1503.01(3).)

The lender must exercise appropriate due diligence when the borrower is a married individual or the borrower's interest in the real property appears under a different name in the chain of title (see [State Q&A, Real Estate Ownership: Nebraska: Question 6: Other Requirements](#)).

There are additional requirements for a deed of trust or mortgage securing a construction loan (Neb. Rev. St. § 52-127(10); see Question 8: Construction Loans).

5. Provide the statutory form of acknowledgment for:

- An individual.
- A corporation.
- A limited liability company.
- A partnership.
- A trustee.

Nebraska statutory law provides model short form acknowledgment certificates (Neb. Rev. St. § 64-206). The examples below are:

- Based on the statutory short forms.
- Sufficient for use assuming the acknowledgment meets all other requirements (Neb. Rev. St. § 64-204(1)).

Nebraska has adopted remote online notarization (RON) (Neb. Rev. St. §§ 64-401 to 64-420; see Question 17). However, some recording offices may not be able to accept documents notarized electronically (see Question 4: Signatory's Name and Title).

There are specific requirements for acknowledgments certified using RON. For more information, see [Electronic Signatures, Recording, and Notarization Laws for Real Estate Transactions: State Comparison Chart: Nebraska](#).

Individual

STATE OF [STATE])
COUNTY OF [COUNTY])

The foregoing instrument was acknowledged before me this [DATE] by [NAME].

[SIGNATURE OF PERSON TAKING
ACKNOWLEDGMENT]

[TITLE/RANK]

[SERIAL NUMBER (IF ANY)]

Corporation

STATE OF [STATE])
COUNTY OF [COUNTY])

The foregoing instrument was acknowledged before me this [DATE] by [OFFICER NAME/AGENT NAME], [[OFFICER TITLE]/agent] of [CORPORATION NAME], a [STATE OF ORGANIZATION] corporation, on behalf of the corporation.

[SIGNATURE OF PERSON TAKING
ACKNOWLEDGMENT]

[TITLE/RANK]

[SERIAL NUMBER (IF ANY)]

Limited Liability Company

STATE OF [STATE])
COUNTY OF [COUNTY])

The foregoing instrument was acknowledged before me this [DATE] by [MEMBER NAME/AGENT NAME],

[member/agent] on behalf of [LIMITED LIABILITY COMPANY NAME], a limited liability company.

[SIGNATURE OF PERSON TAKING
ACKNOWLEDGMENT]

[TITLE/RANK]

[SERIAL NUMBER (IF ANY)]

Limited Partnership

STATE OF [STATE])
COUNTY OF [COUNTY])

The foregoing instrument was acknowledged before me this [DATE] by [PARTNER NAME/AGENT NAME], [partner/agent] on behalf of [LIMITED PARTNERSHIP NAME], a limited partnership.

[SIGNATURE OF PERSON TAKING
ACKNOWLEDGMENT]

[TITLE/RANK]

[SERIAL NUMBER (IF ANY)]

Trustee

STATE OF [STATE])
COUNTY OF [COUNTY])

The foregoing instrument was acknowledged before me this [DATE] by [TRUSTEE NAME], Trustee.

[SIGNATURE OF PERSON TAKING
ACKNOWLEDGMENT]

[TITLE/RANK]

[SERIAL NUMBER (IF ANY)]

Priority

6. Describe the relevant statutes granting priority to mechanics' liens.

The Nebraska Construction Lien Act governs the creation, attachment, and priority of construction liens in the state (Neb. Rev. St. §§ 52-125 to 52-159).

A construction lien does not attach and cannot be enforced under Nebraska law unless the claimant records the lien in the time between:

- Entering into the contract under which the lien arises.
- 120 days after the claimant last provides labor or materials.

(Neb. Rev. St. §§ 52-131(2) and 52-137(1).)

The date a construction lien attaches controls its priority relative to other liens on the same property. A construction lien attaches as of:

- The date a notice of commencement is recorded (Neb. Rev. St. §§ 52-137(2) and 52-145; see Question 8: Construction Loans).
- If there is no recorded notice of commencement, the earlier of:
 - the visible commencement of construction of the improvement; or
 - the recording of the construction lien.

(Neb. Rev. St. § 52-137(3).)

All construction liens attaching at the same time have equal priority and share any foreclosure sale proceeds pro rata. Construction liens attaching at different times have priority based on the order of attachment (except in some cases when a claimant records its own notice of commencement). (Neb. Rev. St. § 52-138.)

A construction lien generally has priority over:

- Adverse claims against the real estate from the time the construction lien attaches (Neb. Rev. St. § 52-139(1)).
- A subsequent advance under a prior recorded security interest if the advance is made with knowledge that the construction lien has attached unless the advance is:
 - issued under a construction security agreement to pay for the agreed improvements (see Question 8: Construction Loans);
 - used to protect the security interest in the real estate (for example, by paying property taxes, hazard insurance premiums, or condominium maintenance charges); or
 - applied to the payment of any lien or other encumbrance attaching prior to the construction lien.

(Neb. Rev. St. § 52-139(2), (3).)

- The interest of a subsequent owner acquiring the real estate during the 120-day period after the claimant last provides labor or materials even where the claimant:
 - contracts with the prior owner; and
 - does not record its lien until after the new owner takes title.

(*Nore Elec. Inc. v. S & H Holdings, L.L.C.*, 3 N.W.3d 895, 906 (Neb. 2024).)

7. Are there liens which can supersede the priority of a lender's recorded lien?

Certain liens in Nebraska have statutory priority over a lender's lien regardless of the order of recording, including liens for:

- Property taxes.
- Special assessments.

(Neb. Rev. St. §§ 77-203, 77-208, and 77-209.)

Construction liens may also take priority over a lender's earlier recorded lien (Neb. Rev. St. § 52-139; see Question 6). A lender can take certain steps to protect itself against construction liens (see Question 8).

8. How do lenders maintain the priority of their real property liens over superseding liens, such as real property tax liens and mechanics' liens? In particular, please consider:

- Permanent loans.
- Construction loans with future advances.
- Credit facilities with future advances under revolving lines of credit.

Property taxes and special assessments in Nebraska are statutory first liens that take priority over all other encumbrances on the subject property until paid or extinguished (see Question 7).

Subject to certain exceptions, a construction lien has priority over future advances secured by a previously recorded deed of trust or mortgage when the lender makes the advances with knowledge of the lien (Neb. Rev. St. § 52-139; see Question 6 and Construction Loans).

Permanent Loans

To prevent subsequent construction liens from attaching and taking priority over a permanent loan, a lender should require any contractor or subcontractor providing labor or materials for the construction of improvements at the property to give lien waivers before the lender makes advances intended to be secured by a deed of trust or mortgage. Most title insurers also provide construction lien coverage if either:

- The lender obtains lien waivers.
- The borrower signs an owner's affidavit.

Construction Loans

To maintain the priority of construction loans with future advances over intervening construction liens, a lender should:

- Clearly state on the first page of the related deed of trust or mortgage that it is a Construction Security Agreement securing an obligation the debtor has incurred to make improvements on the real estate in which the security interest is given (Neb. Rev. St. §§ 52-127(10) and 52-139(3)(a)).
- Record a notice of commencement immediately after the deed of trust or mortgage. This ensures that later filed construction liens have priority relating back to the recording date of the notice of commencement rather than the date construction started. (Neb. Rev. St. §§ 52-137(2) and 52-145; see Question 6.) If the project has already begun, the lender should insist on a pause in construction and take the following steps before allowing work to resume:
 - require the borrower to obtain lien waivers from all parties that have provided labor and materials to the property; and
 - after receiving all necessary waivers, record the deed of trust or mortgage followed by the notice of commencement.

Future advances under a construction loan may also be protected by date down endorsements issued by the title insurer. Title insurers generally

require lien waivers before providing this form of endorsement.

Credit Facilities

When issuing a revolving credit facility, the lender can specify in the deed of trust or mortgage that the instrument secures future advances. Regardless of this clause, however, the priority of the advances remains subject to the same risks from (and exceptions to) intervening construction liens generally applicable to subsequent advances under a prior recorded security interest (Neb. Rev. St. § 52-139; see Question 6).

9. What are a landlord's legal rights to a tenant's personal property located in the leased premises? Are these rights governed by statute, common law, or contract?

Nebraska does not have a statute granting a landlord a lien on its tenant's personal property.

The landlord and tenant can only create a landlord lien contractually (typically in the underlying lease). The lien arises and is enforced under Article 9 of the Uniform Commercial Code (*Ag Servs. of Am., Inc. v. Empfield*, 587 N.W.2d 871, 874 (Neb. 1999)).

A lender should require a landlord to:

- Subordinate any security interest to the lender.
- Permit the lender to gain access to the premises to collect any personal property secured by the deed of trust or mortgage.

If a tenant:

- Vacates leased premises but leaves behind any personal property, the landlord is permitted to take possession of the personal property and offer it for public sale on adequate notice (Neb. Rev. St. §§ 69-2303 to 69-2305 and 69-2308).
- Seeks to recover possession of its personal property from the landlord before the sale, the landlord must release the property to the tenant on payment of the landlord's reasonable storage and advertising costs (Neb. Rev. St. § 69-2307).

Mortgage Recording Taxes

10. Is there a mortgage recording tax (or similar tax)? If so:

- What is the rate and how is the tax calculated?
- Can a loan or refinance be structured to reduce the tax?
- Is the tax payable on making a loan secured by real property or perfecting a lien on real property?
- Is there any type of real property or transaction that is exempt from a mortgage recording tax (or similar tax)?
- Are there any other state or local taxes or fees imposed on the grant, perfection, or enforcement of a security interest in real property? Are there any exceptions?

There is no mortgage recording tax in Nebraska. Deeds of trust and mortgages are exempt from the general documentary stamp tax (Neb. Rev. St. § 76-902(3)).

Nebraska counties impose uniform nominal fees to cover the costs of recording documents. The rates are usually posted on the county recorder's website (for example, see [Douglas County Assessor/Register of Deeds: Recording Fees](#)). The statutory base fee is currently \$10 for the first page plus \$6 for each additional page (Neb. Rev. St. § 33-109(1)).

Title Insurance

11. Are title insurance premiums or service charges for lenders' title insurance policies regulated? Are the costs of title insurance negotiable within a specified range of rates? Are there any discounts available for reissued policies?

Nebraska is a filed rate state, which means premiums must be filed with the [Nebraska Department of Insurance](#). Agents are not allowed to deviate from the rates. (Neb. Rev. St. § 44-1997(1).)

Generally, when a title insurer issues a loan policy simultaneously with an owner's policy, the premium for the loan policy will be a nominal amount between \$75 and \$100.

12. Provide a list and brief description of the title insurance endorsements available to lenders.

Title insurers in Nebraska issue American Land Title Association (ALTA) loan policies. A title company:

- May require extra fees to remove any standard exceptions.
- Will impose additional charges to issue endorsements.

The following is a nonexclusive list of endorsements commonly used by lenders in Nebraska commercial real estate finance transactions. Not all endorsements are applicable to each transaction.

- ALTA 3 (3-06), 3.1 (3.1-06), and 3.2 (3.2-06) (Zoning series). Most title companies do not issue a zoning endorsement without a letter from the applicable zoning authority.
- ALTA 6 (6-06) (Variable Rate Mortgage).
- ALTA 8.2-06 (Commercial Environmental Protection Lien).
- ALTA 9-06 (Restrictions, Encroachments, Minerals).
- ALTA 17-06 (Access and Entry).
- ALTA 18-06 (Single Tax Parcel) and 18.1-06 (Multiple Tax Parcel – Easements).
- ALTA 19-06 (Contiguity – Multiple Parcels) and 19.1-06 (Contiguity – Single Parcel).
- ALTA 25-06 (Same as Survey).
- ALTA 27 (27-06) (Usury).
- ALTA 32 (32-06) (Construction Loan).

Many other ALTA endorsements are available for specific situations. Contact an approved title company for more details.

For more information on commercial loan policy endorsements, see [Practice Notes, Title Insurance Endorsements \(Commonly Requested\) for Commercial Real Estate Loans](#) and [Title Insurance Endorsements \(Deal-Specific\) for Commercial Real Estate Loans](#).

13. How is gap coverage (the time between closing the loan and actually recording the lien) typically handled by the title insurance companies?

In Nebraska, if the title company is closing the transaction and recording the underlying real estate security instrument, it typically assumes the gap risk and requires the borrower to provide an affidavit and indemnity against intervening liens.

If the title company is not closing the transaction, it will usually perform a search up to the date of recording and include any intervening liens as exceptions to coverage.

Counsel should consider asking the title company to:

- Provide an updated title search on the day of closing.
- Remove the standard gap exception from the title policy.

Foreclosure

14. Describe the foreclosure process available and the typical timing for the process. Do borrowers have a right of redemption? If so, what is the redemption period? Can lenders limit a borrower's right of redemption?

Nebraska law permits:

- Both deeds of trust and mortgages to be foreclosed judicially (Neb. Rev. St. §§ 25-202 and 76-1005).
- Only deeds of trust to be foreclosed nonjudicially under the Trust Deeds Act (Neb. Rev. St. §§ 76-1001 to 76-1018). The deed of trust must contain an express power of sale (Neb. Rev. St. § 76-1005).

Certain situations may require additional or different measures beyond the basic procedures outlined below, including when:

- The property is used in farming operations (Neb. Rev. St. § 76-1006(1)(b)).
- A junior lender wants to cure the default.

Judicial Foreclosure

The key steps and timing in the judicial foreclosure process are:

- The lender files a complaint in the district court of the county in which the property is located (Neb. Rev. St. § 25-2137).
- The borrower has 30 days after service to respond.

- Once the judge enters a decree of foreclosure, the borrower has 20 days to request a stay. The stay can last from three to nine months depending on:

- the type of property; and
- the loan maturity date.

(Neb. Rev. St. § 25-1506.)

- After the stay (or the 20-day request period) expires, the lender files a request for an order of sale with the clerk of the court.
- The county sheriff publishes a notice of sale once per week for four consecutive weeks in a newspaper printed in the county. If there is no newspaper printed in the county, the sheriff must:
 - publish the notice of sale in any newspaper of general circulation in the county; and
 - post the notice on the courthouse door and in five other public places in the county (two of which must be in the precinct containing the property).

(Neb. Rev. St. § 25-1529; *Parrat v. Neligh*, 7 Neb. 456, 459 (1878).)

- The sheriff sells the property (Neb. Rev. St. § 25-2144(1)).
 - The lender files a motion to confirm the sale.
 - The court issues an order confirming the same if it determines:
 - the sale was fair and reasonable; and
 - a resale would not likely produce a higher price.
- (Neb. Rev. St. § 25-1531.)

The borrower has a statutory right to redeem by paying the amount in the decree of foreclosure plus interest and court costs at any point in the process until the court confirms the sale (Neb. Rev. St. § 25-1530).

Nonjudicial Foreclosure

A nonjudicial foreclosure is typically a much quicker process in which:

- The lender records a notice of default in each county where the property is located (Neb. Rev. St. § 76-1006(1)(a)).
- Within ten days after recording, the lender mails a copy of the recorded notice of default to:

- the borrower; and
- any other person who has properly requested a copy.
- If the deed of trust omits the borrower's address and the borrower does not separately record a request for a copy of the notice of default, the lender must publish the notice:
 - once per week for three consecutive weeks;
 - in a newspaper of general circulation in each county in which the property is located; and
 - beginning not later than ten days after recording the notice of default.(Neb. Rev. St. § 76-1008.)
- The borrower may cure the default within one month after the notice of default is recorded (Neb. Rev. St. § 76-1012).
- If the borrower does not cure the default, the lender directs the trustee to publish a notice of sale:
 - once per week for five consecutive weeks;
 - in a newspaper of general circulation in each county in which the property is located; and
 - with the last publication occurring 10 to 30 days before the sale.(Neb. Rev. St. § 76-1007(1), (3).)
- The trustee must also mail a copy of the notice of sale at least 20 days before the sale to:
 - the borrower (at the address stated in the deed of trust); and
 - any other person who has properly requested a copy.(Neb. Rev. St. § 76-1008(2), (3).)
- The trustee auctions off the property to the highest bidder at a sale that must take place between 9 a.m. and 5 p.m. at:
 - the property;
 - the county courthouse; or
 - a public building that contains at least one county office and is located in the same county as the property.(Neb. Rev. St. §§ 76-1007(2) and 76-1009.)
- A trustee's deed is issued to the purchaser (Neb. Rev. St. § 76-1010).

Although not required by statute, it is common practice to provide a copy of the notice of default and notice of sale to other lienholders whose interest in the property will be affected by the foreclosure.

There is no right of redemption after a nonjudicial foreclosure sale (Neb. Rev. St. § 76-1010(2)).

15. Describe any significant costs of or impediments to foreclosing a lien on real property.

The main costs associated with foreclosure in Nebraska include:

- Publication and recording costs.
- Court costs.
- Attorneys' fees.

In uncontested foreclosures, these expenses:

- Are typically nominal.
- Do not differ significantly between judicial and nonjudicial proceedings.

Foreign Entities

16. Are there any permissions, approvals, or licenses specifically required for foreign banks (or other foreign lenders) to make loans secured by real property?

As a general rule, a foreign bank or another foreign lender is subject to the same requirement in Nebraska as any other foreign entity to obtain a certificate of authority from (or, as applicable, file a registration or statement of qualification with) the [secretary of state](#) to transact business in the state. However, Nebraska does not consider a foreign corporation to be transacting business when it engages in certain activities, including:

- Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.
- Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.
- Owning real or personal property without more.

(Neb. Rev. St. § 21-2,203(b).)

Similar exceptions for financing and enforcing security interests in real property apply to foreign limited liability companies and limited liability partnerships (Neb. Rev. St. §§ 21-157(a) and 67-460(1)).

Electronic Signatures, Recording, and Notarization Laws

17. Has your state adopted laws permitting electronic signatures, electronic recording, and remote notarization? In particular, include information on whether:

- The Uniform Electronic Transactions Act (UETA) or another law giving electronic signatures legal effect has been adopted.
- The Uniform Real Property Electronic Recording Act (URPERA) or another law permitting the recording of electronic signatures has been adopted.
- The Revised Uniform Law on Notarial Acts (RULONA) or another law permitting remote online notarization (RON) has been permanently adopted and/or temporary remote online notarization is permitted on an emergency basis due to the coronavirus pandemic.

Despite Nebraska's adoption of the applicable electronic laws referred to below, the transaction parties or recording offices may not be required to accept documents executed or notarized electronically. Before relying on any of the below electronic laws for a particular transaction, counsel should confirm (as applicable) that:

- All parties to the transaction agree to accept electronic signatures, remotely notarized documents, or both, and intend to be bound by them.

- The applicable recording office accepts electronic signatures and remotely notarized documents for recording.

Electronic Signatures

Nebraska has adopted the UETA (Neb. Rev. St. §§ 86-612 to 86-643).

Electronic Recording

Nebraska has not adopted the URPERA. However, the register of deeds or county clerk must provide electronic recording services to accept electronically submitted real estate documents for recording (Neb. Rev. St. § 86-611(8)).

Remote Online Notarization

Nebraska has adopted RON (Neb. Rev. St. §§ 64-401 to 64-420). Notwithstanding state law appearing to the contrary, there may be practical limitations in some counties on accepting electronically notarized documents for recording (see Question 4: Signatory's Name and Title).

There may be specific requirements for performing RON. Reference should be made to the statute, any applicable emergency orders, and any rules promulgated by the secretary of state or other state authority to understand all RON requirements and conditions.

For a state-by-state chart covering key provisions of RON laws, emergency orders, and pending electronic recording and RON laws, see [Electronic Signatures, Recording, and Notarization Laws for Real Estate Transactions: State Comparison Chart](#). To view and customize comparison charts on electronic signatures, recording, and notarization laws across states, see Quick Compare Chart, State Laws on Electronic Signatures, Electronic Recording, and Remote Notarization.

About Practical Law

Practical Law provides legal know-how that gives lawyers a better starting point. Our expert team of attorney editors creates and maintains thousands of up-to-date, practical resources across all major practice areas. We go beyond primary law and traditional legal research to give you the resources needed to practice more efficiently, improve client service and add more value.

If you are not currently a subscriber, we invite you to take a trial of our online services at legalsolutions.com/practical-law. For more information or to schedule training, call 1-800-733-2889 or e-mail referenceattorneys@tr.com.