

# WFG Underwriting Bulletin



To: All Kentucky Policy Issuing Agents of WFG National Title Insurance Company  
From: WFG Underwriting Department  
Date: August 11, 2017  
Bulletin No. KY 2017-01  
Subject: Underwriting - Amendment to KRS 382.135

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## **KENTUCKY UNDERWRITING – AMENDMENT TO KRS 382.135**

To all of our Kentucky agents,

You will recall last year that the Legislature amended KRS 382.135(1) (a) to require that the "full name" of the grantor and grantee be included in a deed to real property. There was, however, no guidance provided on what, exactly, the "full name" must include. In its 2017 legislative session, the Legislature has attempted to clarify this language by further amending KRS 382.135 to add (6) (a) and (b). This amendment took effect on June 29, 2017. The "full name" of an individual is now determined in accordance with KRS 355.9-503(1) (d) and (e).

### **Grantor/Grantee is an INDIVIDUAL with ONE operator's license issued by the State of Kentucky, then KRS 355.9-503 (1) (d) applies:**

**KRS 355.9-503 (1) (d)** Subject to subsection (7) of this section, if the debtor is an individual to whom this state has issued an operator's license that has not expired, only if the financing statement provides the name of the individual which is indicated on **the operator's license**;

In summary, if the Grantor/Grantee is an individual who has one operator's license issued by the State of Kentucky, then the "full name" of that individual as it appears on the deed to real property shall match that individual's name as it appears on the operator's license (i.e., the full name on the deed must match the full name on the operator's license).

### **Grantor/Grantee is an INDIVIDUAL with MORE THAN ONE operator's license issued by the State of Kentucky, then KRS 355.9-503 (1) (d) applies, subject to further requirements as set forth in KRS 355.9-503 (7):**

**KRS 355.9-503 (7)** If this state has issued to an individual more than one (1) operator's license of a kind described in subsection (1)(d) of this section, the one that was issued most recently is the one to which subsection (1)(d) of this section refers.

In summary, if the Grantor/Grantee is an individual who has more than one operator's license issued by the State of Kentucky, then the "full name" of that individual as it appears on the deed

to real property shall match that individual's name as it appears on the most recently issued operator's license (i.e., the full name on the deed must match the full name on most recently issued operator's license. If you have more than one operator's license, the most recently issued operator's license controls).

**Grantor/Grantee is an INDIVIDUAL who DOES NOT have an operator's license issued by the State of Kentucky, then KRS 355.9-503 (1) (e) applies:**

**KRS 355.9-503 (1) (d)** If the debtor is an individual to whom paragraph (d) of this subsection does not apply, only if the financing statement provides the individual name of the debtor or the surname and first personal name of the debtor.

In summary, if the Grantor/Grantee is an individual who does not have an operator's license issued by the State of Kentucky, then the "full name" of that individual as it appears on the deed to real property shall constitute that individual's full first name and full last name. If the individual does not have a State of Kentucky issued operator's license, then the full name of that individual shall match the full name that appears on the valid photo identification presented by the individual (i.e., driver's license from another state, state identification from another state, passport, or any other form of picture identification approved by the U.S. Patriot Act).

The "full name" of a business entity is now determined in accordance with KRS 365.015(1) (b) and (c).

**Grantor/Grantee is a DOMESTIC BUSINESS ENTITY (General Partnership, Limited Partnership, Business Trust or Statutory Trust, Corporation, Limited Liability Company, Limited Cooperative Association, or Unincorporated Non Profit Association), then KRS 365.015 (1) (b) applies:**

**KRS 365.015 (1) (b):**

The real name of a domestic:

1. General partnership that is not a limited liability partnership and that has not filed a statement of partnership authority is that name which includes the real name of each of the partners;
2. General partnership that is not a limited liability partnership and that has filed a statement of partnership authority is the name set forth on the statement of partnership authority;
3. General partnership that is a limited liability partnership is the name stated on the statement of qualification filed pursuant to KRS 362.1-931 or predecessor law;
4. Limited partnership is that name stated in its certificate of limited partnership filed pursuant to KRS 362.2-201 or predecessor law;
5. Business trust or statutory trust is the name set forth in the declaration of trust;
6. Corporation is the name set forth in its articles of incorporation;
7. Limited liability company is the name set forth in its articles of organization;
8. Limited cooperative association is the name set forth in its articles of association; and

9. Unincorporated nonprofit association that has filed a certificate of association is the name set forth in the certificate of association and, if no certificate of association has been filed, the name under which the unincorporated nonprofit association generally acts.

**Grantor/Grantee is a FOREIGN BUSINESS ENTITY (General Partnership, Limited Partnership, Business Trust or Statutory Trust, Corporation, Limited Liability Company, Limited Cooperative Association, or Unincorporated Non Profit Association), then KRS 365.015 (1) (c) applies:**

**KRS 365.015 (1) (c):**

(c) The real name of a foreign:

1. General partnership is the name recognized by the laws of the jurisdiction under which it is formed as being the real name;
2. Limited liability partnership is the name stated in its statement of foreign qualification filed pursuant to KRS 362.1-952 or predecessor law;
3. Limited partnership is the name set forth in its certificate of limited partnership or the fictitious name adopted for use in this Commonwealth under KRS 14A.3-010 to 14A.3-050 or predecessor law;
4. Business trust or statutory trust is the name recognized by the laws of the jurisdiction under which it is formed as being the real name of the business trust or statutory trust or the fictitious name adopted for use in this Commonwealth under Subchapter 3 of KRS Chapter 14A;
5. Corporation, including a cooperative or association that is incorporated, is the name set forth in its articles of incorporation or the fictitious name adopted for use in this Commonwealth under KRS 14A.3-010 to 14A.3-050 or predecessor law;
6. Limited liability company is the name set forth in its articles of organization or the fictitious name adopted for use in this Commonwealth under KRS 14A.3-010 to 14A.3-050 or predecessor law;
7. Limited cooperative association is the name set forth in its articles of association or the fictitious name adopted for use in this Commonwealth under KRS 14A.3-010 to 14A.3-050 or predecessor law; and
8. Unincorporated nonprofit association is the name recognized by the laws of the jurisdiction under which it is organized as being the real name.

Please familiarize yourself with these sections, which are attached as Exhibit "A" for your reference. The amended version of KRS 382.135 is also attached.

If you have any questions regarding this or other bulletins, please contact your Kentucky underwriting counsels, Alan Fields at (813) 421-3821 or via email at [AFields@wfgnationaltitle.com](mailto:AFields@wfgnationaltitle.com) or Allan Dick at (248) 533-6450 or via email at [alland@wfgnationaltitle.com](mailto:alland@wfgnationaltitle.com)

NOTE: The information contained in this Bulletin is intended solely for the use of employees of WFG National Title Insurance Company, its title insurance agents and approved attorneys. Disclosure to any other person is expressly prohibited unless approved in writing by the WFG National Title Insurance Company's Underwriting Department.

**The Agent may be held responsible for any loss sustained as a result of the failure to follow the standards set forth above.**