

§201. Priority of recording

No conveyance of an estate in fee simple, fee tail or for life, or lease for more than 2 years or for an indefinite term is effectual against any person except the grantor, his heirs and devisees, and persons having actual notice thereof unless the deed or lease is acknowledged and recorded in the registry of deeds within the county where the land lies, and if the land is in 2 or more counties then the deed or lease shall be recorded in the registry of deeds of each of such counties, and in counties where there are 2 or more registry districts then the deed or lease shall be recorded in the district legal for such record. Conveyances of the right, title or interest of the grantor, if duly recorded, shall be as effectual against prior unrecorded conveyances, as if they purported to convey an actual title. All recorded deeds, leases or other written instruments regarding real estate take precedence over unrecorded attachments and seizures.

A memorandum of lease of real estate may be recorded, and if so recorded, the lease shall be considered recorded for all purposes. Said memorandum shall be executed and acknowledged by one of the lessors, name all the parties to the lease, contain an intelligible description of the property leased, state the date and the term of the lease, describe any provisions related to renewals or extensions, describe any provisions relating to options to purchase or the transfer of title, but need not describe any provisions relating to rent. The recording of said memorandum shall constitute notice of all terms of the lease including all provisions relating to rental, price, considerations and default, as effectively as if said lease had been recorded in full. Nothing herein contained shall be deemed to affect the validity of the recording of an abstract, memorandum or statement of lease prior to September 21, 1963, but any such abstract, memorandum or statement of lease recorded prior to September 21, 1963, shall be deemed to meet the requirements of a memorandum of lease made and recorded hereunder if it reasonably describes the parties to the lease and contains a reasonable description of the leased property.

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