

1 AN ACT concerning government.

2 **Be it enacted by the People of the State of Illinois,**
3 **represented in the General Assembly:**

4 Section 5. The Illinois Notary Public Act is amended by
5 changing Section 3-102 as follows:

6 (5 ILCS 312/3-102) (from Ch. 102, par. 203-102)

7 Sec. 3-102. Notarial Record; Residential Real Property
8 Transactions.

9 (a) This Section shall apply to every notarial act in
10 Illinois involving a document of conveyance that transfers or
11 purports to transfer title to residential real property located
12 in Cook County.

13 (b) As used in this Section, the following terms shall have
14 the meanings ascribed to them:

15 (1) "Document of Conveyance" shall mean a written
16 instrument that transfers or purports to transfer title
17 effecting a change in ownership to Residential Real
18 Property, excluding:

19 (i) court-ordered and court-authorized conveyances
20 of Residential Real Property, including without
21 limitation, quit-claim deeds executed pursuant to a
22 marital settlement agreement incorporated into a
23 judgment of dissolution of marriage, and transfers in

1 the administration of a probate estate;

2 (ii) judicial sale deeds relating to Residential
3 Real Property, including without limitation, sale
4 deeds issued pursuant to proceedings to foreclose a
5 mortgage or execute on a levy to enforce a judgment;

6 (iii) deeds transferring ownership of Residential
7 Real Property to a trust where the beneficiary is also
8 the grantor;

9 (iv) deeds from grantors to themselves that are
10 intended to change the nature or type of tenancy by
11 which they own Residential Real Property;

12 (v) deeds from a grantor to the grantor and another
13 natural person that are intended to establish a tenancy
14 by which the grantor and the other natural person own
15 Residential Real Property;

16 (vi) deeds executed to the mortgagee in lieu of
17 foreclosure of a mortgage; ~~and~~

18 (vii) deeds transferring ownership to a revocable
19 or irrevocable grantor trust where the beneficiary
20 includes the grantor; ~~and~~

21 (viii) deeds transferring ownership from a
22 revocable or irrevocable grantor trust when the
23 grantee is a beneficiary of the trust; and

24 (ix) grants of beneficial interest in a trust that
25 do not constitute an assignment of title of residential
26 real property.

1 (2) "Financial Institution" shall mean a State or
2 federally chartered bank, savings and loan association,
3 savings bank, or credit union.

4 (3) "Notarial Record" shall mean the written document
5 created in conformity with this Section by a notary in
6 connection with Documents of Conveyance.

7 (4) "Residential Real Property" shall mean a building
8 or buildings located in Cook County, Illinois and
9 containing one to 4 dwelling units or an individual
10 residential condominium unit.

11 (5) "Title Insurance Agent" shall have the meaning
12 ascribed to it under the Title Insurance Act.

13 (6) "Title Insurance Company" shall have the meaning
14 ascribed to it under the Title Insurance Act.

15 (c) A notary appointed and commissioned as a notary in
16 Illinois shall, in addition to compliance with other provisions
17 of this Act, create a Notarial Record of each notarial act
18 performed in connection with a Document of Conveyance. The
19 Notarial Record shall contain:

20 (1) The date of the notarial act;

21 (2) The type, title, or a description of the Document
22 of Conveyance being notarized, and the property index
23 number ("PIN") used to identify the Residential Real
24 Property for assessment or taxation purposes and the common
25 street address for the Residential Real Property that is
26 the subject of the Document of Conveyance;

1 (3) The signature, printed name, and residence street
2 address of each person whose signature is the subject of
3 the notarial act and a certification by the person that the
4 property is Residential Real Property as defined in this
5 Section, which states "The undersigned grantor hereby
6 certifies that the real property identified in this
7 Notarial Record is Residential Real Property as defined in
8 the Illinois Notary Public Act".

9 (4) A description of the satisfactory evidence
10 reviewed by the notary to determine the identity of the
11 person whose signature is the subject of the notarial act;

12 (5) The date of notarization, the fee charged for the
13 notarial act, the Notary's home or business phone number,
14 the Notary's residence street address, the Notary's
15 commission expiration date, the correct legal name of the
16 Notary's employer or principal, and the business street
17 address of the Notary's employer or principal; and

18 (6) The notary public shall require the person signing
19 the Document of Conveyance (including an agent acting on
20 behalf of a principal under a duly executed power of
21 attorney), whose signature is the subject of the notarial
22 act, to place his or her right thumbprint on the Notarial
23 Record. If the right thumbprint is not available, then the
24 notary shall have the party use his or her left thumb, or
25 any available finger, and shall so indicate on the Notarial
26 Record. If the party signing the document is physically

1 unable to provide a thumbprint or fingerprint, the notary
2 shall so indicate on the Notarial Record and shall also
3 provide an explanation of that physical condition. The
4 notary may obtain the thumbprint by any means that reliably
5 captures the image of the finger in a physical or
6 electronic medium.

7 (d) If a notarial act under this Section is performed by a
8 notary who is a principal, employee, or agent of a Title
9 Insurance Company, Title Insurance Agent, Financial
10 Institution, or attorney at law, the notary shall deliver the
11 original Notarial Record to the notary's employer or principal
12 within 14 days after the performance of the notarial act for
13 retention for a period of 7 years as part of the employer's or
14 principal's business records. In the event of a sale or merger
15 of any of the foregoing entities or persons, the successor or
16 assignee of the entity or person shall assume the
17 responsibility to maintain the Notarial Record for the balance
18 of the 7-year business records retention period. Liquidation or
19 other cessation of activities in the ordinary course of
20 business by any of the foregoing entities or persons shall
21 relieve the entity or person from the obligation to maintain
22 Notarial Records after delivery of Notarial Records to the
23 Recorder of Deeds of Cook County, Illinois.

24 (e) If a notarial act is performed by a notary who is not a
25 principal, employee, or agent of a Title Insurance Company,
26 Title Insurance Agent, Financial Institution, or attorney at

1 law, the notary shall deliver the original Notarial Record
2 within 14 days after the performance of the notarial act to the
3 Recorder of Deeds of Cook County, Illinois for retention for a
4 period of 7 years, accompanied by a filing fee of \$5.

5 (f) The Notarial Record required under subsection (c) of
6 this Section shall be created and maintained for each person
7 whose signature is the subject of a notarial act regarding a
8 Document of Conveyance and shall be in substantially the
9 following form:

10 **NOTARIAL RECORD - RESIDENTIAL REAL PROPERTY TRANSACTIONS**

11 Date Notarized:

12 Fee: \$

13 The undersigned grantor hereby certifies that the real property
14 identified in this Notarial Record is Residential Real Property
15 as defined in the Illinois Notary Public Act.

16 Grantor's (Signer's) Printed Name:

17 Grantor's (Signer's) Signature:

18 Grantor's (Signer's) Residential Street Address, City, State,
19 and Zip:

20 Type or Name of Document of Conveyance:

1 PIN No. of Residential Real Property:

2 Common Street Address of Residential Real Property:

3 Thumbprint or Fingerprint:

4 Description of Means of Identification:

5 Additional Comments:

6 Name of Notary Printed:

7 Notary Phone Number:

8 Commission Expiration Date:

9 Residential Street Address of Notary, City, State, and Zip:

10 Name of Notary's Employer or Principal:

11 Business Street Address of Notary's Employer or Principal,
12 City, State, and Zip:

13 (g) No copies of the original Notarial Record may be made
14 or retained by the Notary. The Notary's employer or principal

1 may retain copies of the Notarial Records as part of its
2 business records, subject to applicable privacy and
3 confidentiality standards.

4 (h) The failure of a notary to comply with the procedure
5 set forth in this Section shall not affect the validity of the
6 Residential Real Property transaction in connection to which
7 the Document of Conveyance is executed, in the absence of
8 fraud.

9 (i) The Notarial Record or other medium containing the
10 thumbprint or fingerprint required by subsection (c)(6) shall
11 be made available or disclosed only upon receipt of a subpoena
12 duly authorized by a court of competent jurisdiction. Such
13 Notarial Record or other medium shall not be subject to
14 disclosure under the Freedom of Information Act and shall not
15 be made available to any other party, other than a party in
16 succession of interest to the party maintaining the Notarial
17 Record or other medium pursuant to subsection (d) or (e).

18 (j) In the event there is a breach in the security of a
19 Notarial Record maintained pursuant to subsections (d) and (e)
20 by the Recorder of Deeds of Cook County, Illinois, the Recorder
21 shall notify the person identified as the "signer" in the
22 Notarial Record at the signer's residential street address set
23 forth in the Notarial Record. "Breach" shall mean unauthorized
24 acquisition of the fingerprint data contained in the Notarial
25 Record that compromises the security, confidentiality, or
26 integrity of the fingerprint data maintained by the Recorder.

1 The notification shall be in writing and made in the most
2 expedient time possible and without unreasonable delay,
3 consistent with any measures necessary to determine the scope
4 of the breach and restore the reasonable security,
5 confidentiality, and integrity of the Recorder's data system.

6 (k) Subsections (a) through (i) shall not apply on and
7 after July 1, 2013.

8 (l) Beginning July 1, 2013, at the time of notarization, a
9 notary public shall officially sign every notary certificate
10 and affix the rubber stamp seal clearly and legibly using black
11 ink, so that it is capable of photographic reproduction. The
12 illegibility of any of the information required by this Section
13 does not affect the validity of a transaction.

14 (Source: P.A. 95-988, eff. 6-1-09.)