



Sen. A. J. Wilhelmi

Filed: 3/9/2010

09600SB0333sam001

LRB096 06381 JAM 38006 a

1 AMENDMENT TO SENATE BILL 333

2 AMENDMENT NO. _____. Amend Senate Bill 333 by replacing
3 everything after the enacting clause with the following:

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

1 effecting a change in ownership to Residential Real
2 Property, excluding:

3 (i) court-ordered and court-authorized conveyances
4 of Residential Real Property, including without
5 limitation, quit-claim deeds executed pursuant to a
6 marital settlement agreement incorporated into a
7 judgment of dissolution of marriage, and transfers in
8 the administration of a probate estate;

9 (ii) judicial sale deeds relating to Residential
10 Real Property, including without limitation, sale
11 deeds issued pursuant to proceedings to foreclose a
12 mortgage or execute on a levy to enforce a judgment;

13 (iii) deeds transferring ownership of Residential
14 Real Property to a trust where the beneficiary is also
15 the grantor;

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

19 (v) deeds from a grantor to the grantor and another
20 natural person that are intended to establish a tenancy
21 by which the grantor and the other natural person own
22 Residential Real Property;

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

25 (vii) deeds transferring ownership to a revocable
26 or irrevocable grantor trust where the beneficiary

1 includes the grantor; and

2 (viii) deeds transferring ownership from a
3 revocable or irrevocable grantor trust when the
4 grantee is a beneficiary of the trust; and

5 (ix) grants of beneficial interest in a trust that
6 do not constitute an assignment of title of residential
7 real property.

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

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

14 (4) "Residential Real Property" shall mean a building
15 or buildings located in Cook County, Illinois and
16 containing one to 4 dwelling units or an individual
17 residential condominium unit.

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

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

22 (c) A notary appointed and commissioned as a notary in
23 Illinois shall, in addition to compliance with other provisions
24 of this Act, create a Notarial Record of each notarial act
25 performed in connection with a Document of Conveyance. The
26 Notarial Record shall contain:

1 (1) The date of the notarial act;

2 (2) The type, title, or a description of the Document
3 of Conveyance being notarized, and the property index
4 number ("PIN") used to identify the Residential Real
5 Property for assessment or taxation purposes and the common
6 street address for the Residential Real Property that is
7 the subject of the Document of Conveyance;

8 (3) The signature, printed name, and residence street
9 address of each person whose signature is the subject of
10 the notarial act and a certification by the person that the
11 property is Residential Real Property as defined in this
12 Section, which states "The undersigned grantor hereby
13 certifies that the real property identified in this
14 Notarial Record is Residential Real Property as defined in
15 the Illinois Notary Public Act".

16 (4) A description of the satisfactory evidence
17 reviewed by the notary to determine the identity of the
18 person whose signature is the subject of the notarial act;

19 (5) The date of notarization, the fee charged for the
20 notarial act, the Notary's home or business phone number,
21 the Notary's residence street address, the Notary's
22 commission expiration date, the correct legal name of the
23 Notary's employer or principal, and the business street
24 address of the Notary's employer or principal; and

25 (6) The notary public shall require the person signing
26 the Document of Conveyance (including an agent acting on

1 behalf of a principal under a duly executed power of
2 attorney), whose signature is the subject of the notarial
3 act, to place his or her right thumbprint on the Notarial
4 Record. If the right thumbprint is not available, then the
5 notary shall have the party use his or her left thumb, or
6 any available finger, and shall so indicate on the Notarial
7 Record. If the party signing the document is physically
8 unable to provide a thumbprint or fingerprint, the notary
9 shall so indicate on the Notarial Record and shall also
10 provide an explanation of that physical condition. The
11 notary may obtain the thumbprint by any means that reliably
12 captures the image of the finger in a physical or
13 electronic medium.

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

1 business by any of the foregoing entities or persons shall
2 relieve the entity or person from the obligation to maintain
3 Notarial Records after delivery of Notarial Records to the
4 Recorder of Deeds of Cook County, Illinois.

5 (e) If a notarial act is performed by a notary who is not a
6 principal, employee, or agent of a Title Insurance Company,
7 Title Insurance Agent, Financial Institution, or attorney at
8 law, the notary shall deliver the original Notarial Record
9 within 14 days after the performance of the notarial act to the
10 Recorder of Deeds of Cook County, Illinois for retention for a
11 period of 7 years, accompanied by a filing fee of \$5.

12 (f) The Notarial Record required under subsection (c) of
13 this Section shall be created and maintained for each person
14 whose signature is the subject of a notarial act regarding a
15 Document of Conveyance and shall be in substantially the
16 following form:

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

18 Date Notarized:

19 Fee: \$

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

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

1 Grantor's (Signer's) Signature:

2 Grantor's (Signer's) Residential Street Address, City, State,
3 and Zip:

4 Type or Name of Document of Conveyance:

5 PIN No. of Residential Real Property:

6 Common Street Address of Residential Real Property:

7 Thumbprint or Fingerprint:

8 Description of Means of Identification:

9 Additional Comments:

10 Name of Notary Printed:

11 Notary Phone Number:

12 Commission Expiration Date:

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

1 Name of Notary's Employer or Principal:

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

4 (g) No copies of the original Notarial Record may be made
5 or retained by the Notary. The Notary's employer or principal
6 may retain copies of the Notarial Records as part of its
7 business records, subject to applicable privacy and
8 confidentiality standards.

9 (h) The failure of a notary to comply with the procedure
10 set forth in this Section shall not affect the validity of the
11 Residential Real Property transaction in connection to which
12 the Document of Conveyance is executed, in the absence of
13 fraud.

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

23 (j) In the event there is a breach in the security of a
24 Notarial Record maintained pursuant to subsections (d) and (e)

1 by the Recorder of Deeds of Cook County, Illinois, the Recorder
2 shall notify the person identified as the "signer" in the
3 Notarial Record at the signer's residential street address set
4 forth in the Notarial Record. "Breach" shall mean unauthorized
5 acquisition of the fingerprint data contained in the Notarial
6 Record that compromises the security, confidentiality, or
7 integrity of the fingerprint data maintained by the Recorder.
8 The notification shall be in writing and made in the most
9 expedient time possible and without unreasonable delay,
10 consistent with any measures necessary to determine the scope
11 of the breach and restore the reasonable security,
12 confidentiality, and integrity of the Recorder's data system.

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

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

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