



Sen. Patricia Van Pelt

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09800SB1219sam001

LRB098 06750 JDS 41292 a

1 AMENDMENT TO SENATE BILL 1219

2 AMENDMENT NO. _____. Amend Senate Bill 1219 as follows:

3 on page 1, line 5, immediately after "3-101," by inserting
4 "3-102, "; and

5 on page 4, immediately below line 22, by inserting the
6 following:

7 "(5 ILCS 312/3-102) (from Ch. 102, par. 203-102)
8 Sec. 3-102. Notarial Record; Residential Real Property
9 Transactions.

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

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

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

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

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

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

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

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

25 (vi) deeds executed to the mortgagee in lieu of
26 foreclosure of a mortgage; and

1 (vii) deeds transferring ownership to a revocable
2 or irrevocable grantor trust where the beneficiary
3 includes the grantor.

4 (2) "Financial Institution" shall mean a State or
5 federally chartered bank, savings and loan association,
6 savings bank, credit union, or trust company.

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

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

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

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

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

23 (1) The date of the notarial act;

24 (2) The type, title, or a description of the Document
25 of Conveyance being notarized, and the property index
26 number ("PIN") used to identify the Residential Real

1 Property for assessment or taxation purposes and the common
2 street address for the Residential Real Property that is
3 the subject of the Document of Conveyance;

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

12 (4) A description of the satisfactory evidence
13 reviewed by the notary to determine the identity of the
14 person whose signature is the subject of the notarial act;

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

21 (6) The notary public shall require the person signing
22 the Document of Conveyance (including an agent acting on
23 behalf of a principal under a duly executed power of
24 attorney), whose signature is the subject of the notarial
25 act, to place his or her right thumbprint on the Notarial
26 Record. If the right thumbprint is not available, then the

1 notary shall have the party use his or her left thumb, or
2 any available finger, and shall so indicate on the Notarial
3 Record. If the party signing the document is physically
4 unable to provide a thumbprint or fingerprint, the notary
5 shall so indicate on the Notarial Record and shall also
6 provide an explanation of that physical condition. The
7 notary may obtain the thumbprint by any means that reliably
8 captures the image of the finger in a physical or
9 electronic medium.

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

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

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

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

14 Date Notarized:

15 Fee: \$

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

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

20 Grantor's (Signer's) Signature:

21 Grantor's (Signer's) Residential Street Address, City, State,

1 and Zip:

2 Type or Name of Document of Conveyance:

3 PIN No. of Residential Real Property:

4 Common Street Address of Residential Real Property:

5 Thumbprint or Fingerprint:

6 Description of Means of Identification:

7 Additional Comments:

8 Name of Notary Printed:

9 Notary Phone Number:

10 Commission Expiration Date:

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

12 Name of Notary's Employer or Principal:

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

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

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

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

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

1 acquisition of the fingerprint data contained in the Notarial
2 Record that compromises the security, confidentiality, or
3 integrity of the fingerprint data maintained by the Recorder.
4 The notification shall be in writing and made in the most
5 expedient time possible and without unreasonable delay,
6 consistent with any measures necessary to determine the scope
7 of the breach and restore the reasonable security,
8 confidentiality, and integrity of the Recorder's data system.

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

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

18 (Source: P.A. 97-508, eff. 8-23-11.)".