

SENECA COUNTY

NOTARY PUBLIC GUIDE

A Public Service of the Seneca County Bar Association
(Revised July, 2009)

NOTICE: All notary publics should be familiar with the provisions of Chapter 147 of the Revised Code of Ohio.

SENECA COUNTY NOTARY PUBLIC GUIDE

Since August 12, 1977, Ohio law has permitted Notaries Public to perform their duties throughout the State of Ohio, even though the person was originally appointed a Notary only for a particular County. All persons newly appointed to the office of Notary Public, or who have their commissions renewed, are statewide notaries.

QUALIFICATIONS

The Ohio Secretary of State may appoint and commission citizens of Ohio as Notaries Public who are eighteen (18) years of age or over if those persons first have a certificate from a Judge of the Court of Common Pleas, Court of Appeals or Supreme Court.

The certificate signed by the Judge states that the Notary applicant is of good moral character, a citizen of the county, and possesses sufficient qualifications and ability to discharge the duties of the office of Notary Public.

The Judge must also certify that the Judge is satisfied, from personal knowledge, that the applicant possesses the qualifications necessary to a proper discharge of the office, or that the applicant has passed an examination.

If the applicant is an attorney-at-law, then other requirements need to be met.

Except for attorneys-at-law, each Notary holds office for five (5) years, unless the commission is revoked.

PROCEDURE TO BE FOLLOWED

New Notary Applicants

Residents and voters in Seneca County who have not been notaries before should study this guide which explains the duties of the office, answers any questions you may have, and will review the applicable law. This guide should be studied before taking the Notary examination.

All first time Notary Public applicants are required to take a written test obtained from and supervised by the Court's personnel to qualify for a Notary commission.

Notary Examinations will be given by Court personnel during regular office hours, Monday thru Friday, during the hours of 8:30 a.m. and 4:30 p.m., except Holidays. In order that you will be given ample time to complete the test, we ask that you arrive to take the test no later than 3:30 p.m. Please remember the Court is closed between 12:00 and 1:00 p.m.

The test will be graded by Court personnel and you must receive a grade of 70% or more to pass. If you do not pass the test, you will be allowed to take the test again at a later date. If you complete the test successfully, you must then complete an "Application for the Appointment" of Notary Public. You must also have with you a check or money order payable to "SOS/Notary Commission" in the amount of \$15.00. **NO CASH WILL BE ACCEPTED.** The Application will be signed by a Seneca County Common Pleas Court Judge and sent to the Ohio Secretary of State by Court Personnel. The Secretary of State's Clerk will issue the commission and return it to you at your home address. If you do not receive your commission within ten (10) days, please contact the Court. Before you may perform your duties as a Notary, you must file your commission, which includes an oath endorsed on it, with the Seneca County Clerk of Courts, located at 117 E. Market St., Suite 4101, Tiffin, Ohio 44883. The clerk will record your commission in a book and make a record and index of it. A fee of \$5.00 shall be paid to the clerk as currently required by law.

In order to perform your duties as a Notary Public, you must provide a seal of a Notary Public of a type that will stamp ink onto a document, or one that will emboss it. In executing a Notary acknowledgment, the name of the Notary must be printed, typewritten or stamped in legible, printed letters near the Notary's signature on each document signed by the Notary. The date on which your commission expires should also appear near your name.

The seal and rubber stamp may be obtained from stores handling legal stationery. The seal is not provided by the County or State. You must obtain it at your own cost.

Renewals of Unexpired Commissions

You may have your commission re-issued by obtaining from the Court's personnel an "Application for the Appointment". The application should be completed and returned with your check or money order in the amount of \$15.00, made payable to SOS/Notary Commission. **NO CASH WILL BE ACCEPTED.** The Application will be signed by a Seneca County Common Pleas Court Judge and sent to the Ohio Secretary of State by Court personnel. The Secretary's Clerk will issue the commission and return it to you at your home address. If you do not receive your commission within ten (10) days, please contact the Court. Before you may perform your duties as a Notary, you must file your commission, with an oath endorsed on it, with the Seneca County Clerk of Courts, which is located at 117 E. Market St., Suite 4101, Tiffin, Ohio 44883. The clerk will record your commission in a book and make a record and index of it. A fee of \$5.00 shall be paid to the clerk as currently required by law.

Renewals of Expired Commissions

If your current commission has expired, you must obtain an "Application for the Appointment" from Court personnel. You will need to complete the affidavit on the application form before a Notary Public indication that you have not performed any notarial duties since the expiration of your Notary commission. The application should be completed and returned with your check or money order in the amount of \$15.00,

made payable to SOS/Notary Commission. **NO CASH WILL BE ACCEPTED.** The Application will be signed by a Seneca County Common Pleas Court Judge and sent to the Ohio Secretary of State by Court personnel. The Secretary's Clerk will issue the commission and return it to you at your home address. If you do not receive your commission within ten (10) days, please contact the Court. Before you may perform your duties as a Notary, you must file your commission, with an oath endorsed on it, with the Seneca County Clerk of Courts, which is located at 117 E. Market St., Suite 4101, Tiffin, Ohio 44883. The clerk will record your commission in a book and make a record and index of it. A fee of \$5.00 shall be paid to the clerk as currently required by law.

Appointment of Notaries Public

The Ohio Secretary of State may appoint and commission as Notaries Public as many persons as deemed necessary, who are citizens of this State and are 18 years of age or older. A Notary Public shall be appointed and commissioned as a Notary Public for the State. The Ohio Secretary of State may revoke a commission issued to a Notary Public upon presentation of satisfactory evidence of official misconduct or incapacity.

Certificate of Qualifications

Before the appointment of a Notary Public is made, an applicant shall produce for the Ohio Secretary of State a certificate from a Judge of the Court of Common Pleas, Court of Appeals, or Supreme Court, that the applicant is of good moral character and a citizen of the County where the application is made. No Judge shall issue such certificate until the Judge is satisfied from personal knowledge that the applicant possesses the qualifications necessary to a proper discharge of the duties of the office or until the applicant has passed an examination under such rules and regulations as the Judge may prescribe.

Term of Office

Every Notary Public shall hold office for the term of five (5) years unless the commission is revoked. Before entering upon the duties of the office, a Notary shall take and subscribe an oath to be endorsed on his commission.

A Notary Public who violates the oath required by this section shall be removed from office by the Court of Common Pleas of the County in which the applicant resides, upon complaint filed and substantiated in such Court, and the Court shall thereupon certify such removal to the Ohio Secretary of State. The person so removed shall be ineligible for reappointment to the office of Notary Public.

Jurisdiction

A Notary Public shall have power throughout the State of Ohio.

Powers of Notary

1. To administer oaths or affirmations required or authorized by law.

Oath: An oath is a declaration by a person before an officer, authorized by law to take oaths (such as a Notary) that what the person has said or is about to say is true (as when a witness takes the witness stand in the courtroom) or a promise that the person will faithfully perform certain acts (as when Public officers are “sworn in”). To be a proper oath, the declaration must be substantiated by an appeal to God to witness the sincerity of the statement, accompanied by some outward act demonstration this appeal, such as raising the right hand or placing it on the Bible.

EXAMPLE : Do you solemnly swear that what you are about to say is true, so help you, God? I do.

Affirmation: Alternatively, some persons for religious reasons refuse to take an oath. The law of Ohio holds that the term “oath” includes an AFFIRMATION which is a solemn declaration before an authorized officer promising to State the truth or perform certain acts, but no accompanied by an appeal to God.

EXAMPLE: Do you solemnly affirm that what you have said or about to say is true, under the pains and penalties of perjury? I do.

Affidavit: An affidavit is a written statement of facts, the truth of which is sworn to before a person authorized to administer oaths, and followed by an official statement of the person taking the oath that the affidavit was signed and sworn to , or affirmed, in the Notary’s presence.

EXAMPLE:

State of Ohio)
County of Seneca)ss:

AFFIDAVIT

Before me, a Notary Public, in and for said County, personally appeared _____ who, being by me duly sworn (or affirmed), deposes and says that _____ and further affiant says not

(Signed)

Sworn to before me and signed in my presence this ____ day of ____20__.

(Signed)
Notary Public, Seneca County, OH
My Commission expires:_____

Penalty for Certifying Affidavit Without Administering Oath

No Notary Public shall certify to the affidavit of a person without administering the oath or affirmation to such person. A Notary Public who violated this section shall be removed from office by the Court of Common Pleas of the County in which the conviction was had. The Court shall thereupon certify such removal to the Ohio Secretary of State. The person so removed shall be ineligible to reappointment for a period of three (3) years.

2. To take and certify acknowledgements to deeds, mortgages, liens, powers of attorney and other instruments in writing.

The law of the State of Ohio requires that signatures to certain legal instruments offered for recording in the County Recorder’s Office be acknowledged before a person authorized by law to take acknowledgements (as a Notary Public). A person “acknowledges” his signature by bringing the unsigned instrument to the Notary, first signing it in the Notary’s presence, and then acknowledging to the Notary that the signature on the instrument is the person’s, and that the signer signed voluntarily without duress. The Notary then certifies that the instrument has been acknowledged in his presence.

Example:

State of Ohio)
County of Seneca) SS:

Affidavit

Before me, a Notary Public, in and for said County, personally _____ appeared _____ who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

In Testimony Whereof, I have hereunto affixed my name and official seal at _____ Ohio, this ____ day of _____ 20__.

(Signed)

Sworn to before me and signed in my presence this ____ day of ____ 20__.

Notary Public, Seneca County, Ohio
My Commission expires: _____

Naturally, a Notary cannot truthfully certify that someone appeared personally before the Notary unless the Notary is reasonably certain that the person who signed the instrument actually is the person in question. If the signer is not known to the Notary proof of identity must be presented. This proof may be satisfied by a third person known to the Notary, who introduces the person.

A Notary cannot certify that a person “appeared before the Notary” if the instrument is brought to the Notary by a third person. It bears repeating that the only way a signature can be acknowledged is by its being signed in the presence of a Notary Public who is satisfied as to the identity of the person signing the instrument, which then takes the acknowledgement and certifies it.

Some notaries are inclined to take this, their most frequently used function rather lightly. They forget that they are liable personally to anyone who suffers damage through their negligence. The courts have found a Notary Public guilty of negligence who has certified the acknowledgement of a person who misrepresented his identity when the Notary failed to ask for proof of identity. In fact, in Ohio, anyone who with the intent to defraud, falsely impersonates another before a Notary Public, is guilty of a felony.

There is a reason why acknowledgements are so important. When a signed instrument is presented in Court as evidence in a case, proof of its execution must be given. This is usually done by securing the person who signed the document as a witness, and asking him on the stand whether or not that person executed the instrument. However, papers that have been acknowledged before a Notary Public ordinarily need not be proven. The Notary’s certification is considered sufficient to show the authenticity of the signature. This responsibility, then, is no small, unimportant matter.

Some Additional Facts about Acknowledgments

A Notary cannot take the acknowledgement to an instrument in which he himself has an interest, for instance, if he is a party to a deed.

A Notary cannot notarize an instrument when he is out of the physical boundaries of the State of Ohio. He may not witness the signature and take the acknowledgment in another State, then make the certificate in the State of Ohio. All these acts must take place within the limits of his jurisdiction.

A Notary may take the acknowledgment of a relative, even a wife or husband, if he himself has no interest in the transaction.

A Notary may act as a witness and notarize the same instrument.

A Notary may take the acknowledgment of a person who cannot sign his or her name. Such a person signs the instrument by marking an “X” in the presence of two (2) witnesses, one of which may be the Notary.

Example:
Signed in the presence of :

(Witness)

“X” (His mark)

(Witness)

A Notary should remember that the Notary merely acknowledges the “signature” and need not be concerned with the contents of the instrument. This does not mean, however, that a Notary may acknowledge a signature on a blank or partly blank piece of paper. The Notary should insist that all blanks are filled in. Blank spaces that are not used in a legal instrument should have a line drawn through them (in ink), so no one can add to the terms of the instrument after it is signed.

The form of a certificate of acknowledgment used by a person whose authority is recognized under section 147.51 of the Revised Code shall be accepted in this state if:

- A. The certificate is in a form prescribed by the laws or regulations of this state;
- B. The certificate is in a form prescribed by the laws or regulations applicable in the place in which the acknowledgment is taken; or
- C. The certificate contains the words “acknowledged before me,” or their substantial equivalent.

The words “acknowledge before me” means that:

- A. The person acknowledging appeared before the person taking the acknowledgment;
- B. He acknowledged he executed the instrument;
- C. In the case of:
 - 1. A natural person, he executed the instrument for the purposes therein stated;
 - 2. A corporation, the officer or agent acknowledge he held the position or title set forth in the instrument and certificate, he signed the instrument on behalf of the corporation by proper authority, and the instrument was the act of the corporation for the purpose therein stated;
 - 3. A partnership, the partner or agent acknowledged he signed the instrument on behalf of the partnership by proper authority and he executed the instrument as the act of the partnership for the purposes therein stated;
 - 4. A person acknowledging as principal by an attorney in fact, he executed the instrument by proper authority as the act of the principal for the purposes therein stated;
 - 5. A person acknowledging as a public officer, trustee, administrator, guardian, or other representative, he signed the instrument by proper authority and he executed the instrument in the capacity and for the purposes therein stated; and
- D. The person taking the acknowledgment either knew or had satisfactory evidence that the person acknowledging was the person named in the instrument or certificate.

Deeds, Mortgages and Powers of Attorney

A deed or mortgage of real estate or an installment contract for the sale of land which by the terms thereof are not required to be fully performed by one or more of the parties thereto within one (1) year of the date of such contracts, is required by law to be signed by the grantor, mortgagor, vendor, and vendee, and acknowledged before a Notary Public who certifies the acknowledgement.

An acknowledgement is invalid that does not show the official capacity of the person so taking it (Notary Public) and the jurisdiction for which the Notary is commissioned.

Example:
(After the last provision of the deed)

In Witness Whereof, the grantor has hereunto set his hand and seal.

Signed in the presence of:

(Signed by Seller)

State of Ohio)
County of Seneca) SS:

Before me, a Notary Public, in and for said County, personally appeared _____ the grantor in the foregoing instrument and acknowledged the signing thereof his voluntary act and deed for the uses and purposes therein mentioned on the ____ day of _____ 20____.

Notary Public, Seneca County, Ohio
My Commission Expires: _____

Only the grantor (or person relinquishing ownership) needs to sign a deed and only the mortgagor (or borrower giving security) needs to sign a mortgage. Grantees' and mortgagees' signatures do not appear on these instruments although legally they are "parties" to the instrument.

If two (2) or more people execute such an instrument, their acknowledgments may be taken at the same or separate times by the same or different notaries Public. In case the acknowledgments are taken separately, separate certifications are required for each separate signature. Each signature must be witnessed.

A power of attorney for the conveyance, mortgage or lease of real estate must be signed, witnessed and acknowledged in the same manner as deeds, mortgages and leases for terms of more than three (3) years.

A Notary Public is NOT a Lawyer

Remember, the powers given to a Notary Public in acknowledging instruments do not permit the Notary to prepare or draft these instruments, or to assist another in preparing them. The Notary Public who does so not only endangers him or herself to the revocation of the Notary commission, but also may be committing a crime, for which a fine and/or imprisonment can be imposed. It is wise, although not mandatory, to look for the name of the preparer of the instrument. Such name must appear on deeds, for example, to be recorded.

3. To take and certify depositions:

In Ohio, the testimony of witnesses for a trial may be taken outside of the courtroom, before a Notary Public by means of a “deposition”. A deposition is merely the written testimony of a witness taken under oath. It may be introduced into the trial if:

- (a) The witness does not reside in, or is absent from the County when the trial is held.
- (b) The witness is dead or imprisoned at the time of the trial, or is unable to attend by reason of age or infirmity.

Today, when trials may not begin for as long as two (2) years after the suit is filed, it is a common practice to take depositions of important witnesses.

In order to bring the witness before the Notary to take the witness’s testimony, the Notary issues a subpoena commanding the witness to appear before the Notary at a fixed time and place. The subpoena may be issued at any time after the defendant in a lawsuit has received notice that it has been filed, and a copy of the petition or complaint served on him by the Sheriff. The form of subpoena is served on the witness by the Sheriff, Constable, Coroner, or any other person appointed by the Notary. If any person other than the Sheriff, Constable or Coroner serves the subpoena, that person must prove that each service was made by executing an affidavit to that effect. The subpoena may also include a clause directing the witness to bring with him any book, writing, or other thing under the control of the witness and which the witness is being compelled to produce as evidence.

A written notice of the intention to take deposition must be given to the opposing party in the case, and must allow the opposing party sufficient time to reach the place where the deposition will be taken, such time not to include the day of service, Sundays and one day’s preparation. This notice is served by delivering a copy of the notice to the opposing party or his attorney, and having the opposing party or attorney acknowledge the service.

Depositions may be taken orally or in writing. If the attorney desiring the deposition is present, the attorney will, after the witness is sworn by the Notary, put

the questions to the witness and the Notary will reduce the questions and answers to writing. If the attorney is not present, the Notary will swear the witness and the Notary will ask the questions that have been previously forwarded by the attorney requesting the deposition.

The written testimony is then signed by the witness, certified by the Notary, sealed in an envelope on which are written the name of the Notary Public and the title of the case, and forwarded to the Clerk of the Court in which the action is pending.

It is not intended here to give a full treatise on depositions, but rather merely to acquaint the Notary with them generally. Depositions are usually taken at the request of an attorney and under the attorney's guidance. When the occasion arises, the Notary Public should consult the statutes of Ohio with regard to depositions and should any questions come to his mind, inquire of counsel requesting the deposition before exercising Notary powers in this regard.

Contempt Procedures

When a witness (1) disobeys the subpoena by failing to appear, (2) unlawfully refuses to answer a question, or (3) refuses to sign his or her name to a deposition the witness is in contempt of the Notary Public who has the power to have the witness brought before the Notary by the Sheriff, or confined in jail until the witness agrees to answer or sign.

A witness may not lawfully refuse to answer any questions unless the witness claims a personal privilege. Such privilege arises out of the attorney/client, doctor/patient, husband/wife, or clergyman/penitent relationship. A witness may also object that to answer a question would incriminate the witness, but may not refuse the answer to any question on the ground that it is improper under any of the rules of evidence. Such an objection to a question, if made by the witness or attorney, should be noted by the Notary in the deposition and the witness directed to answer the question or be held in contempt.

The determination of whether a question is proper under the rules of evidence can be made only by a Judge at the trial when the deposition is put in evidence.

Bringing a proceeding for contempt is a serious matter involving questions of law too numerous to set out in full here. Unwise or incautious use of this power may subject the Notary to a suit for false imprisonment. It is advisable that any Notary who desires to bring a contempt proceeding seek the advice of an attorney.

4. To receive, make and record notarial protests.

Bill of Exchange or Draft: A bill of exchange or draft is an unconditional order in writing signed by one person and addressed to another, requiring the person to whom it is addressed to pay on demand or at a fixed date a sum of money to order, or to the bearer.

Example:
\$50.00, Ohio, April 1, 2009, Richard Roe, or order Fifty Dollars, For Value
Received.
To John Jones

Signed (Richard Roe)

Drafts payable at sight or at a certain date after sight, or at any other date not fixed, must be presented to the Value for acceptance in order that the date for payment shall be determined. This is called “presentation for acceptance”.

Checks are simply drafts drawn on deposit of funds in a bank.

The person making the draft is the “Drawer”, the one upon whom it is drawn, the “Drawee”, or in the case of a check, the bank, who if they accept is, are the “Acceptor”.

Promissory Note: A promissory note that is negotiable is an unconditional promise, in writing, by the maker that he will pay, on demand, or on a specified date a sum of money to the bearer, or order.

Example:

\$50.00, Ohio, May 1, 2009. Ninety (90) days after date, I promise to pay
John Black or order, Fifty Dollars, value received.

(Signed) _____
Richard Roe

The signer of the note is called the “Maker” (Richard Roe). The person to whom it is payable, the “Payee” (John Black). If John Black assigns his interest in the note, he signs his name on the back and becomes an “Endorser”, and the person to whom he assigns it, the “Endorsee”.

Under Ohio law, when the holder of a bill of exchange or note presents it properly to the Maker, Drawee or Acceptor on the day it falls due and the payment is refused, the instrument is said to be “dishonored”. In order to get payment then from the Drawer or Endorser, a “notice of dishonor” must be given to the Drawer or Endorser.

The reason for the “notice of dishonor” is that the contract made by the Drawer and Endorser holds the Drawer and Endorser liable for non-payment, but only if he or she receives notice of the dishonor. This notice may be given by the holder of the bill or note or by someone in his or her behalf, for instance, a Notary Public. It may be oral or in writing and may be given personally or by mail. If the notice of dishonor is not received by the Drawer or Endorser within one (1) day after the dishonor (if residing in the same place as the Notary Public), he or she is discharged from all liability on the instrument.

The contract of the Maker and Acceptor is different. It holds them liable even if the bill or note is not presented for payment on the day it falls due. (A drawee is never liable until he has accepted the bill). In addition to the notice of dishonor, if the instrument were made outside of Ohio, a "protest" of the non-acceptance or non-payment must be made on the date of the dishonor.

Protest

A notarial power is a solemn declaration under the hand and seal of a Notary Public stating that the declarant, at a certain time, presented the bill or note for payment or acceptance that it was refused and that notice of the dishonor was given to the Drawer or Endorsers. Its purpose is merely to furnish formal evidence of the dishonor of a bill or note by showing that all necessary requisites have been complied with to hold the Drawers and Endorsers liable on the instrument. It is received in Court as prima facie evidence of the facts stated therein.

The usual procedure in protests of negotiable instruments is thus: (1) the holder, or one authorized by the holder, presents the instrument for acceptance of payment and is refused; (2) the holder gives the instrument to a Notary, who again formally makes demand for its payment or acceptance; (3) if payment or acceptance is again refused, the Notary gives notice of the dishonor to the Drawers and Endorsers immediately, and (4) fills out the formal Certificate of Protest (a form which may be obtained at any legal stationers) and attaches the bill or note to it. The holder then records a copy of the Certificate of Deposit and the instrument in the holder's official register.

Since the use of a Certificate of Protest is much easier than obtaining evidence of dishonor, the Courts allow a protest form to be used also in cases involving Ohio negotiable instruments. This is allowed, but is not required, as in the case of foreign instruments.

It is impossible in this small guidebook to cover all the statutes dealing with the protest of negotiable instruments. The law describes what constitutes proper presentment, protest, and negotiable instrument, it is suggested that he acquaint himself with the statutes that are applicable.

Duties of a Notary Public After his Commission is received from the Secretary of State.

Commission to be Recorded : Fee tendered.

Before entering upon the duties of his office, a Notary Public shall leave his or her commission with the oath endorsed thereon with the Clerk of the Court of Common Pleas of the County in which he resides, and of each County for which the Notary is appointed. Such commission shall be recorded by the Clerk in a book kept

for that purpose. For recording and indexing such commission, the fee of the Clerk shall be provided in division (R) of Section 2303.20 of the Ohio Revised Code.

Seal and Register

Before entering upon the discharge of the Notary's duties, a Notary Public shall obtain a seal which consists of the coat of arms of the State of Ohio within a circle one inch in diameter and shall be surrounded by the words "Notary Public", "Notary Seal", or words to that effect, the name of the Notary Public and the words "State of Ohio". The seal may be of either a type that will stamp ink onto a document or one which will emboss it. The name of the Notary Public may, instead of appearing on the seal, be printed, typewritten, or stamped in legible, printed letters near the Notary's signature on each document signed by the Notary. A Notary Public shall also obtain an official register in which shall be recorded a copy of every certificate of protest and copy of note, which seal and record shall be exempt from execution. Upon death, expiration of term without reappointment, or removal from office of any Notary Public, the Notary's official register shall be deposited in the office of the County Recorder of the County in which the Notary resided.

Change of Name

If, by marriage or otherwise a Notary changes his or her name, he or she may use the new name, but must indicate the name in which the commission was issued in parentheses after it.

Penalty for Acts Done by Notary After Term Expires

A person appointed Notary Public who performs any act as such after the expiration of the term of office, knowing that the term has expired, shall be fined not more than Five Hundred (\$500.00) Dollars, to be recovered by an action in the name of the State. Such act shall render such person ineligible for reappointment.

A person who certifies to the affidavit of a person without administering the appropriate oath or affirmation shall be fined not more than one hundred dollars (\$100.00) or imprisoned not more than thirty days, or both.

Authentication

When papers are to be used outside of the State, an authentication is usually required. This is merely a declaration by the Clerk of the Common Pleas Court that the Notary is properly commissioned under law at the time of notarizing the instrument. The authentication is forwarded with the papers to the foreign jurisdiction.

Schedule of Fees for Notaries Public

A notary public is entitled to the following fees:

- A. For the protest of a bill of exchange or promissory note, one dollar and actual necessary expenses in going beyond the corporate limits of a municipal corporation to make presentment or demand;
- B. For recording an instrument required to be recorded by a notary public; ten cents for each one hundred words;
- C. For taking and certifying acknowledgements of deeds, mortgages, liens, powers of attorney, and other instruments of writing, and for taking and certifying depositions, administering oaths, and other official services, the same fees as are allowed by Section 2319.27 of the Revised Code or by law to clerks of the courts of common pleas for like services;
- D. For taking and certifying an affidavit, one dollar and fifty cents.

DEPUTY CLERK OF COURTS

A deputy clerk of courts functions in an official capacity only during such hours as are determined by either the court or the clerk of courts. A deputy clerk of courts is not required by Revised Code 147.08 to charge for notary work; however, if such notary work is involved in the performance of one of the deputy's official duties specified in Revised Code 2303.20, the statutory fee must be charged for the personal services as a notary, when such services are performed after normal working hours.

EMPLOYEE OF PROSECUTOR

An employee of a prosecuting attorney cannot be compensated by the payment of notary fees not taxed as court costs, for notarial services rendered in the regular course of employment.

Penalty for Receiving Excess fees

A Notary Public who charges or receives for an act or service done or rendered by him a fee greater than the amount prescribed by law, or who dishonestly or unfaithfully discharges any official duties as a Notary Public, shall be removed from office by the Court of Common Pleas of the County in which he resides, upon complaint filed and substantiated in such Court, and the Court shall thereupon certify such removal to the Secretary of State. The person so removed shall be ineligible for reappointment to the office of Notary Public.