National Notary Association

Vancura v. Katris

108652 (Ill. 10-7-2010)

Richard Vancura, a real estate investor, loaned Glenn Brown $100,000 to purchase and renovate a home in Wheaton, Illinois in 1994. In return, Brown signed a $110,000 Note payable to Vancura, which was secured by a first mortgage on the property and Brown's personal guarantee. By late 1995, the loan had matured and Vancura wanted to be paid. The home had not been sold.

Vancura told Randall Boatwright, a mutual friend, that he would be willing to sell the Mortgage on the property at a discount and then assign the Mortgage and Note in exchange for a greater interest in a business venture of Boatwright's. In turn, Boatwright told Brown he would accept $90,000 as the payoff. Brown approached an acquaintance to help finance the payoff.

At the closing for the property on December 20, 1995 it was discovered that a Release Deed signed by Boatwright and an Assignment of Mortgage purportedly signed by Vancura had not been notarized. The closing was temporarily postponed while Boatwright and his partner went to a Kinko's to have the documents notarized. The Kinko's Notary, Gustalvo Albear, notarized the Release Deed signed by Boatwright. Albear testified at trial that while his seal appeared on the Assignment of Mortgage, his signature had been forged on the Assignment. Vancura was not present at Kinko's for the notarization.

The two documents were returned to the closing table and the sale of the property was consummated.

Brown sold the property on December 20, 2005. About a month later, Vancura asked Brown for his assistance with a project due to his considerable outstanding debt. Brown told Vancura that the property had been sold and that there was no remaining debt. Vancura told Brown that he had never released the Mortgage to Boatwright. That's when Vancura sued all of the parties participating in the business deal, including the Notary.

All parties in the case agreed that Notary Gustalvo Albear committed misconduct either by notarizing Richard Vancura's signature on a mortgage assignment without Vancura present or without properly identifying the person purporting to be Vancura, or by negligently or intentionally permitting someone else to apply his seal on the document and then forge his Notary signature.

Presented with the evidence of his misconduct, Albear settled in advance of trial for $30,000. Had he not settled, the court could have held him liable along with the other defendants for Vancura's full losses of over $110,000.
