RESOLUTION 2019-133

AUTHORIZED THE SALE OF REAL PROPERTY LOCATED AT THE CORNER OF FIRST STREET AND LOCUST STREET, DEKALB, ILLINOIS (PIN 08-23-158-034) IN THE AMOUNT OF $119,500.

WHEREAS, the City of DeKalb is a home rule municipality with the power and authority conferred upon it by virtue of the Illinois Constitution and Illinois Municipal Code; and

WHEREAS, the City is the owner of certain real property located at the corner of First Street and Locus Street, DeKalb Illinois ("the Property"), Parcel Identification Number (PIN) 08-23-158-034, which property is legally described as follows:

THE WEST 90 FEET OF LOT 52 AND THAT PART OF LOT 51 LYING WEST OF A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE NORTH LINE OF SAID LOT, WHICH IS 70.15 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT; THENCE SOUTH PARALLEL TO THE WEST LINE OF LOT, A DISTANCE OF 35.65 FEET; THENCE WEST 4.15 FEET; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID LOT TO THE SOUTH LINE THEREOF, ALL IN THE COUNTY CLERK'S SUBDIVISION OF BLOCK 1 OF THE ORIGINAL TOWN (NOW CITY) OF DEKALB, AS SHOWN BY THE RECORDED PLAT THEREOF IN THE RECORDER'S OFFICE OF DEKALB COUNTY, ILLINOIS IN BOOK "F" OF PLATS, PAGE 22, SITUATED IN DEKALB COUNTY, ILLINOIS; EXCEPTING THEREFROM THE FOLLOWING: PART OF LOT 51 IN COUNTY CLERK'S SUBDIVISION OF BLOCK 1 OF THE ORIGINAL TOWN (NOW CITY) OF DEKALB, AS SHOWN BY THE RECORDED PLAT THEREOF IN THE RECORDER'S OFFICE OF DEKALB COUNTY, ILLINOIS IN BOOK "F" OF PLATS, PAGE 22, SITUATED IN DEKALB COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 51; THENCE EASTERLY ALONG THE NORTH LINE OF LOT 51, A DISTANCE OF 10 FEET; THENCE SOUTHWESTERLY TO A POINT ON THE WEST LINE OF LOT 51, THAT IS 10 FEET SOUTHERLY OF THE PLACE OF BEGINNING; THENCE NORTHERLY TO THE PLACE OF BEGINNING;

ALSO: LOT 1 IN OSGOOD'S RESUBDIVISION, A RESUBDIVISION OF PART OF LOTS 51, 52, 57 AND 58 OF COUNTY CLERK'S SUBDIVISION OF BLOCK 1 OF THE ORIGINAL VILLAGE (NOW CITY) OF DEKALB, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK "S" OF PLATS, PAGE 90, ON SEPTEMBER 5TH, 1984, AS DOCUMENT NO. 84 05171, IN DEKALB COUNTY, ILLINOIS.

AND
LOT 2 IN OSGOOD'S RESUBDIVISION, A RESUBIVISION OF PART OF LOTS 51, 52, 57 AND 58 OF COUNTY CLERK'S SUBDIVISION OF BLOCK 1 OF THE ORIGINAL VILLAGE (NOW CITY) OF DEKALB, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK "S" OF PLATS, PAGE 90, ON SEPTEMBER 5TH, 1984, AS DOCUMENT NO. 84 05171, IN DEKALB COUNTY, ILLINOIS.

WHEREAS, the City Council has determined it is advantageous to offer such property for sale; and

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS;

SECTION 1: The City Council hereby authorizes and directs that the Property be sold, by a 3/4 (three-fourths) supermajority vote.

1. The City hereby accepts the offer to purchase said property from Plaza DeKalb, LLC in the amount of $119,500.

2. The City shall utilize a title insurance office selected by the City and shall utilize the standard rate card from such insurer. All costs of closing, inclusive of buyer's and seller's customary closing charges, shall be payable by bidder and shall be in addition to the base sum bid. Closing shall occur within a reasonable time after approval, and the costs outlined above shall be payable by the successful bidder at closing.

3. The Mayor is authorized and directed to execute a deed for the sale of the property, authorizing its conveyance, in form and content acceptable to him. The City Attorney is authorized and directed to execute closing statements and all other documentation required for completion of the transaction and for conveyance of the Property.

SECTION 2: That the City Clerk of the City of DeKalb, Illinois be authorized and directed to attest the Mayor's signature and shall be effective thereupon.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 9th day of September 2019 and approved by me as Mayor on the same day. Passed by a 7-0-1 roll call vote. Aye: Morris, Finucane, Smith, McAdams, Verbic, Faivre, Mayor Smith. Nay: None. Absent: Fagan (Recused).

ATTEST:

LYNN A. FAZEKAS, City Clerk

SHERI SMITH, Mayor
THE WEST 90 FEET OF LOT 52 AND THAT PART OF LOT 51 LYING WEST OF A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE NORTH LINE OF SAID LOT, WHICH IS 70.15 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT; THENCE SOUTH PARALLEL TO THE WEST LINE OF LOT, A DISTANCE OF 35.65 FEET; THENCE WEST 4.15 FEET; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID LOT TO THE SOUTH LINE THEREOF, ALL IN THE COUNTY CLERK'S SUBDIVISION OF BLOCK 1 OF THE ORIGINAL TOWN (NOW CITY) OF DEKalB, AS SHOWN BY THE RECORDED PLAT THEREOF IN THE RECORDER'S OFFICE OF DEKalB COUNTY, ILLINOIS IN BOOK "F" OF PLATS, PAGE 22, SITUATED IN DEKalB COUNTY, ILLINOIS; EXCEPTING THEREFROM THE FOLLOWING: PART OF LOT 51 IN COUNTY CLERK'S SUBDIVISION OF BLOCK 1 OF THE ORIGINAL TOWN (NOW CITY) OF DEKalB, AS SHOWN BY THE RECORDED PLAT THEREOF IN THE RECORDER'S OFFICE OF DEKalB COUNTY, ILLINOIS IN BOOK "F" OF PLATS, PAGE 22, SITUATED IN DEKalB COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 51; THENCE EASTERLY ALONG THE NORTH LINE OF LOT 51, A DISTANCE OF 10 FEET; THENCE SOUTHWESTERLY TO A POINT ON THE WEST LINE OF LOT 51, THAT IS 10 FEET SOUTHERLY OF THE PLACE OF BEGINNING; THENCE NORTHERLY TO THE PLACE OF BEGINNING;

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DEKALB AREA ASSOCIATION OF REALTORS®
COMMERCIAL CONTRACT TO PURCHASE
(PAGE 1 OF 4)

1. THE PARTIES:
Buyer(s) Plaza DeKalb LLC
Seller(s) City of DeKalb

Address City State Zip
100 S. 4th St. DeKalb IL 60115

Buyer and Seller are hereinafter collectively referred to as the "Parties".

2. THE REAL ESTATE: For purposes of this Contract, Real Estate shall be defined to include the property and all improvements thereon. Seller agrees to convey to Buyer or to Buyer's designated grantee, the following described real estate situated in DeKalb County, Illinois, known as Lot 18, Block 104-113 E. Court Parcel No. 0823158039

3. Purchase price of $1,800,000 Initial earnest money to be applied to the purchase price and the balance payable as follows:
   A. Cash at time of closing; or
   B. Buyer to assume existing mortgage/agreement for deed with an approximate unpaid principal balance of $_________ with monthly principal and interest payments of $_______, the balance in cash at time of closing, or
   C. Buyer and Seller to sign Agreement for Deed with a principal balance of $_________ and interest at the rate of ___% for a term of years amortized over ___ years, with monthly principal and interest payments of $_________ (or more) plus an amount each month equal to one-twelfth (1/12) of taxes and insurance, balance in cash at time of closing, which agreement shall not be assignable without Seller's consent.

4. FINANCING CONTINGENCY:
   A. This Contract is contingent upon Buyer obtaining an unconditional written mortgage commitment including satisfactory appraisal (except for matters of title, survey and necessary inspections) on or before ________ For (check one) a. Conventional, FHA, VA, Balloon, Commercial mortgage loan of ________ with an initial (check one) Fixed rate, Adjustable rate of interest not to exceed ______ percent, amortized over ______ years, and with Buyer's Closing points not to exceed ______ percent, if applicable. Seller shall pay up to $_______ toward Buyer's loan expenses Buyer shall make written loan application and shall supply evidence of loan application and prequalification within five (5) calendar days after date of acceptance of this Contract. Failure to do so shall constitute default of the Contract. If this contingency cannot be carried out, this Offer shall become void and all money paid or obligations given by Buyer(s) shall be returned to Buyer(s).
   B. Enter into a Contract for the sale of property(ies) in which Buyer now has an interest, located at ________ for not less than $_________ or such lesser amount as is accepted by ___________, for ______, and complete the sale of such property on or before closing. Seller reserves the right to accept another bona fide offer subject to the rights of Buyer under this Contract. This Contract shall be void unless Buyer eliminates this contingency B in writing within ______ hours after receiving written notice of Seller's receipt of an accepted subsequent bona fide offer. In the event the funding of Buyer's loan referenced in Paragraph 5A hereof is conditioned upon the completion of the sale of property in which Buyer now has an interest, and such sale does not occur resulting in Seller's failure to fund the loan, Buyer's earnest money shall be forfeited to Seller as Seller's exclusive remedy, notwithstanding the provisions of Paragraphs 6 and 20. However, in such event, Buyer shall nonetheless be entitled to a return of earnest money if this Contract is as of date of closing is contingent upon the completion of the sale of Buyer's existing property pursuant to Paragraph 5B. Buyer agrees to make a good faith effort to satisfy the contingencies set forth in Paragraphs 4A and 4B, if applicable.
   C. Review the following documents to be furnished by Seller by ________:
      i) Copy of leases including option to renew/rental agreements/option to purchase,
      ii) List of tenants, monthly rental and security deposits,
      iii) List of personal property located on the premises to be transferred to Buyer,
      iv) Evidence that the premises are presently zoned ________ and present use is ________ (conforming), (non-conforming);
      v) Inspection of the premises by ________, 20 ______ by (Building Department) (Fire Department).
      vi) Copies of all existing service contract agreements.

Initials Property Address: 1st + Locust SE Corner
0823158039 104-113 E. Locust
This Contract shall be void unless Seller provides such information and Buyer gives written notice by ___________ 20 ___ that the information furnished is acceptable to Buyer.

D. Receive from Seller by ___________ 20 ____, a written environmental assessment report at (Seller's) (Buyer's) expense submitted by profession environmental engineers or consultants and this Contract shall be void unless Buyer approves such assessment report in writing by ___________ 20 ____. SEE NOTICE REGARDING ENVIRONMENTAL LIABILITY IMMEDIATELY ABOVE SIGNATURE LINES.

5. Except as otherwise provided herein, if any contingency cannot be carried out, this Contract shall become void and earnest money shall be returned to Buyer.

6. This transaction shall be closed by ___________ 20 ____, and Seller shall deliver possession of the premises at the time of closing.

7. Seller shall deliver possession of the premises at time of closing, subject to rights of tenants, if any. In the event Buyer agrees to Seller occupying the premises after closing, Seller shall pay a sum equal to .03% of the sale price per day as an occupancy charge.

8. All prorations including rents, general taxes, utilities, water, fuel oil, sanitary fees, any applicable association fees, and any annual association assessments, shall be made as of possession with annual association assessments based on the latest available information. All tax prorations shall be based on 105% of the previous year's actual tax bill. All tax prorations shall be final as of closing. Prorations will be made on a 365 days basis. Existing leases and security deposits, if any, shall be assigned to the Buyer at closing.

9. All special assessments confirmed by a court prior to closing shall be paid by Seller at time of closing.

10. The earnest money shall be held in escrow by ___________ 20 ____, for the mutual benefit of the parties; and shall be disbursed according to the terms of this Contract. In the event either party submits a written request to Escrowee for disbursement of the escrowed funds other than for purposes of closing, Escrowee shall provide a 30-day written notice to the other party of the proposed distribution, at the party's address shown on this Contract or such other address last provided to Escrowee. In the event such party fails to object in writing to the proposed distribution within 30 days of mailing of the notice, Escrowee shall disburse the escrowed funds accordingly; otherwise the funds shall continue to be held in escrow pending joint direction of the parties or an order of court of competent jurisdiction.

10. FIXTURES AND PERSONAL PROPERTY: Seller agrees to transfer to Buyer by a Bill of Sale, all heating, electrical and plumbing systems together with the following (check applicable items).

- TV Antenna
- Refrigerator
- Oven/RANGE/Stove
- Microwave
- Dishwasher
- Garbage Disposal
- Trash Compactor
- Other window treatments, attached shutters and hardware

- Ceiling fan(s)
- Outdoor Shed
- All planted vegetation
- Smoke Detectors
- Carbon Monoxide Detector(s)
- Intercom

11. Seller warrants there are no rented fixtures or equipment unless stated herein:

- Central Air Conditioner
- Window Air Conditioner
- Electronic Garage Door(s)
- Fireplace Screen(s)
- Central Vac & Accessories
- Stair Railing(s)
- Security System
- Humidifier
- Gas Log(s)
- Central Heat & A/C
- Electrical Panel(s)
- Floor Heating
- Central Heat & A/C
- Electrical Panel(s)
- Water Softener (owned)
- Sump Pump
- Ceiling fans
- Outdoor shed
- All planted vegetation
- Smoke Detectors
- Carbon Monoxide Detector(s)
- Intercom

12. Seller warrants that all mechanical equipment, heating and air conditioning equipment, water heater, water softener, well, septic, plumbing, fire sprinkler, lawn sprinkling and electrical systems are in NORMAL OPERATING CONDITION AS OF DATE OF POSSESSION. Buyer shall give written notice of the existence of any breach of warranty existing at time of possession within 21 days after possession, provided Buyer shall have nine (9) months to give written notice of any breach of warranty existing as of date of possession in seasonal equipment (air conditioning/heating/lawn sprinkling) or the septic system. Failure to give notice as specified waives the warranty contained herein.

13. If the real estate is served by a well or septic system, Seller shall provide, at Seller's expense, an evaluation of the well water and septic system by the Dekalb County Department of Health or an Illinois licensed Environmental Health Practitioner showing that the well water is bacteriologically safe and the nitrate level is within standards approved by the State of Illinois and that the septic system is in normal operating condition and without observable defects. If Seller is unable to provide a satisfactory evaluation and is unwilling to pay the cost of remedying any defect, then this Contract shall be voidable at the option of Buyer and all earnest money shall then be refunded to Buyer.

14. Buyer shall have the right to inspect the premises within 48 hours prior to closing to determine that premises are in same condition as date of acceptance of Contract, ordinary wear and tear excepted.

15. Seller warrants that Seller has not conducted, authorized or permitted the generation, transportation, storage, treatment or disposal at or from the premises of any hazardous substance as defined by the Federal Emergency Planning and Community Right to Know Act of 1986. This warranty is specifically intended to survive the closing of this transaction.

16. This Contract may be subject to the provisions of the Illinois Responsible Property Transfer Act, an Act regulating the transfer of real property on which hazardous chemicals are or have been stored, manufactured, or used as defined and required to be reported under Section 312 of the Federal Emergency Planning and Community Right to Know Act of 1986 or containing underground storage tanks requiring notification under Section 9002 of the Solid Waste Disposal Act. The parties hereto agree to comply with the notice and recording requirements of such Act. In the event Seller has not previously provided Buyer a written Disclosure Statement pursuant to such Act, Seller agrees to provide Buyer at closing with an affidavit stating that to Seller's knowledge, the premises are not subject to the Disclosure Statement requirements of the Act.

17. Buyer shall at his/her expense furnish a certified boundary survey prepared by a licensed Illinois land surveyor disclosing the location of surface improvements including, but not limited to, buildings, parking lots and fences, which survey shall demonstrate the absence of any encroachments.

Property Address: ___________ 20 _____
18. Seller shall furnish a current title insurance commitment in the amount of the purchase price, to Buyer prior to closing, and a final policy thereafter, at Seller's expense, showing merchantable title subject only to the following permitted exceptions: a) all taxes and special assessments confirmed prior to closing; b) building and building line, use and occupancy restrictions, conditions and covenants of record; c) zoning laws and ordinances; d) easements for the use of public utilities; e) roads and highways; f) drainage ditches, feeders and laterals. None of the foregoing exceptions shall be considered permitted exceptions if they are violated by the existing improvements or present use of the premises or if they materially restrict the reasonable use of the property.

19. If Seller cannot deliver merchantable title to Buyer at closing subject only to the permitted exceptions this Contract, at Buyer's option, shall be void and earnest money shall be returned to Buyer or Buyer may elect to close and deduct from the purchase price a definite and ascertainable amount required to satisfy and release any non-permitted exceptions, and in such case Seller shall convey the premises to Buyer.

20. If prior to delivery of deed or agreement for deed the improvements on the premises shall be destroyed or materially damaged by fire or other casualty, Buyer shall have the option of declaring this Contract null and void and receiving a refund of the earnest money paid, or of accepting the premises as damaged or destroyed, together with the proceeds of any insurance payable as a result of the destruction or damage, which proceeds Seller agrees to assign to Buyer.

21. Should Buyer fail to perform this Contract promptly at the time in the manner herein specified, the earnest money shall, at the option of Seller be forfeited by Buyer as liquidated damages, and this Contract shall become null and void, and Seller shall then have the right to possession of the premises. Disbursement of the earnest money after forfeiture shall be governed by applicable Illinois License Law or such other written direction as the Buyer and Seller may have given the holder of the earnest money. Time is of essence of this Contract, and of all the terms and conditions hereof. In the event Seller does not elect to accept forfeiture of earnest money, Seller shall be entitled to exercise all other legal remedies available to Seller under Illinois law other than recovery of money damages.

22. At closing Seller shall convey merchantable title to the property subject to permitted exceptions, to Buyer or whomever Buyer may direct by stamped recordable warranty deed or such other appropriate deed or agreement for deed as required. At the same time, the remainder of the purchase price or any further part of it then due shall be paid and all documents relative to the transaction shall be signed and delivered.

23. Seller shall surrender possession of the premises in broom-clean condition and free of debris.

24. Any real estate commission to be paid by Seller shall be paid at closing in accordance with the conditions of the Listing Agreement unless otherwise agreed, but if the sale is not completed and the earnest money forfeited, such earnest money shall be first applied to the payment of expenses incurred for Seller by Seller's broker and the balance, if any, shall be divided equally between Seller and broker.

25. The parties agree to comply with the following federal or state acts when applicable:
   B. Illinois Real Estate Transfer Tax Act with Seller to pay all transfer taxes due at closing.

26. For purposes of execution of this Contract and providing subsequent notices and contingency removals hereof, any signed document transmitted by FAX machine shall be treated as an original document.

27. This document represents the entire agreement and shall be binding upon the parties, their heirs, successors and assigns.

28. RIGHT TO CONSULT WITH ATTORNEY: Within eight (8) calendar days of the Date of Contract (including the Date of Contract) each Party has the right to consult with an attorney and through said attorney, by written notice to the other Party or their attorney, to propose revisions to this Contract (other than the purchase price, closing and possession dates) and to agree upon any such revisions. A copy of any such revisions shall be provided to all parties and all brokers. If parties have not agreed in writing to such revisions within eight (8) calendar days of the Date of Contract (including the Date of Contract), then this Contract shall terminate and the earnest money shall be refunded to Buyer. FAILURE TO PROPOSE ANY WRITTEN REVISIONS WITHIN THE TIME SPECIFIED ABOVE SHALL BE DEEMED A WAIVER OF THESE PROVISIONS AND THIS CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.

OPTIONAL STANDARD CLAUSES

(Identify applicable clauses and initial, complete, and make applicable deletions thereon)

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A. Cancellation of Prior Contract. This Contract is subject to the cancellation of Seller's prior Contract on or before ______________________, 20_______/____/_______.

B. Seller Inspection Costs. This Contract is subject to (pest) (radon) (well-mechanical) (septic-mechanical) (roof) (heating) (air-conditioning) (mechanical systems) (structural) (swimming pool) (____________________) inspection and Buyer's approval on or before ______________________, 20_______/____/_______. Buyer shall serve written notice upon Seller of any defects disclosed by the inspection(s) which are unacceptable to Buyer, together with a copy of the report(s) on or before ______________________, 20_______/____/_____. IF WRITTEN NOTICE IS NOT SERVED WITHIN THE TIME SPECIFIED, THIS PROVISION SHALL BE DEEMED WAIVED BY THE PARTIES AND THIS CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT. If within five (5) business days after receipt of such notice and report(s), an agreement cannot be reached by the Parties, then either Party may terminate this Contract by written notice to the other Party and THIS CONTRACT SHALL BE NULL AND VOID AND EARNEST MONEY REFUNDED TO BUYER UPON WRITTEN DIRECTION OF THE PARTIES TO ESCROWEES.

C. Buyer Inspection Costs. This Contract is subject to (pest) (radon) (well-mechanical) (septic-mechanical) (roof) (heating) (air-conditioning) (mechanical systems) (structural) (swimming pool) (____________________) inspection and Buyer's approval, at Buyer's expense on or before ______________________, 20_______/____/_____. Buyer shall serve written notice upon Seller of any defects disclosed by the inspection(s) which are unacceptable to Buyer, together with a copy of the report(s) on or before ______________________, 20_______/____/_____. IF WRITTEN NOTICE IS NOT SERVED WITHIN

Property Address: ______________________
The time specified, this provision shall be deemed waived by the parties and this contract shall remain in full force and effect. If within five (5) business days after receipt of such notice and report(s), an agreement cannot be reached by the parties, then either party may terminate this contract by written notice to the other party and this contract shall be null and void and earnest money refunded to buyer upon written direction of the parties to escrowee.

D. Repair or Replacement. This Contract is subject to Seller's (repair) (replacement) of

E. As is. Buyer accepts the premises in "AS IS" condition as of date of contract and waives the provisions of Paragraph 12 hereof. (DELETE PARAGRAPH 12 AND INITIAL DELETION -DOES NOT AFFECT DISCLOSURE REQUIREMENTS).

F. Tax-Deferred Exchange. The parties agree to cooperate in the completion of a tax-deferred exchange in accordance with the applicable provisions of the Internal Revenue Code provided, however, that no party shall be required to accept conveyance of and re-convey other premises unless specifically agreed to in writing by them. A party's rights under this Contract, however, may be assigned to a qualified third party escrowee to accomplish a "Starker" exchange.

G. Flood Certification. This Contract is subject to Buyer obtaining on or before 2020, a guaranteed determination that the premises are not located in a FEMA designated special flood hazard area or this Contract shall be void.

H. Attached Addendum: The DeKalb Area Association of REALTORS® has another form available for a particular transaction. Parties acknowledge (1) they have been advised of the availability of said form. (2) they understand that the REALTORS® involved in this transaction are not licensed attorneys, cannot advise as to which, if any, forms or addendum to include, and do not furnish legal advance or counsel, (3) Buyer and Seller have the right to consult with an attorney as provided in Paragraph 28, and (4) Parties have determined to make the following addendum a part of this contract: Vacant Land Addendum.

***NOTICE REGARDING ENVIRONMENTAL LIABILITY***

Because of the risk of substantial liabilities resulting from the ownership of parcels of commercial or industrial real estate that may be affected by environmental defects or otherwise subject to federal and/or state environmental regulations, Sellers and Buyers are advised to consult their respective attorneys prior to executing a contract for purchase and sale, regarding such liability risks and regarding additional contract language addressing the assessment of environmental liability risks.

NOTICE TO PARTIES

By signing of this contract, you are entering into a binding legal agreement. Any representation upon which you rely should be included in this agreement. No oral representation will be binding upon or an obligation of the Seller, Buyer, Real Estate Broker or Agent.

Dated this 26 day of August 2019 and to be accepted on or before Aug. 29, 2019 Noon

(Rejected) This day of ________________________

(Counter) This day of ________________________

(Counter) This day of ________________________

To be accepted on or before ________________________

To be accepted on or before ________________________

To be accepted on or before ________________________

SELLER BUYER

CONFIRMATION OF CONSENT TO DUAL AGENCY

The undersigned confirm that they have previously consented to [(Licensee), acting as a Dual Agent in providing brokerage services on their behalf and specifically consent to Licensee acting as a Dual Agent in regard to the transaction referred to in this document.

SELLER INITIALS: ____________ BUYER INITIALS: ____________

The undersigned acknowledges receipt of the earnest money (Cash/Check/Note) ESCROWEE

RESIDENTIAL REAL ESTATE AND LEAD-BASED PAINT DISCLOSURES

If applicable, prior to signing this contract, Buyer checked [ ] has [ ] has not received a completed Illinois Residential Real Property Disclosure Report; (check one) [ ] has [ ] has not received the EPA Pamphlet, "Protect Your Family From Lead in Your Home"; (check one) [ ] has [ ] has not received a Lead-Based Paint Disclosure.

Initials: ________________________
MONEY ESCROW AGREEMENT

TO:   AMERICAN TITLE GUARANTY, INC.

RE:   Earnest Money

DATE: 8-20-19

I. PARTIES

A. SELLER: City of DeKalb

B. PURCHASER: Plaza DeKalb LLC

C. ESCROW HOLDER: American Title Guaranty, Inc.
    2045 Aberdeen Ct.
    Sycamore, IL 60178

II. PRELIMINARY STATEMENTS

A. Seller and Purchaser have executed and delivered a certain Purchase and Sale
   Agreement ("Agreement"). Under the terms of the Agreement, Seller has
   agreed to sell to Purchaser that certain parcel of land and improvements
   located at 09-14-37-00-00

   1st Locust SE corner
   2 09-23-15-03-04
   4 315 N. Laclede
   5 1615-1617 Main St.
B. Purchaser is required to deposit pursuant to the Agreement with American Title Guaranty, Inc. the sum of $1,000,000 to be held by American Title Guaranty, Inc. pursuant to the terms and provisions of this Money Escrow Agreement.

III DEPOSIT OR MONEY; INVESTMENT DIRECTIONS

A. In accordance with the terms of the Agreement, Purchaser will be depositing the money with American Title Guaranty, Inc.

B. Upon its receipt of the money, American Title Guaranty, Inc. is hereby authorized and directed to invest the money or any portion thereof in accordance with the written direction of

Unless otherwise provided pursuant to the provisions of Section IV hereof, such investment shall be for the benefit of

Number: ______________________ Federal Taxpayer Identification

is

OR,

American Title Guaranty, Inc. shall be under no duty to invest or reinvest any cash at any time held by it hereunder. The American Title Guaranty, Inc. shall have the full right, power and authority to commingle any and all cash at any time constituting said deposit or part thereof with its other escrow funds and all income, if any, derived from any use which the American Title Guaranty, Inc. may make of any deposits hereunder shall belong to the American Title Guaranty, Inc.

IV INSTRUCTIONS

A. American Title Guaranty, Inc. is instructed to hold and/or invest the money, until American Title Guaranty, Inc. is in receipt of (i) a joint written direction from Seller (or Seller's Counsel) and Purchaser (or Purchaser's Counsel) or (ii) an order, judgment or decree addressed to American Title Guaranty, Inc. which shall be entered or issued by any court and which shall determine the disposition of the money and all interest earned thereon.
B. Any party delivering a notice required or permitted hereunder shall simultaneously deliver copies of such notice to all parties listed in Section I of this Money Escrow Agreement. All notices required herein shall be either personally delivered, sent by certified or registered mail, postage prepaid, return receipt requested, or sent by overnight courier and shall, in all instances, be deemed to have been received upon delivery thereof.

C. Except as otherwise expressly set forth in this Money Escrow Agreement, Escrow Holder shall disregard any and all notices or warnings given by any of the parties thereto.

D. In case American Title Guaranty, Inc. obeys or complies with any order, judgment or decree of any court with respect to the money, American Title Guaranty, Inc. shall not be liable to any of the parties hereto or any other person, firm or corporation by reason of such compliance, notwithstanding any such order, judgment or decree be entered without jurisdiction or be subsequently reversed, modified, annulled, set aside or vacated. In case of any suit or proceeding regarding this Money Escrow Agreement to which American Title Guaranty, Inc. is or may be at any time a party, Seller and Purchaser shall each be liable for one-half of all such costs, fees and expenses incurred or sustained by American Title Guaranty, Inc. and shall forthwith pay the same to American Title Guaranty, Inc. upon demand; provided, however, that in the event American Title Guaranty, Inc. is made a party to any suit or proceeding between Seller and Purchaser, the prevailing party in such suit or proceeding shall have no liability for the payment of American Title Guaranty, Inc. costs, fees and expenses.

E. American Title Guaranty, Inc. is not to be held responsible for any loss of principal or interest which may be incurred as a result of making the investments or redeeming said investment for the purposes of this Money Escrow Agreement.

F. In no case shall the above mentioned deposits be surrendered except (i) in the manner specifically described in this Money Escrow Agreement; (ii) or an order signed by the seller (or Seller's Counsel) and Purchaser (or Purchaser's Counsel); or (iii) in obedience to the process or order of a court as aforesaid.

G. All fees of American Title Guaranty, Inc. shall be charged one-half to Seller and one-half to Purchaser.
Except as to deposits of funds for which American Title Guaranty, Inc. has received express written direction for Purchaser (or Purchaser's Counsel) concerning investment or other handling, the parties hereto agree that the Escrow Holder shall be under no duty to invest or reinvest any deposits at any time held by it hereunder; and, further, that American Title Guaranty, Inc., may commingle such deposits with other deposits or with its own funds in the manner provided for the administration of funds under Section 2-8 of the Illinois Corporation Fiduciary Act 205 ILCS 620/2-8 and may use any part or all such funds for its benefit without obligation to any party for interest or earnings derived thereby, if any, provided, however, nothing herein shall diminish American Title Guaranty, Inc.'s obligation to apply the fully amount of the deposits in accordance with the terms of this Money Escrow Agreement.

I. Any order, judgment or decree requiring the American Title Guaranty, Inc. to disburse the money shall not be binding upon Purchaser or Seller as to the ultimate disposition of the money unless and until a final, non-appealable order, judgment or decree is entered by a court having jurisdiction thereof.

J. This Money Escrow Agreement and all provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns.

Accepted this ______ day of __________, 2019

AMERICAN TITLE GUARANTY, INC.
Escrow Holder

By: ____________________________
ILINOIS REALTORS®
DISCLOSURE AND CONSENT TO DUAL AGENCY
(DESIGNATED AGENCY)

NOTE TO CONSUMER: THIS DOCUMENT SERVES THREE PURPOSES. FIRST, IT DISCLOSES THAT A REAL ESTATE LICENSEE MAY POTENTIALLY ACT AS A DUAL AGENT, THAT IS, REPRESENT MORE THAN ONE PARTY TO THE TRANSACTION. SECOND, THIS DOCUMENT EXPLAINS THE CONCEPT OF DUAL AGENCY. THIRD, THIS DOCUMENT SEKS YOUR CONSENT TO ALLOW THE REAL ESTATE LICENSEE TO ACT AS A DUAL AGENT. A LICENSEE MAY LEGALLY ACT AS A DUAL AGENT ONLY WITH YOUR CONSENT. BY CHOOSING TO SIGN THIS DOCUMENT, YOU ARE CONSENTING TO DUAL AGENCY REPRESENTATION.

The undersigned ____________________________ ("Licensee"),

(Insert name(s) of Licensee undertaking dual representation)

may undertake a dual representation (represent both the seller or landlord and the buyer or tenant) for the sale or lease of property. The undersigned acknowledge they were informed of the possibility of this type of representation. Before signing this document please read the following:

Representing more than one party to a transaction presents a conflict of interest since both clients may rely upon Licensee's advice and the client's respective interests may be adverse to each other. Licensee will undertake this representation only with the written consent of ALL clients in the transaction.

Any agreement between the clients as to a final contract price and other terms is a result of negotiations between the clients acting in their own best interests and on their own behalf. You acknowledge that Licensee has explained the implications of dual representation, including the risks involved, and understand that you have been advised to seek independent advice from your advisor or attorneys before signing any documents in this transaction.

WHAT A LICENSEE CAN DO FOR CLIENTS WHEN ACTING AS A DUAL AGENT

1. Treat all clients honestly.
2. Provide information about the property to the buyer or tenant.
3. Disclose all latent material defects in the property that are known to the Licensee.
4. Disclose financial qualifications of the buyer or tenant to the seller or landlord.
5. Explain real estate terms.
6. Help the buyer or tenant to arrange for property inspections.
8. Help the buyer compare financing alternatives.
9. Provide information about comparable properties that have sold so both clients may make educated decisions on what price to accept or offer.

WHAT LICENSEE CANNOT DISCLOSE TO CLIENTS WHEN ACTING AS A DUAL AGENT

1. Confidential information that Licensee may know about a client, without that client's permission.
2. The price or terms the seller or landlord will take other than the listing price without permission of the seller or landlord.
3. The price or terms the buyer or tenant is willing to pay without permission of the buyer or tenant.
4. A recommended or suggested price or terms the buyer or tenant should offer.
5. A recommended or suggested price or terms the seller or landlord should counter with or accept.

If either client is uncomfortable with this disclosure and dual representation, please let Licensee know. You are not required to sign this document unless you want to allow the Licensee to proceed as a Dual Agent in this transaction.

By signing below, you acknowledge that you have read and understand this form and voluntarily consent to the Licensee acting as a Dual Agent (that is, to represent BOTH the seller or landlord and the buyer or tenant) should that become necessary.

CLIENT: ____________________________
Date: 8-15-19

Document presented on:
By: ____________________________
Date: 8-15-19

LICENSEE: ____________________________
Date: 8-15-19

FORM 335 (7/28/16) COPYRIGHT ILLINOIS REALTORS®
NFR INSPECTION EVALUATION DOCUMENT

DATE: March 6, 2017
TO: BUREAU of LAND File
FROM: Tammy Smith, Remedial Project Management Section
SUBJECT: 0370105058--DeKalb County
DeKalb/DeKalb, City of
Leaking UST/Technical File

Date of NFR Letter: July 22, 2010
LUST Incident #: 903249 & 20081327
Address of site: North 1st & East Locust
DeKalb, IL. 902059

Inspection Date: March 2, 2017 Inspection Time: 10:45 am

Barrier True □ Inconsistent □ Further Determination □ N/A □
Land Use □ □ □ □
Groundwater Use □ □ □ □

Are monitoring wells found on the site? Yes: ___ No: X
General location of monitoring wells:

Land Use Restriction (Type): Industrial/Commercial
Groundwater Use Restriction? Yes: ___ No: X

Potable wells on property? Yes: ___ No: X

Any drums, containing investigative waste, remaining at the site?
Yes: ___ No: X

MAR 2 1 2017
REVIEWER: EMJ

8/30/2019, 2:31 PM
August 26, 2010

Ms. Shirlene South
Illinois Environmental Protection Agency
Bureau of Land
Leaking Underground Storage Tank Section
1021 North Grand Avenue East
P.O. Box 19276
Springfield, IL 62794-9276

RE: LPC No. 0370105058 – DeKalb County
DeKalb/DeKalb, City of
North 1st & East Locust
LUST Incident No. 903249 & 20081327
Superior Project No. RC1872.01

Dear Ms. South:

Enclosed is a certified copy of the NFR Letter, as recorded by the DeKalb County Clerk and Recorder, for the above-referenced site. If you have any questions regarding this submittal, please contact Superior at (815) 562-5541.

Sincerely,
Superior Environmental Corp

[Signature]

Joseph R. Platzecker, P.G.
Project Manager

Enclosure
File No. RC1872.01

RELEASED
SEP 24 2010
REVIEWER:

15609924  001  12/10/2014  24 KB
PREPARED BY:
Name: DeKalb, City of
Address: North 1st and East Locust  
DeKalb, Illinois 60115

RETURN TO:
Name: DeKalb, City of
Address: 223 South 4th Street, Suite B  
DeKalb, Illinois 60115

THE ABOVE SPACE FOR RECORDER’S OFFICE

LEAKING UNDERGROUND STORAGE TANK ENVIRONMENTAL NOTICE

THE OWNER AND/OR OPERATOR OF THE LEAKING UNDERGROUND STORAGE TANK SYSTEM(S) ASSOCIATED WITH THE RELEASE REFERENCED BELOW, WITHIN 45 DAYS OF RECEIVING THE NO FURTHER REMEDIATION LETTER CONTAINING THIS NOTICE, MUST SUBMIT THIS NOTICE AND THE REMAINDER OF THE NO FURTHER REMEDIATION LETTER TO THE OFFICE OF THE RECORDER OR REGISTRAR OF TITLE OF DEKALB COUNTY IN WHICH THE SITE DESCRIBED BELOW IS LOCATED.

Illinois EPA Number: 0370105058
Leaking UST Incident No.: 903249 & 20081327
City of DeKalb, the owner and/or operator of the leaking underground storage tank system(s) associated with the above-referenced incident, whose address is North 1st and East Locust, has performed investigative and/or remedial activities for the site identified as follows and depicted on the attached Site Base Map:

1. Legal Description or Reference to a Plat Showing the Boundaries: See Attached
2. Common Address: North 1st and East Locust
3. Real Estate Tax Index/Parcel Index Number: See Attached
4. Site Owner: City of DeKalb
5. Land Use Limitation: The land use shall be industrial/commercial.
6. See the attached No Further Remediation Letter for other terms.

RELEASABLE
SEP 24 2010
REVIEWER MD
IEPA/BOL

RECEIVED
AUG 30 2010
LEGAL DESCRIPTION

North 1st Avenue and East Locust Street
 Dekalb, Illinois
 IEMA Incident No. 20031127

Parcel #1 Part of Lots #51 and #52 in Block 1 of the City Clerk’s Subdivision, as described in Document #416068, City of DeKalb, DeKalb County, Illinois.

Parcel #2 Lots #1 and #2 in Osgood’s Resubdivision, City of DeKalb, DeKalb County, Illinois.

Locust Street

Fuel Street

Parcel Index Numbers (PINs)

Parcel #1 08-23-158-001, 08-23-158-002, 08-23-158-031

Parcel #2 08-23-158-032
Dear Mr. Monas:

The Illinois Environmental Protection Agency (Illinois EPA) has reviewed the Site Investigation Completion Report/Corrective Action Completion Report and the Addendum submitted for the above-referenced incident. This information was dated October 02, 2009 and May 04, 2010; and were received by the Illinois EPA on October 05, 2009 and May 07, 2010, respectively. Citations in this letter are from the Environmental Protection Act (Act), as amended by Public Act 92-0554 on June 24, 2002, and 35 Illinois Administrative Code (35 Ill. Adm. Code).

The Corrective Action Completion Report and the Licensed Professional Engineer Certification submitted pursuant to Section 57.7(b)(1) of the Act and 35 Ill. Adm. Code 734.135(d) indicate the remediation objectives have been met.

Based upon the certification by Scott M. Miller, a Licensed Professional Engineer, and pursuant to Section 57.10 of the Act (415 ILCS 5/57.10), your request for a no further remediation determination is granted under the conditions and terms specified in this letter.

Issuance of this No Further Remediation Letter (Letter), based on the certification of the Licensed Professional Engineer, signifies that: (1) all statutory and regulatory corrective action requirements applicable to the occurrence have been complied with; (2) all corrective action concerning the remediation of the occurrence has been completed; and (3) no further corrective action concerning the occurrence is necessary for the protection of human health, safety, and the environment. Pursuant to Section 57.10(d) of the Act, this Letter shall apply in favor of the following parties:

15609928 005 12/10/2014 42 KB
Page 2

1. City of DeKalb, the owner or operator of the underground storage tank system(s).

2. Any parent corporation or subsidiary of such owner or operator.

3. Any co-owner or co-operator, either by joint tenancy, right-of-survivorship, or any other party sharing a legal relationship with the owner or operator to whom the Letter is issued.

4. Any holder of a beneficial interest of a land trust or inter vivos trust whether revocable or irrevocable.

5. Any mortgages or trustees of a deed of trust of such owner or operator.

6. Any successor-in-interest of such owner or operator.

7. Any transferee of such owner or operator whether the transfer was by sale, bankruptcy proceeding, partition, dissolution of marriage, settlement or adjudication of any civil action, charitable gift, or bequest.

8. Any heir or devisee of such owner or operator.

9. An owner of a parcel of real property to the extent that this Letter applies to the occurrence on that parcel.

This Letter and all attachments, including but not limited to the Leaking Underground Storage Tank Environmental Notice, must be filed within 45 days of receipt as a single instrument with the Office of the Recorder or Registrar of Titles in the county in which the above-referenced site is located. This Letter shall not be effective until officially recorded by the Office of the Recorder or Registrar of Titles of the applicable county in accordance with Illinois law so it forms a permanent part of the chain of title for the above-referenced property. Within 30 days of this Letter being recorded, an accurate and official copy of this Letter, as recorded, shall be obtained and submitted to the Illinois EPA. For recording purposes, it is recommended that the Leaking Underground Storage Tank Environmental Notice of this Letter be the first page of the instrument filed.

CONDITIONS AND TERMS OF APPROVAL

LEVEL OF REMEDIATION AND LAND USE LIMITATIONS

1. The remediation objectives have been established in accordance with an industrial/commercial land use limitation. The remediation objectives for the above-referenced site, more particularly described in the Leaking Underground Storage Tank Environmental Notice of this Letter, were established in accordance with the

2. As a result of the release from the underground storage tank system(s) associated with the above-referenced incident, the above-referenced site, more particularly described in the attached Leaking Underground Storage Tank Environmental Notice of this Letter, shall not be used in a manner inconsistent with the following land use limitation: The land use shall be industrial/commercial. It has been demonstrated that the groundwater under the site meets Class II (General Resource) groundwater criteria rather than Class I (Potable Resource) groundwater. Groundwater classifications are defined at 35 Ill. Adm. Code 620, Subpart B.

3. The land use limitation specified in this Letter may be revised if:
   a. Further investigation or remedial action has been conducted that documents the attainment of objectives appropriate for the new land use; and
   b. A new No Further Remediation Letter is obtained and recorded in accordance with Title XVII of the Act and regulations adopted thereunder.

PREVENTIVE, ENGINEERING, AND INSTITUTIONAL CONTROLS

4. Preventive: Prior to commencement of any future excavation and/or construction in or near the contaminated zone of the remediation site, a safety plan for this remediation site is required that is consistent with the National Institute for Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities; Occupational Safety and Health Administration regulations, particularly in 29 CFR 1910 and 1926; state and local regulations; and other U.S. EPA guidance as provided. At a minimum, the plan should address possible worker exposure if any future excavation and construction activities occur within the contaminated soil.

   Engineering: None.

   Institutional: This Letter shall be recorded as a permanent part of the chain of title for the above-referenced site, more particularly described in the attached Leaking Underground Storage Tank Environmental Notice of this Letter.

5. Failure to establish, operate, and maintain controls in full compliance with the Act, applicable regulations, and the approved corrective action plan, if applicable, may result in voidance of this Letter.
OTHER TERMS

6. Any contaminated soil or groundwater removed or excavated from, or disturbed at, the above-referenced site, more particularly described in the Leaking Underground Storage Tank Environmental Notice of this Letter, must be handled in accordance with all applicable laws and regulations under 35 Ill. Adm. Code Subtitle G.

7. Further information regarding the above-referenced site can be obtained through a written request under the Freedom of Information Act (5 ILCS 140) to:

Illinois Environmental Protection Agency
Attention: Freedom of Information Act Officer
Bureau of Land - #24
1021 North Grand Avenue East
Post Office Box 19276
Springfield, IL 62794-9276

8. Pursuant to 35 Ill. Adm. Code 734.720, should the Illinois EPA seek to void this Letter, the Illinois EPA shall provide Notice of Voidance to the owner or operator of the leaking underground storage tank system(s) associated with the above-referenced incident and the current title holder of the real estate on which the tanks were located, at their last known addresses. The notice shall specify the cause for the voidance, explain the provisions for appeal, and describe the facts in support of the voidance. Specific acts or omissions that may result in the voidance of this Letter include, but shall not be limited to:

a. Any violation of institutional controls or industrial/commercial land use restrictions;

b. The failure to operate and maintain preventive or engineering controls or to comply with any applicable groundwater monitoring plan;

c. The disturbance or removal of contamination that has been left in-place in accordance with the Corrective Action Plan or Completion Report;

d. The failure to comply with the recording requirements for the Letter;

e. Obtaining the Letter by fraud or misrepresentation; or
Subsequent discovery of contaminants, not identified as part of the investigative or remedial activities upon which the issuance of the Letter was based, that pose a threat to human health or the environment.

Submit an accurate and official copy of this Letter, as recorded, to:

Illinois Environmental Protection Agency
Bureau of Land - #24
Leaking Underground Storage Tank Section
1021 North Grand Avenue East
Post Office Box 19276
Springfield, IL 62794-9276

If you have any questions or need further assistance, please contact the Illinois EPA project manager, Shirlene South, at 217/558-0347.

Sincerely,

Harry A. Chappel, P.E.
Unit Manager
Leaking Underground Storage Tank Section
Division of Remediation Management
Bureau of Land

HAC: SLS

Attachments: Leaking Underground Storage Tank Environmental Notice
Site Base Map
Legal Description

c: Superior Environmental, Inc.
BOL File
RECORER'S NOTE

ON THE ADVICE OF THE DEKALB COUNTY STATES ATTORNEY'S OFFICE THE FOLLOWING STATEMENT IS BEING ADDED TO THIS DOCUMENT:

THE LEGAL DESCRIPTION ON THE MAP FOR THIS DOCUMENT REFERENCES TO "CITY CLERK'S SUB". THIS IS AN INCORRECT SUBDIVISION AND, THEREFORE, MAY NOT BE ACCURATELY INDEXED IN OUR TRACT INDICES.
Illinois Agent Issued Seller Closing Protection Letter

11/7/2019
City of DeKalb
200 S 4th St
DeKalb, IL 60115
Phone:
Fax:

Transaction File Number (hereafter, "the Real Estate Transaction"): 00030171

Buyer/Borrower: Plaza DeKalb, LLC
Property Address: 126 N 1ST ST/104, 108, 112 E LOCUST ST, DEKALB, IL 60115

Name of Issuing Agent or Approved Attorney ("title insurance agent"): American Title Guaranty, Inc.
2045 Aberdeen Court
Suite B
Sycamore, IL 60178

Re: Seller Closing Protection Letter

Dear Sir or Madam:

First American Title Insurance Company (the "Company") agrees, subject to the Conditions and Exclusions set forth below, to reimburse you for actual loss not to exceed the amount of the settlement funds deposited with the title insurance agent and incurred by you, the Seller/Lessor in connection with the closing of the Real Estate Transaction conducted by the title insurance agent of the Company provided:

(A) A title insurance policy of the Company is issued in connection with the closing of the Real Estate Transaction;

(B) You are to be the (i) Seller of an interest in land, or (ii) Lessor of an interest in land; and

(C) The aggregate of all funds you transmit to, or are to receive from the title insurance agent for the Real Estate Transaction does not exceed $2,000,000.00 on a nonresidential transaction; and provided the loss arises out of:

1. Failure of the title insurance agent to comply with your written closing instructions to the extent that they relate to (a) the status of the title to that interest in land or including the obtaining of documents and the disbursement of funds necessary to establish the status of title, or (b) the obtaining of any other documents, specifically required by you, but only to the extent the failure to obtain the other documents affects the status of the title to that interest in land and not to the extent that your instructions require a determination of the validity, enforceability or the effectiveness of the other documents, or

Validation Code: 8fd5972a-2597-4a
Online Validation: https://agency.myfirstam.com/validation/
Agency Support Center - 8605 Largo Lakes Dr., Suite 100, Largo, FL 33773, 1-866-701-3361
2. Fraud, dishonesty, or negligence of the title insurance agent in handling funds or documents in connection with closings to the extent that the fraud, dishonesty, or negligence relates to the status of the title to the interest in land or, in the case of a Seller/Lessor, to the extent that the fraud, dishonesty, or negligence relates to funds paid to the Seller/Lessor or on behalf of the Seller/Lessor.

Conditions and Exclusions:

1. The Company will not be liable for loss arising out of:

A. Failure of the title insurance agent to comply with your written closing instructions which require title insurance protection inconsistent with that set forth in the title insurance binder or commitment issued by the Company. Instructions which require the removal of specific exceptions to title or compliance with the requirements contained in the binder or commitment shall not be deemed to be inconsistent.

B. Loss or impairment of your funds in the course of collection or while on deposit with a bank due to bank failure, insolvency or suspension, except as shall result from failure of the title insurance agent to comply with your written closing instructions to deposit the funds in a bank which you designated by name.

C. Defects, liens, encumbrances, mechanics' and materialmen's liens, or other matters in connection with the Real Estate Transaction if it is a sale, lease or loan transaction except to the extent that protection against those defects, liens, encumbrances or other matters is afforded by a policy of title insurance not inconsistent with your closing instructions.

D. Fraud, dishonesty or negligence of your employee, agent, attorney, broker, buyer/borrower/lessee, borrower's lender or warehouse lender.

E. Your settlement or release of any claim without the written consent of the Company.

F. Any matters created, suffered, assumed or agreed to by you or known to you.

G. The title insurance agent of the Company acting as a Qualified Intermediary/Accommodator pursuant to IRC 1031, Like Kind Exchanges. However, the Company is liable for the acts or omissions of the title insurance agent pursuant to the coverage's afforded by this Closing Protection Letter if the title insurance agent fails to follow written instructions directing the disbursement of exchange funds to a third party Qualified Intermediary/Accommodator. The terms and conditions of this Closing Protection Letter extend only to the disbursement of exchange funds to a designated Qualified Intermediary/Accommodator disclosed in written instructions and not to the subsequent acquisition of the replacement property as defined in IRC 1031, Like Kind Exchanges.

2. When the Company shall have reimbursed you pursuant to this Closing Protection Letter it shall be subrogated to all rights and remedies which you would have had against any person or property had you not been so reimbursed. Liability of the Company for such reimbursement shall be reduced to the extent that you have knowingly and voluntarily impaired the value of this right of subrogation.
3. The title insurance agent is the Company's agent only for the limited purpose of issuing title insurance policies. The title insurance agent is not the Company's agent for the purpose of providing other closing or settlement services. The Company's liability for your losses arising from closing or settlement services is strictly limited to the protection expressly provided in this Closing Protection Letter. Any liability of the Company for loss does not include liability for loss resulting from the negligence, fraud or bad faith of any party to the Real Estate Transaction other than the title insurance agent pursuant to this Closing Protection Letter, the lack of creditworthiness of any borrower connected with the Real Estate Transaction, or the failure of any collateral to adequately secure a loan connected with the Real Estate Transaction. However, this letter does not affect the Company's liability with respect to its title insurance binders, commitments or policies issued by the title insurance agent in connection with the Real Estate Transaction.

4. You must promptly send written notice of a claim under this letter to the Company at its principal office, First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, CA 92707. The company is not liable for a loss if the written notice is not received within one year from the date of the closing. from the date of the closing.

Any previous Closing Protection Letter or similar agreement is hereby cancelled with respect to the Real Estate Transaction.

First American Title Insurance Company

BY:

[Signature]

Phillip Sholar, SVP, Director of Underwriting

Validation Code: 8fd5972a-2597-4a

Online Validation: http://agency.myfirstam.com/validation/

Agency Support Center - 8605 Largo Lakes Dr., Suite 100, Largo, FL 33773, 1-866-701-3381
American Title Guaranty, Inc.
Agency/Escrow-Disbursement Agreement

RE: ____________________________ and ____________________________
    City of DeKalb                              Plaza DeKalb, LLC
    Seller                                     Buyer

Property commonly known as: 126 N 1st St/104, 108, 112 Locust St, DeKalb IL 60115

1. We understand and agree that American Title Guaranty, Inc., does not represent either the Seller or the Buyer as an attorney and is only acting upon written direction of the lender and the parties hereto. Furthermore, if we are choosing to close this transaction without the assistance of legal counsel, we hereby declare that we have made said decision with the full knowledge of the ramifications of not relying on legal counsel and have made said decision willingly.

2. We, the Seller and Buyer direct you to make disbursements for this transaction, pursuant to the ALTA Settlement Statement. ("Settlement Statement")

3. We understand that if this statement is signed by an attorney, the attorney affirmatively warrants that (s)he has the authority to receive copies of the attached Settlement Statement. Delivery of the attached Settlement Statement to the attorney is delivery to their client.

4. The Buyer directs you to make the disbursements only when American Title Guaranty, Inc. is able to issue an ALTA owners title policy insuring the fee simple title of the Buyer, subject only to:

   A. General Real Estate Taxes 2019 and thereafter.
   B. Schedule B Special Exceptions 1-15
   C. The mortgage made by the Buyer in this transaction.

5. Buyer will pay the $ 400.00 escrow fee for this service.

6. Seller agrees to reimburse American Title Guaranty, Inc. for any additional fees required by the existing lender to obtain the release of any current mortgage. The Seller and Buyer agree that all disbursements by American Title Guaranty, Inc., regardless of when made, are predicated upon receipt and collection of the Buyer's mortgage proceeds and any other amounts due from them in accordance with the lender's closing instructions and the attached Settlement Statement.
7. American Title Guaranty, Inc. shall be under no duty to invest or reinvest any cash held by it under this Agreement. American Title Guaranty, Inc. shall have the full right, power and authority to commingle all cash deposits or part thereof with its other Escrow deposits. All income derived from any use which American Title Guaranty, Inc. may make of these deposits shall belong to American Title Guaranty, Inc.

8. The parties, if requested by American Title Guaranty, Inc., will promptly cooperate and adjust for clerical errors on any documents executed as part of this transaction.

9. The Foreign Investment in Real Property Tax Act of 1980 as amended by the Tax Reform Act of 1984 places special requirements for tax reporting and withholding on the parties to a real estate transaction where the Seller is a foreign person. This includes non-resident aliens and non-domestic corporations, partnerships and estates. The parties are seeking an attorney's, accountants, or other tax specialist's opinion concerning the effect of this Act on this transaction. They are not acting on any statements made or omitted by American Title Guaranty, its employees, agents or representatives.

10. To ensure compliance with Public Act #87-1197, we, the Seller and Buyer, agree that if we, individually or through our agent(s), have failed to produce the documents which are to be recorded as a consequence of this transaction, American Title Guaranty, Inc., is hereby authorized to charge the maximum recording fee required pursuant to said public act. In the event that the actual recording fee for any document is less than said charge, American Title Guaranty, Inc. agrees to refund said excess funds to the contributing party at the time of recording said document(s).

[Signatures]

Seller

Buyer

Seller

Buyer

F:Monnesescrow.dis2015
With respect to the land described in the above Commitment the Signatories herein, make the following statements to induce First American Title Insurance Company or its Agents to issue the subject title policy or policies, now or in the future.

STATEMENT OF SELLER(S) AND PURCHASER(S)

The Seller(s) and Purchaser(s) certify:
1) No contracts for the furnishing of any labor or material to the land or the improvements thereon have been let that have not been fully performed and satisfied;
2) No labor or materials have been furnished within the previous six months that has not been paid in full;
3) No security agreements or leases in respect to any goods or chattels that have or will become attached to the land or any improvements thereon as fixtures, have been given or are outstanding that have not been fully performed and satisfied;
4) There are no unrecorded leases to which the land may be subject are for more than a three-year term or contain an option to purchase, right of renewal, right of first refusal or other unusual provisions;
5) There are no unrecorded contracts, deed, mortgage, lines of credit, leases or options affecting the subject property;
6) No special assessments affect the land and no notice has been received of any proposed special assessments or common expense assessments;
7) No homeowners association affects the land;
8) The only occupants of the subject property are the Sellers or Purchasers;
9) No proceedings in bankruptcy or receivership or other action in any state or federal court affecting the property are pending.

The above certifications are true except for:

STATEMENT OF MORTGAGOR(S)

The Mortgagor(s), if any, certifies that the mortgage and the principal obligations it secures are good, valid, and free from all defenses; that any person purchasing the mortgage and the obligations it secures, or otherwise acquiring any interest therein, may do so in reliance upon the truth of the matters herein recited. This certification is made to enable the holder or holders, from time to time, of the mortgage, and obligations to sell, pledge or otherwise dispose of the same freely at any time, and to insure the Purchasers or Pledges thereof against any defenses thereto by the Mortgagor or the Mortgagor's heirs, personal representative or assigns.

Individuals/Beneficiaries of Trust or Seller(s)

____________________________________________________________________

Individuals/Beneficiaries of Trust or Purchaser(s)

____________________________________________________________________

IN WITNESS WHEREOF, has caused these presents to be signed by its 
President and attested by its 
Secretary under its corporate seal on the above date.
By: 
President 
Attest: 
Secretary

Corporations

IN WITNESS WHEREOF, has caused these presents to be signed by its 
President and attested by its 
Secretary under its corporate seal on the above date.
By: 
President 
Attest: 
Secretary

Corporations

IN WITNESS WHEREOF, has caused these presents to be signed by its 
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By: 
President 
Attest: 
Secretary

LENDER'S DISBURSEMENT STATEMENT

The undersigned hereby certifies that the proceeds of the loan, secured by the mortgage insured under the loan policy to be issued pursuant to the above Commitment, were fully disbursed to or on the order of the Mortgagor on . To the best knowledge and belief of the undersigned, the proceeds will not be used to finance future improvements or repairs on the land.

Date: __________________ Signature: __________________
# SETTLEMENT STATEMENT

<table>
<thead>
<tr>
<th>A. U.S. DEPARTMENT OF HOUSING &amp; URBAN DEVELOPMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>B. TYPE OF LOAN:</td>
</tr>
<tr>
<td>1. FHA</td>
</tr>
<tr>
<td>2. FmHA</td>
</tr>
<tr>
<td>3. CONV. UNINS.</td>
</tr>
<tr>
<td>4. VA</td>
</tr>
<tr>
<td>5. CONV. INS.</td>
</tr>
<tr>
<td>C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked &quot;POC&quot; were paid outside the closing; they are shown here for informational purposes and are not included in the totals.</td>
</tr>
</tbody>
</table>
| D. NAME AND ADDRESS OF BORROWER: 
Plaza DeKalb, LLC 
3 Fairway Circle 
DeKalb, IL 60115 |
| E. NAME AND ADDRESS OF SELLER: 
City of DeKalb 
200 S 4th St 
DeKalb, IL 60115 |
| F. NAME AND ADDRESS OF LENDER: |
| I. SETTLEMENT DATE: November 7, 2019 |
| G. PROPERTY LOCATION: 
126 N 1st St/104, 108, 112 E Locust St 
DeKalb, IL 60115 
De Kalb County, Illinois |
| H. SETTLEMENT AGENT: 
American Title Guaranty, Inc. |
| J. SUMMARY OF BORROWER'S TRANSACTION |
| 100. GROSS AMOUNT DUE FROM BORROWER: |
| 101. Contract Sales Price: 119,500.00 |
| 102. Personal Property |
| 103. Settlement Charges to Borrower (Line 1400): 1,065.00 |
| 104. |
| 105. |
| 106. CITY/TOWN TAXES: to |
| 107. COUNTY TAXES: to |
| 108. ASSESSMENTS: to |
| 109. |
| 110. |
| 111. |
| 112. |
| 120. GROSS AMOUNT DUE FROM BORROWER: 120,565.00 |
| 200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER: |
| 201. Deposit or earnest money: 1,000.00 |
| 202. Principal Amount of New Loan(s) |
| 203. Existing loan(s) taken subject to: |
| 204. |
| 205. |
| 206. |
| 207. |
| 208. |
| 209. |
| 210. CITY/TOWN TAXES: to |
| 211. COUNTY TAXES: to |
| 212. ASSESSMENTS: to |
| 213. |
| 214. |
| 215. |
| 216. |
| 217. |
| 218. |
| 219. |
| 220. TOTAL PAID BY/FOR BORROWER: 1,000.00 |
| 300. CASH AT SETTLEMENT FROM/TO BORROWER: |
| 301. Gross Amount Due From Borrower (Line 120): 120,565.00 |
| 302. Less Amount Paid By/For Borrower (Line 220): (1,000.00) |
| 303. CASH (X FROM) (TO) BORROWER: 119,565.00 |
| K. SUMMARY OF SELLER'S TRANSACTION |
| 400. GROSS AMOUNT DUE TO SELLER: |
| 401. Contract Sales Price: 119,500.00 |
| 402. Personal Property |
| 403. |
| 404. |
| 405. |
| 406. CITY/TOWN TAXES: to |
| 407. COUNTY TAXES: to |
| 408. ASSESSMENTS: to |
| 409. |
| 410. |
| 411. |
| 412. |
| 420. GROSS AMOUNT DUE TO SELLER: 119,500.00 |
| 500. REDUCTIONS IN AMOUNT DUE TO SELLER: |
| 501. Excess Deposit (See Instructions) |
| 502. Settlement Charges to Seller (Line 1400): 6,898.00 |
| 503. Existing loan(s) taken subject to: |
| 504. Payoff of first Mortgage |
| 505. Payoff of second Mortgage |
| 506. |
| 507. (Deposit disb. as proceeds) |
| 508. |
| 509. |
| 510. CITY/TOWN TAXES: to |
| 511. COUNTY TAXES: to |
| 512. ASSESSMENTS: to |
| 513. |
| 514. |
| 515. |
| 516. |
| 517. |
| 518. |
| 519. |
| 520. TOTAL REDUCTION AMOUNT DUE SELLER: 6,898.00 |
| 600. CASH AT SETTLEMENT TO/FROM SELLER: |
| 601. Gross Amount Due To Seller (Line 420): 119,500.00 |
| 602. Less Reductions Due Seller (Line 520): (6,898.00) |
| 603. CASH (X TO) (FROM) SELLER: 112,602.00 |
### L. SETTLEMENT CHARGES

**700. TOTAL COMMISSION Based on Price**

<table>
<thead>
<tr>
<th>Amount</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>$119,500.00</td>
<td>@ 5.000%</td>
<td>$5,975.00</td>
</tr>
</tbody>
</table>

**Division of Commission (in 700) as Follows:**

<table>
<thead>
<tr>
<th>Amount</th>
<th>Payee</th>
</tr>
</thead>
<tbody>
<tr>
<td>$5,975.00</td>
<td>Miller Real Estate</td>
</tr>
</tbody>
</table>

### 800. ITEMS PAYABLE IN CONNECTION WITH LOAN

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
<th>Payee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loan Origination Fee</td>
<td>% to</td>
<td></td>
</tr>
<tr>
<td>Loan Discount</td>
<td>% to</td>
<td></td>
</tr>
<tr>
<td>Appraisal Fee</td>
<td>to</td>
<td></td>
</tr>
<tr>
<td>Credit Report</td>
<td>to</td>
<td></td>
</tr>
<tr>
<td>Lender's Inspection Fee</td>
<td>to</td>
<td></td>
</tr>
<tr>
<td>Mortgage Ins. App. Fee</td>
<td>to</td>
<td></td>
</tr>
<tr>
<td>Assumption Fee</td>
<td>to</td>
<td></td>
</tr>
</tbody>
</table>

### 900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
<th>Rate</th>
<th>Per</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest From</td>
<td>@ $</td>
<td>/day</td>
<td>( days %)</td>
</tr>
<tr>
<td>Mortgage Insurance Premium</td>
<td>for months to</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hazard Insurance Premium for</td>
<td>1.0 years to</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 1000. RESERVES DEPOSITED WITH LENDER

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
<th>Per</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hazard Insurance</td>
<td>@ $ per</td>
<td></td>
</tr>
<tr>
<td>Mortgage Insurance</td>
<td>@ $ per</td>
<td></td>
</tr>
<tr>
<td>City/Town Taxes</td>
<td>@ $ per</td>
<td></td>
</tr>
<tr>
<td>County Taxes</td>
<td>@ $ per</td>
<td></td>
</tr>
<tr>
<td>Assessments</td>
<td>@ $ per</td>
<td></td>
</tr>
<tr>
<td></td>
<td>@ $ per</td>
<td></td>
</tr>
</tbody>
</table>

### 1100. TITLE CHARGES

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
<th>Payee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Settlement or Closing Fee</td>
<td>to American Title Guaranty, Inc.</td>
<td></td>
</tr>
<tr>
<td>Abstract or Title Search</td>
<td>to</td>
<td></td>
</tr>
<tr>
<td>Title Examination</td>
<td>to</td>
<td></td>
</tr>
<tr>
<td>Title Insurance Binder</td>
<td>to</td>
<td></td>
</tr>
<tr>
<td>Document Preparation</td>
<td>to</td>
<td></td>
</tr>
<tr>
<td>Notary Fees</td>
<td>to Klein, Stoddard, Buck &amp; Lewis</td>
<td></td>
</tr>
<tr>
<td>Attorney's Fees</td>
<td>to American Title Guaranty</td>
<td></td>
</tr>
</tbody>
</table>

### 1200. GOVERNMENT RECORDING AND TRANSFER CHARGES

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
<th>Payee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Recording Fees: Deed</td>
<td>$65.00</td>
<td>Mortgage</td>
</tr>
<tr>
<td>Releases</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>City/County Tax Stamps: Deed</td>
<td>0.00</td>
<td>Mortgage</td>
</tr>
<tr>
<td>State Tax Stamps: Deed</td>
<td>0.00</td>
<td>Mortgage</td>
</tr>
<tr>
<td>State of IL-DFI Policy Fee</td>
<td>to American Title Guaranty, Inc.</td>
<td></td>
</tr>
</tbody>
</table>

### 1300. ADDITIONAL SETTLEMENT CHARGES

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
<th>Payee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Survey</td>
<td>to</td>
<td></td>
</tr>
<tr>
<td>Pest Inspection</td>
<td>to</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)

<table>
<thead>
<tr>
<th>Amount</th>
<th>Payee</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,065.00</td>
<td>6,898.00</td>
</tr>
</tbody>
</table>

Certified to be a true copy.
ACKNOWLEDGMENT OF RECEIPT OF SETTLEMENT STATEMENT

Borrower: Plaza DeKalb, LLC
Seller: City of DeKalb
Settlement Agent: American Title Guaranty, Inc.
(815)756-3611
Place of Settlement: 2045 Aberdeen Ct Ste B
Sycamore, IL 60178
Settlement Date: November 7, 2019
Property Location: 128 N 1st St 104, 108, 112 E Locust St
DeKalb, IL 60115
De Kalb County, Illinois

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Plaza DeKalb, LLC
BY: [Signature]

City of DeKalb
BY: [Signature]

To the best of my knowledge, the HUD-1 Settlement Statement is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

American Title Guaranty, Inc.
Settlement Agent

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.
SPECIAL WARRANTY DEED

Illinois Statutory

MAIL TO:
Plaza DeKalb, LLC
3 Fairway Circle
DeKalb, IL 60015

SEND SUBSEQUENT TAX BILLS
TO:
Plaza DeKalb, LLC
3 Fairway Circle
DeKalb, IL 60015

THE GRANTOR, City of DeKalb, an Illinois home rule municipal corporation, with its office located at 200 South Fourth Street, City of DeKalb, County of DeKalb and State of Illinois, given under the hand of the Mayor of the City of DeKalb, and for consideration paid in the amount of $119,500, CONVEYS and WARRANTS to the GRANTEE, Plaza DeKalb, LLC, with an address located at 3 Fairway Circle, City of DeKalb, County of DeKalb and State of Illinois, all interest in the following described Real Estate situated in the County of DeKalb and in the State of Illinois, to-wit:

THE WEST 90 FEET OF LOT 52 AND THAT PART OF LOT 51 LYING WEST OF A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE NORTH LINE OF SAID LOT, WHICH IS 70.15 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT; THENCE SOUTH PARALLEL TO THE WEST LINE OF LOT, A DISTANCE OF 35.65 FEET; THENCE WEST 4.15 FEET; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID LOT TO THE SOUTH LINE THEREOF, ALL IN THE COUNTY CLERK’S SUBDIVISION OF BLOCK 1 OF THE ORIGINAL TOWN (NOW CITY) OF DEKALB, AS SHOWN BY THE RECORDED PLAT THEREOF IN THE RECORDER’S OFFICE OF DEKALB COUNTY, ILLINOIS IN BOOK “F” OF PLATS, PAGE 22, SITUATED IN DEKALB COUNTY, ILLINOIS; EXCEPTING THEREFROM THE FOLLOWING: PART OF LOT 51 IN COUNTY CLERK’S SUBDIVISION OF BLOCK 1 OF THE ORIGINAL TOWN (NOW CITY) OF DEKALB, AS SHOWN BY THE RECORDED PLAT THEREOF IN THE RECORDER’S OFFICE OF DEKALB COUNTY, ILLINOIS IN BOOK “F” OF PLATS, PAGE 22, SITUATED IN DEKALB COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 51; THENCE EASTERLY ALONG THE NORTH LINE OF LOT 51, A DISTANCE OF 10 FEET; THENCE SOUTHWESTERLY TO A POINT ON THE WEST LINE OF LOT 51, THAT IS 10 FEET SOUTHERLY OF THE PLACE OF BEGINNING; THENCE NORTHERLY TO THE PLACE OF BEGINNING;

ALSO: LOT 1 IN OSGOOD’S RESUBDIVISION, A RESUBDIVISION OF PART OF LOTS 51, 52, 57 AND 58 OF COUNTY CLERK’S SUBDIVISION OF BLOCK 1 OF THE ORIGINAL VILLAGE (NOW CITY) OF DEKALB, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK “S” OF PLATS, PAGE 90, ON SEPTEMBER 5TH, 1984, AS DOCUMENT NO. 84 05171, IN DEKALB COUNTY, ILLINOIS.

AND: LOT 2 IN OSGOOD’S RESUBDIVISION, A RESUBDIVISION OF PART OF LOTS 51, 52, 57 AND 58 OF COUNTY CLERK’S SUBDIVISION OF BLOCK 1 OF THE ORIGINAL VILLAGE (NOW CITY) OF DEKALB, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK “S” OF PLATS, PAGE 90, ON SEPTEMBER 5TH, 1984, AS DOCUMENT NO. 84 05171, IN DEKALB COUNTY, ILLINOIS.
subject to the terms, conditions, and restrictions of the NFR letter dated July 22, 2010 (DeKalb County Recorder’s Office Record 2010008923) incorporated herein, and all public utility easements, public service facilities, City water and sewer facilities and/or any other easements, property rights, or interests burdening the property, and hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

This deed is exempt from transfer taxes pursuant to 35 ILCS 200/31-45(b).

DATED the 15th day of October, 2019.

Jerry Smith, Mayor of the City of DeKalb

STATE OF ILLINOIS )
 ) ss.
COUNTY OF DEKALB )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do certify that the City of DeKalb, under the hand of the Mayor of the City of DeKalb, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this 15th day of September, 2019.

Notary Public

[Seal]

OFFICIAL SEAL
RUTH A SCOTT
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires July 24, 2022
PLAT ACT AFFIDAVIT
(Pursuant to 765 ILCS 205/1)

STATE OF ILLINOIS
COUNTY OF

Matthew Rose as City Attorney for City of Elburn, the grantor or his/her agent, being duly sworn on oath, states that he/she resides at 30 W. Castle St, Sec. 16274 Ch. 2 O. IL 60102.

Affiant states that the attached deed is not a violation of 765 ILCS 205/1 for reason given below:

☐ A. The sale or exchange is of an entire tract of land not being a part of a larger tract of land and described in the same manner as title was taken by the grantor(s);

☐ B. One of the following exemptions from 765 ILCS 205/1 (b) applies:
   ☐ 1. The division or subdivision of land is into parcels or tracts of five acres or more in size which does not involve any new streets or easements of access.
   ☐ 2. The division is of lots or blocks of less than one acre in any recorded subdivision which does not involve any new streets or easements of access.
   ☐ 3. The sale or exchange of parcels of land is between owners of adjoining and contiguous land.
   ☐ 4. The conveyance is of parcels of land or interests therein for use as right of way for railroads or other public utility facilities, which does not involve any new streets or easements of access.
   ☐ 5. The conveyance is of land owned by a railroad or other public utility which does not involve any new streets or easements of access.
   ☐ 6. The conveyance is of land for highway or other public purposes or grants of conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use.
   ☐ 7. The conveyance is made to correct descriptions in prior conveyances.
   ☐ 8. The sale or exchange is of parcels or tracts of land following the division into no more than two parts of a particular parcels or tract of land existing on July 17, 1959 and not involving any new streets or easements of access.
   ☐ 9. The sale is of a single lot of less than five acres from a larger tract, the dimensions and configurations of said large tract having been determined by the dimensions and configuration of said larger tract on October 1, 1973, and no sale, prior to this sale, or any lot or lots from said larger tract having taken place since October 1, 1973 and provided that this exemption does not invalidate any local requirements applicable to the subdivision of land (page 2).
   ☐ 10. The preparation of a plat for wind energy devices under Sec. 10-620 of the Property Tax Code.
   ☐ 11. Other: ____________________________

☐ C. The division does not meet any of the above criteria and must have county approval (page 2).

Legal description prepared by: ____________________________

AFFIANT further states that he/she makes this affidavit for the purpose of inducing the Recorder of Deeds of Elburn County, State of Illinois, to accept the attached deed for recording.

SUBSCRIBED AND SWORN TO before me this 5th day of NOVEMBER, 2019.

Matthew D. Rose

Signature of Affiant

Sharon M. Ladewski
Signature of Notary Public

[Official Seal]
Sharon M. Ladewski
Notary Public State of Illinois
My Commission Expires 05/17/2020
For exemptions requiring approval:

☐ Plat officer approval is required and attached.

☐ Plat officer approval is not required because parcel is located wholly within municipal limits of ____________________________ , which does not require plat office review.

☐ Agricultural exemption certificate attached.

________________________________________
Signature of Affiant

For municipal approval:

If the property is located within a municipality (or 1.5 miles of it), local ordinances may apply. If exception 9 is used, it is required that this land division be reviewed and approved by the participating municipality. Each municipality has five (5) business days to review deed(s) and return. If the five-day limit expires, Maps & Plats will process the deed upon proof of date submitted to municipality.

Date submitted to municipality(s) ____________________________ ☐ Municipality jurisdiction

☐ County jurisdiction

Municipality (s) with jurisdiction: ____________________________

Planning official’s signature ____________________________
Printed name ____________________________ Date ____________________________

Planning official’s signature ____________________________
Printed name ____________________________ Date ____________________________
PTAX-203
Illinois Real Estate Transfer Declaration

Please read the instructions before completing this form. This form can be completed electronically at tax.illinois.gov/retd.

Step 1: Identify the property and sale information.
1. 106 E. Locust Street, 108 E. Locust Street,
   Street address of property (or 911 address, if available)
   Dekalb, Illinois 60115
   City or village
   ZIP

2. Write the total number of parcels to be transferred. 1

3. Write the parcel identifying numbers and lot sizes or acreage.
   Property Index number (PIN)
   Lot size or acreage
   0823158034
   0.35 acres

4. Date of Instrument: 09/08/09

5. Type of instrument (Mark with an "X"):
   a. Quit claim deed
   b. Executor deed
   c. Trustee deed
   d. Beneficial Interest
   e. Other (specify): ________________

6. Yes X No Will the property be the buyer's principal residence?

7. Yes X No Was the property advertised for sale?

8. Identify the property's current and intended primary use.
   Current Intended
   (Mark only one item per column with an "X")
   a. Land/lot only
   b. Residence (single-family, condominium, townhome, or duplex)
   c. Mobile home residence
   d. Apartment building (6 units or less) No. of units:
   e. Apartment building (over 6 units) No. of units:
   f. Office
   g. Retail establishment
   h. Commercial building (specify):
   i. Industrial building
   j. Farm
   k. Other (specify):

9. Identify any significant physical changes in the property since January 1 of the previous year and write the date of the change.
   Date of significant change: ____________
   (Mark with an "X")
   a. Demolition/damage
   b. New construction
   c. Major remodeling
   d. Other (specify): none

10. Identify only the items that apply to this sale. (Mark with an "X")
   a. Fulfillment of installment contract year contract initiated: ____________
   b. Sale between related individuals or corporate affiliates
   c. Transfer of less than 100 percent Interest
   d. Court-ordered sale
   e. Sale in lieu of foreclosure
   f. Condemnation
   g. Short sale
   h. Bank REO (real estate owned)
   i. Auction sale
   j. Seller/buyer is a relocation company
   k. Seller/buyer is a financial institution or government agency
   l. Buyer is a real estate investment trust
   m. Buyer is a pension fund
   n. Buyer is an adjacent property owner
   o. Buyer is exercising an option to purchase
   p. Trade of property (simultaneous)
   q. Sale-leaseback
   r. Other (specify): ________________

s. Homestead exemptions on most recent tax bill:
   1. General/Alternative $ ____________
   2. Senior Citizens $ ____________
   3. Senior Citizens Assessment Freeze $ ____________

Step 2: Calculate the amount of transfer tax due.
Note: Round Lines 11 through 18 to the next highest whole dollar. If the amount on Line 11 is over $1 million and the property's current use on Line 8 above is marked "a," "b," "h," "i," or "k," complete Form PTAX-203-A, Illinois Real Estate Transfer Declaration Supplemental Form A. If you are recording a beneficial Interest transfer, do not complete this step. Complete Form PTAX-203-B, Illinois Real Estate Transfer Declaration Supplemental Form B.

11. Full actual consideration
    11 $ ____________

12a. Amount of personal property included in the purchase
    12a $ ____________

12b. Was the value of a mobile home included on Line 12a?
    12b Yes X No
    13 $ ____________

13. Subtract Line 12a from Line 11. This is the net consideration for real property.
    13 Subtotal: ____________

14. Amount for other real property transferred to the seller (in a simultaneous exchange) as part of the full actual consideration on Line 11
   14 $ ____________

15. Outstanding mortgage amount to which the transferred real property remains subject
    15 $ ____________

16. If this transfer is exempt, use an "X" to identify the provision.

17. Subtract Lines 14 and 15 from Line 13. This is the net consideration subject to transfer tax.
    17 $ ____________

18. Divide Line 17 by 500. Round the result to the next highest whole number (e.g., 61,002 rounds to 62).
    18 $ ____________

19. Illinois tax stamps — multiply Line 18 by 0.50.
    19 $ ____________

20. County tax stamps — multiply Line 18 by 0.25.
    20 $ ____________

21. Add Lines 19 and 20. This is the total amount of transfer tax due.
    21 $ ____________

This form is authorized in accordance with 35 ILCS 209/31-1 et seq. Disclosure of this information is REQUIRED. This form has been approved by the Forms Management Center. IL-492-0277
Step 3: Write the legal description from the deed. Write, type (minimum 10-point font required), or attach the legal description from the deed. If you prefer, submit an 8½" x 11" copy of the extended legal description with this form. You may also use the space below to write additional property index numbers, lots sizes or acreage from Step 1, Line 3.

See attached

Step 4: Complete the requested information.
The buyer and seller (or their agents) hereby certify that to the best of their knowledge and belief, the full actual consideration and facts stated in this declaration are true and correct. If this transaction involves any real estate located in Cook County, the buyer and seller (or their agents) hereby certify that to the best of their knowledge, the name of the buyer shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois. Any person who falsely or omits any information required in this declaration shall be guilty of a Class B misdemeanor for the first offense and a Class A misdemeanor for subsequent offenses. Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

Seller Information (Please print.)
City of DeKalb

200 S. 4th Street
DeKalb, Illinois 60115

City: State: ZIP: Seller's or trustee's name: Bill Nickel

Seller's or agent's signature: 

Buyer Information (Please print.)

Plaza DeKalb, LLC
3 Fairway Circle, DeKalb, Illinois 60115

City: State: ZIP: Buyer's or trustee's name: John Pappas

Buyer's or agent's signature: 

Mail tax bill to:
Plaza DeKalb, LLC
Name or company: Street address: 

Preparer Information (Please print.)
Matheus R. deSouza - Rosenfeld Murphy Colhello & Donahue

30 N. LaSalle St., Ste. 1624, Chicago, IL 60602

City: State: ZIP: Preparer's name: Matthew B. deSouza

Street address: 

Preparer's signature: 

Preparer's e-mail address (if available): 

Identify any required documents submitted with this form. (Mark with an "X") 

Extended legal description ___ Form PTAX-203-A 

Itemized list of personal property ___ Form PTAX-203-B

To be completed by the Chief County Assessment Officer

1 County: Township: Class: Code 1: Code 2: __ Year prior to sale: __ __ __

2 Board of Review's final assessed value for the assessment year prior to the year of sale.
Land: __ __ __ __ __ __ __ __ __ __
Buildings: __ __ __ __ __ __ __ __ __
Total: __ __ __ __ __ __ __ __ __

Illinois Department of Revenue Use 
Tab number: 

Page 2 of 4 

PTAX-203 (R-10/10)
THE WEST 90 FEET OF LOT 52 AND THAT PART OF LOT 51 LYING WEST OF A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE NORTH LINE OF SAID LOT, WHICH IS 70.15 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT; THENCE SOUTH PARALLEL TO THE WEST LINE OF LOT, A DISTANCE OF 35.65 FEET; THENCE WEST 4.15 FEET; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID LOT TO THE SOUTH LINE THEREOF, ALL IN THE COUNTY CLERK'S SUBDIVISION OF BLOCK 1 OF THE ORIGINAL TOWN (NOW CITY) OF DEKALB, AS SHOWN BY THE RECORDED PLAT THEREOF IN THE RECORDER'S OFFICE OF DEKALB COUNTY, ILLINOIS IN BOOK "F" OF PLATS, PAGE 22, SITUATED IN DEKALB COUNTY, ILLINOIS; EXCEPTING THEREFROM THE FOLLOWING: PART OF LOT 51 IN COUNTY CLERK'S SUBDIVISION OF BLOCK 1 OF THE ORIGINAL TOWN (NOW CITY) OF DEKALB, AS SHOWN BY THE RECORDED PLAT THEREOF IN THE RECORDER'S OFFICE OF DEKALB COUNTY, ILLINOIS IN BOOK "F" OF PLATS, PAGE 22, SITUATED IN DEKALB COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 51; THENCE EASTERLY ALONG THE NORTH LINE OF LOT 51, A DISTANCE OF 10 FEET; THENCE SOUTHWesterLY TO A POINT ON THE WEST LINE OF LOT 51, THAT IS 10 FEET SOUtherLY OF THE PLACE OF BEGINNING; THENCE NORTHERLY TO THE PLACE OF BEGINNING;

ALSO: LOT 1 IN OSGOOD'S RESUBDIVISION, A RESUBDIVISION OF PART OF LOTS 51, 52, 57 AND 58 OF COUNTY CLERK'S SUBDIVISION OF BLOCK 1 OF THE ORIGINAL VILLAGE (NOW CITY) OF DEKALB, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK "S" OF PLATS, PAGE 90, ON SEPTEMBER 5TH, 1984, AS DOCUMENT NO. 84 05171, IN DEKALB COUNTY, ILLINOIS.

AND
LOT 2 IN OSGOOD'S RESUBDIVISION, A RESUBDIVISION OF PART OF LOTS 51, 52, 57 AND 58 OF COUNTY CLERK'S SUBDIVISION OF BLOCK 1 OF THE ORIGINAL VILLAGE (NOW CITY) OF DEKALB, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK "S" OF PLATS, PAGE 90, ON SEPTEMBER 5TH, 1984, AS DOCUMENT NO. 84 05171, IN DEKALB COUNTY, ILLINOIS.
AFFIDAVIT OF TITLE

STATE OF ILLINOIS   )
COUNTY OF DEKALB  ) SS.

The undersigned, City of DeKalb, by its Mayor Jerry Smith, hereinafter referred to as Seller does hereby depose and say as follows:

1. Seller owns the legal title in certain real estate (hereinafter referred to as the "Property") which is legally described as follows:

THE WEST 90 FEET OF LOT 52 AND THAT PART OF LOT 51 LYING WEST OF A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE NORTH LINE OF SAID LOT, WHICH IS 70.15 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT; THENCE SOUTH PARALLEL TO THE WEST LINE OF LOT, A DISTANCE OF 35.65 FEET; THENCE WEST 4.15 FEET; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID LOT TO THE SOUTH LINE THEREOF, ALL IN THE COUNTY CLERK'S SUBDIVISION OF BLOCK 1 OF THE ORIGINAL TOWN (NOW CITY) OF DEKALB, AS SHOWN BY THE RECORDED PLAT THEREOF IN THE RECORDER'S OFFICE OF DEKALB COUNTY, ILLINOIS IN BOOK "F" OF PLATS, PAGE 22, SITUATED IN DEKALB COUNTY, ILLINOIS; EXCEPTING THEREFROM THE FOLLOWING: PART OF LOT 51 IN COUNTY CLERK'S SUBDIVISION OF BLOCK 1 OF THE ORIGINAL TOWN (NOW CITY) OF DEKALB, AS SHOWN BY THE RECORDED PLAT THEREOF IN THE RECORDER'S OFFICE OF DEKALB COUNTY, ILLINOIS IN BOOK "F" OF PLATS, PAGE 22, SITUATED IN DEKALB COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 51; THENCE EASTERLY ALONG THE NORTH LINE OF LOT 51, A DISTANCE OF 10 FEET; THENCE SOUTHWESTERLY TO A POINT ON THE WEST LINE OF LOT 51, THAT IS 10 FEET SOUTHERLY OF THE PLACE OF BEGINNING; THENCE NORTHERLY TO THE PLACE OF BEGINNING;

ALSO: LOT 1 IN OSGOOD'S RESUBDIVISION, A RESUBDIVISION OF PART OF LOTS 51, 52, 57 AND 58 OF COUNTY CLERK'S SUBDIVISION OF BLOCK 1 OF THE ORIGINAL VILLAGE (NOW CITY) OF DEKALB, ACCORDING TO THE PLAT THEREOFRecorded in book "S" of plats, page 90, on September 5th, 1984, as document No. 84 05171, in DeKalb County, Illinois.

AND: LOT 2 IN OSGOOD'S RESUBDIVISION, A RESUBDIVISION OF PART OF LOTS 51, 52, 57 AND 58 OF COUNTY CLERK'S SUBDIVISION OF BLOCK 1 OF THE ORIGINAL VILLAGE (NOW CITY) OF DEKALB,
2. Seller is over 18 years of age and under no legal disability.

3. This Affidavit is made by Seller in connection with the sale of the Property to the City of DeKalb, hereinafter referred to as Buyers and is given to induce the Buyers to make or complete the purchase of the Property.

4. No labor, services, or materials have been furnished or delivered to the Property or used for improvements or repairs thereof at any time within the past four (4) months that have not been fully and completely paid for, and Seller has no debts, outstanding contracts, or liabilities that could give rise to or result in a lien or a claim of lien against the Property under the Illinois Mechanic Lien Act. **Seller also state that he has not done anything to the Property that would adversely affect the title since the effective date on the title commitment up through and including the closing date.**

5. All fixtures now located in or on the Property are fully paid for and are not subject to any conditional sales contracts, chattel mortgages, or other security interests.

6. No persons are in possession of the Property except Seller, and that there are no other leases, oral or written or other arrangements concerning the Property under which any person other than Seller has any possessory rights in the Property.

7. To the knowledge of Seller, there are no driveway agreements, overlaps, boundary lines in dispute, or unrecor ded easements in regard to the Property nor are there any improvements from adjoining properties that encroach on the Property.

8. To the knowledge of Seller, the Property is not subject to any taxes or special assessments other than those shown as existing liens by the public records.

9. To the knowledge of Seller, there are no presently existing violations of any restrictions or easements of record affecting the Property.

10. There is no outstanding contract, unrecor ded deed, mortgage, or other conveyance affecting the Property executed by Seller or to the knowledge of Seller.

11. Neither Seller nor his agents have received any notice from any city, village, or other governmental authority of any violation of any applicable dwelling or building code or any other law or regulation.

12. Under penalty of perjury, Seller declares that he has examined this Affidavit of Title and to the best of Seller's knowledge and belief it is true, correct, and complete.
Dated: November 5, 2019.

Jerry Smith, Mayor of the City of DeKalb

STATE OF ILLINOIS  )
 ) ss.
COUNTY OF DEKALB  )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Jerry Smith, personally known to me to be the same person whose name is subscribed to the foregoing Affidavit of Title appeared before me this day in person, and acknowledged that s/he signed, sealed and delivered the said instrument as the Mayor of the City of DeKalb, an Illinois home rule municipality, as the free and voluntary act of the City of DeKalb for the uses and purposes therein set forth.

Given under my hand and official seal and sworn to before me this 5th day of November, 2019.

Notary Public
SUBSTITUTE FORM 1099-S
PROCEEDS FROM REAL ESTATE TRANSACTIONS
FOR THE TAX YEAR: 2019
OMB No. 1545-0997

SETTLEMENT AGENT/FILER'S NAME AND ADDRESS
American Title Guaranty, Inc.
2045 Aberdeen Ct, Ste B
Sycamore, IL 60178
(815) 756-3611

Filer's Federal Tax ID Number: 36-3607907
File Number: 00030171

SELLER/TRANSFEROR'S NAME AND ADDRESS
City of DeKalb
200 S 4th St
DeKalb, IL 60115

Transferor's Federal Tax ID Number: 36-600-5843

<table>
<thead>
<tr>
<th>Date of Closing:</th>
<th>2) Gross Proceeds:</th>
<th>4) X here if property or services received:</th>
<th>5) X here if foreign person:</th>
<th>6) Buyer's part of real estate tax:</th>
</tr>
</thead>
<tbody>
<tr>
<td>November 7, 2019</td>
<td>119500.00</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3) Address or Legal Description:
126 N 1st St/104, 108, 112 E Locust St/

THIS IS IMPORTANT TAX INFORMATION AND IS BEING FURNISHED TO THE INTERNAL REVENUE SERVICE. IF YOU ARE REQUIRED TO FILE A RETURN, A NEGLIGENCE PENALTY OR OTHER SANCTION MAY BE IMPOSED ON YOU IF THIS ITEM IS REQUIRED TO BE REPORTED AND THE IRS DETERMINES THAT IT HAS NOT BEEN REPORTED.

YOU ARE REQUIRED BY LAW TO PROVIDE AMERICAN TITLE GUARANTY, INC. WITH YOUR CORRECT FEDERAL TAX IDENTIFICATION NUMBER. IF YOU DO NOT PROVIDE AMERICAN TITLE GUARANTY, INC. WITH YOUR CORRECT FEDERAL TAX IDENTIFICATION NUMBER, YOU MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES IMPOSED BY LAW.

UNDER PENALTIES OF PERJURY, I CERTIFY THAT THE NUMBER SHOWN ABOVE ON THIS STATEMENT IS MY CORRECT FEDERAL TAX IDENTIFICATION NUMBER. ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

11-7-19

Date

You MUST enter your Federal Tax Identification Number above.

Sign and return a copy of this form immediately to American Title Guaranty, Inc.

Instructions for Transferor
For sales or exchanges of certain real estate, the person responsible for closing a real estate transaction must report the real estate proceeds to the IRS and must furnish this statement to you. To determine if you have to report the sale or exchange of your main home on your tax return, see the instructions for Schedule D (Form 1040). If the real estate was not your main home, report the transaction on Form 4797, Form 6252, and/or the Schedule D for the appropriate income tax form. If box 4 is checked and you received or will receive like-kind property, you must file Form 8824.

Federal mortgage subsidy. You may have to recapture (pay back) all or part of a federal mortgage subsidy if all the following apply:
- You received a loan provided from the proceeds of a qualified mortgage bond or you received a mortgage credit certificate.
- Your original mortgage loan was provided after 1990.
- You sold or disposed of your home at a gain during the first 9 years after you received the federal mortgage subsidy.
- Your income for the year you sold or disposed of your home was over a specified amount.

This will increase your tax. See Form 8828 and Pub. 523.

Transferor's taxpayer identification number. For your protection, this form may show only the last four digits of your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN). However, the issuer has reported your complete identification number to the IRS.

Account number. May show an account or other unique number the filer assigned to distinguish your account.
Box 1. Shows the date of closing.
Box 2. Shows the gross proceeds from a real estate transaction, generally the sales price. Gross proceeds include cash and notes payable to you, notes assumed by the transferee (buyer), and any notes paid off at settlement. Box 2 does not include the value of other property or services you received or will receive. See Box 4.
Box 3. Shows the address or legal description of the property transferred.
Box 4. If marked, shows that you received or will receive services or property (other than cash or notes) as part of the consideration for the property transferred. The value of any services or property (other than cash or notes) is not included in box 2.
Box 5. If checked, shows that you are a foreign person (nonresident alien, foreign partnership, foreign estate, or foreign trust).
Box 6. Shows certain real estate tax on a residence charged to the buyer at settlement. If you have already paid the real estate tax for the period that includes the sale date, subtract the amount in box 6 from the amount already paid to determine your deductible real estate tax. But if you have already deducted the real estate tax in a prior year, generally report this amount as income on the "Other income" line of the appropriate income tax form. For more information, see Pub. 523, Pub. 525, and Pub. 530.
SPECIAL WARRANTY DEED
SPECIAL WARRANTY DEED

Illinois Statutory

MAIL TO: 

Plaza DeKalb, LLC
3 Fairway Circle
DeKalb, IL 60015

SEND SUBSEQUENT TAX BILLS TO:

Plaza DeKalb, LLC
3 Fairway Circle
DeKalb, IL 60015

THE GRANTOR, City of DeKalb, an Illinois home rule municipal corporation, with its office located at 200 South Fourth Street, City of DeKalb, County of DeKalb and State of Illinois, given under the hand of the Mayor of the City of DeKalb, and for consideration paid in the amount of $119,500, CONVEYS AND WARRANTS to the GRANTEE, Plaza DeKalb, LLC, with an address located at 3 Fairway Circle, City of DeKalb, County of DeKalb and State of Illinois all interest in the following described Real Estate situated in the County of DeKalb and in the State of Illinois, to-wit:

THE WEST 90 FEET OF LOT 52 AND THAT PART OF LOT 51 LYING WEST OF A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE NORTH LINE OF SAID LOT, WHICH IS 70.15 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT, THENCE SOUTH PARALLEL TO THE WEST LINE OF LOT, A DISTANCE OF 35.65 FEET, THENCE WEST 4.15 FEET, THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID LOT TO THE SOUTH LINE THEREOF, ALL IN THE COUNTY CLERK'S SUBDIVISION OF BLOCK 1 OF THE ORIGINAL TOWN (NOW CITY) OF DEKALB, AS SHOWN BY THE RECORDED PLAT THEREOF IN THE RECORDER'S OFFICE OF DEKALB COUNTY, ILLINOIS IN BOOK "F" OF PLATS, PAGE 22, SITUATED IN DEKALB COUNTY, ILLINOIS; EXCEPTING THEREFROM THE FOLLOWING PART OF LOT 51 IN COUNTY CLERK'S SUBDIVISION OF BLOCK 1 OF THE ORIGINAL TOWN (NOW CITY) OF DEKALB, AS SHOWN BY THE RECORDED PLAT THEREOF IN THE RECORDER'S OFFICE OF DEKALB COUNTY, ILLINOIS IN BOOK "F" OF PLATS, PAGE 22, SITUATED IN DEKALB COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 51; THENCE EASTERLY ALONG THE NORTH LINE OF LOT 51, A DISTANCE OF 10 FEET; THENCE SOUTHERLY TO A POINT ON THE WEST LINE OF LOT 51, THAT IS 10 FEET SOUTHERLY OF THE PLACE OF BEGINNING; THENCE NORTHERLY TO THE PLACE OF BEGINNING;

ALSO: LOT 1 IN OSGOOD'S RESUBDIVISION, A RESUBDIVISION OF PART OF LOTS 51, 52, 57 AND 58 OF COUNTY CLERK'S SUBDIVISION OF BLOCK 1 OF THE ORIGINAL VILLAGE (NOW CITY) OF DEKALB, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK "S" OF PLATS, PAGE 90, ON SEPTEMBER 5TH, 1984, AS DOCUMENT NO. 84 05171, IN DEKALB COUNTY, ILLINOIS.

AND: LOT 2 IN OSGOOD'S RESUBDIVISION, A RESUBDIVISION OF PART OF LOTS 51, 52, 57 AND 58 OF COUNTY CLERK'S SUBDIVISION OF BLOCK 1 OF THE ORIGINAL VILLAGE (NOW CITY) OF DEKALB, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK "S" OF PLATS, PAGE 90, ON SEPTEMBER 5TH, 1984, AS DOCUMENT NO. 84 05171, IN DEKALB COUNTY, ILLINOIS.
subject to the terms, conditions, and restrictions of the NFR letter dated July 22, 2010 (DeKalb County Recorder’s Office Record 2010008923) incorporated herein, and all public utility easements, public service facilities, City water and sewer facilities and/or any other easements, property rights, or interests burdening the property, and hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

This deed is exempt from transfer taxes pursuant to 35 ILCS 200/31-45(b).

DATED the 15th day of October, 2019.

Jerry Smith
Mayor of the City of DeKalb

STATE OF ILLINOIS. )
) ss.
COUNTY OF DEKALB )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do certify that the City of DeKalb, under the hand of the Mayor of the City of DeKalb, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this 15th day of September, 2019.

Notary Public

Prepared by
Matthew Bose
30 N. LaSalle St.
Suite 1024
Chicago, IL 60602
DOUGLAS J. JOHNSON  
DEKALB COUNTY RECORDER  
PLAT ACT AFFIDAVIT  

State of Illinois  
) ss  

County of DeKalb  

Tim Ball, being duly sworn on oath, states that he resides at  

2045 Aberdeen Ct, Sycamore, IL 60178  

And further states that: (please check the appropriate box)  

A. [ ] That the attached deed is not in violation of 765 ILCS 205/1(a), in that the sale or exchange is of an entire tract of land, not being a part of a larger tract of land; or  

B. [ ] That the attached deed is not in violation of 765 ILCS 205/1(b) for one of the following reasons: (please circle the appropriate number)  

1. The division or subdivision of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access;  
2. The division of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access;  
3. The sale or exchange of parcels of land between owners of adjoining and contiguous land;  
4. The conveyance of parcels of land or interests therein for use as a right of way for railroads or other public utility facilities and other pipe lines which does not involve any new streets or easements of access;  
5. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;  
6. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use;  
7. Conveyances made to correct descriptions in prior conveyances.  
8. The sale or exchange of parcels or tracts of land following the division into no more than 2 parts of a particular parcel or tract of land existing on July 17, 1959 and not involving any new streets or easements of access.  
9. The sale is of a single lot or less than 5 acres from a larger tract, and a survey has been made by an Illinois Registered Land Surveyor, and the sale is not a sale of any subsequent lot or lots from the same larger tract of land as determined by the dimensions and configuration of the larger tract on October 01, 1973; and further, local requirements applicable to the subdivision of land have been met.  

Affiant further states that he makes this affidavit for the purpose of inducing the Recorder of DeKalb County, Illinois, to accept the attached deed for recording.  

Signature of Affiant  

SUBSCRIBED AND SWORN TO BEFORE ME  

THIS 15 DAY OF NOVEMBER, 2019  

Signature of Notary Public  

OFFICIAL SEAL  
DESTINY M CONINE  
NOTARY PUBLIC - STATE OF ILLINOIS  
MY COMMISSION EXPIRES: 10/31/21  

2019010614 4/4
TRUSTEE’S DEED

Taxes to Grantee:
The City of DeKalb
Finance Department
200 South Fourth Street
DeKalb, IL 60115

Return Recorded Deed to:
DeKalb City Attorney
Legal Department
200 South Fourth Street
DeKalb, IL 60115

This Instrument Prepared By:
Ronald G. Klein
Klein, Stoddard, Buck,
Waller & Lewis, LLC
2045 Aberdeen Court
Sycamore, IL 60178

THIS INDENTURE, made this 22nd day of March, 2007, between THELMA L. MILLER, DIANE M. SMITH, SHIRLEY A. RAYER, and PAUL P. MILLER, as Successor Co-Trustees under the provisions of a Trust Agreement dated December 16, 1975, known as Adolph P. Miller Trust No. 101, as to an undivided one-half interest; and THELMA L. MILLER, as Trustee under the provisions of a Trust Agreement dated December 16, 1975, known as Thelma L. Miller Trust No. 102, as to an undivided one-half interest, Grantors, and THE CITY OF DEKALB, A Municipal Corporation and Body Politic, of the City of DeKalb, County of DeKalb and State of Illinois, Grantee;

WITNESSETH, That Grantors, in consideration of the sum of Ten Dollars and other good and valuable consideration in hand paid, do hereby grant, sell and convey unto the said Grantee, the following described real estate situated in the County of DeKalb and State of Illinois, to-wit:

See Exhibit “A” attached hereto and made a part hereof by reference.

Pin: 08-23-158-001; 08-23-158-002; 08-23-158-031; 08-23-158-032
Property Address: 100-108 & 112-115 E. Locust; 126-128 No. First St., DeKalb, IL

together with the hereditaments, tenements and appurtenances thereunto belonging.

To Have and To Hold the same unto said Grantee, and its successors and assigns forever.

This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said Trustee and Successor Co-Trustees by the terms of said deed or deeds in trust delivered to said Trustee and Successor Co-Trustees in pursuance of the trust agreement above mentioned.

IN WITNESS WHEREOF, the said Grantors, as Trustee and Successor Co-Trustees, have hereunto set their hands and seals the day and year first above written.
THELMA L. MILLER, as Trustee and Successor Co-Trustee, as aforesaid

DIANE M. SMITH, as Successor Co-Trustee, as aforesaid

SHIRLEY A. RAYER, as Successor Co-Trustee, as aforesaid

PAUL P. MILLER, as Successor Co-Trustee, as aforesaid

STATE OF ILLINOIS )
COUNTY OF DEKALB )

I, the undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY, that Thelma L. Miller, Diane M. Smith, and Paul P. Miller, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 5 day of April, 2007.

RONALD G. KLEIN
Notary Public, State of Illinois
My Commission Expires 7/24/07
I, the undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY, that Shirley A. Rayer, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 23rd day of March, 2007.

(Notarial Seal)

KATE JACKSON
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Commission Expires November 1, 2008

Exempt under provisions of Paragraph b.
Sec. 4, Real Estate Transfer Act.

4-5-07 Buyer, Seller or Representative
EXHIBIT “A”

The West 90 feet of Lot 52 and that part of Lot 51 lying West of a line described as follows:
Commencing at a point in the North line of said lot, which is 70.15 feet East of the Northwest corner of said lot; thence South parallel to the West line of lot, a distance of 35.65 feet; thence West 4.15 feet; thence South parallel to the West line of said lot to the South line thereof, all in County Clerk’s Subdivision of Block 1 of the Original Town (now City) of DeKalb, as shown by the recorded plat thereof in the Recorder’s Office of DeKalb County, Illinois in Book “F” of Plats, page 22, situated in DeKalb County, Illinois;
EXCEPTING THEREFROM THE FOLLOWING: Part of Lot 51 in County Clerk’s Subdivision of Block 1 of the Original Town (now City) of DeKalb, as shown by the recorded plat thereof in the recorder’s Office of DeKalb County, Illinois in Book “F” of Plats, page 22, situated in DeKalb County, Illinois described as follows: Beginning at the Northwest corner of Lot 51; thence Easterly along the North line of Lot 51, a distance of 10 feet; thence Southwesterly to a point on the West line of Lot 51, that is 10 feet Southerly of the place of beginning; thence Northerly to the place of beginning;

ALSO: Lot 1 in Osgood’s Resubdivision, a resubdivision of part of Lots 51, 52, 57 and 58 of County Clerk’s Subdivision of Block 1 of the Original Village (now City) of DeKalb, according to the plat thereof recorded in Book “S” of Plats, page 90, on September 5th, 1984, as Document No. 84 05171, in DeKalb County, Illinois.

and

Lot 2 in Osgood’s Resubdivision, a resubdivision of part of Lots 51, 52, 57 and 58 of County Clerk’s Subdivision of Block 1 of the Original Village (now City) of DeKalb, according to the plat thereof recorded in Book “S” of Plats, page 90, on September 5th, 1984, as Document No. 84 05171, in DeKalb County, Illinois.