ORDINANCE 2019-053

REQUESTING THE TRANSFER OF PROPERTY (164 E. LINCOLN HIGHWAY, DEKALB, ILLINOIS) FROM THE DEKALB PARK DISTRICT AND APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR THE TRANSFER OF SAID PROPERTY.

WHEREAS, the City of DeKalb (the "City") is a home rule unit of local government pursuant to Article VII, Section 6, of the Illinois Constitution of 1970; and

WHEREAS, the DeKalb Park District (the "District") is a park district duly organized pursuant to the Illinois Park District Code, 70 ILCS 1205/1, et seq.; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., authorizes cooperative agreements between Illinois units of local government and park districts; and

WHEREAS, the Local Government Property Transfer Act, 50 ILCS 605/0.01, et seq., authorizes park districts to convey, grant, and transfer real estate to municipalities; and

WHEREAS, the District holds legal title to a parcel of real estate commonly known as the Nehring Building, located at 164 E. Lincoln Highway (also known as 112 S. 2nd Street), wholly within the City’s corporate limits, PIN 08-23-162-005, consisting of a multi-story commercial building on a roughly 4,500 square foot lot (the "Property") that the District is not using for park and recreational purposes in furtherance of the District’s mission, goals, and objectives; and

WHEREAS, the District’s territory is located wholly within, coextensive with, or partly within the City’s corporate limits; and

WHEREAS, the City Council finds and declares that it is necessary or convenient for the City to use, occupy, or improve the Property for a new City Hall and other public purposes; and

WHEREAS, the City Council desires that the District transfer its rights, title, and interest in the Property to the City pursuant to the Local Government Property Transfer Act and upon such terms as contained in the Intergovernmental Agreement for Transfer of Property between the District and the City (the "IGA") in the same or substantially similar form as attached hereto and incorporated herein as Exhibit A; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:

SECTION 1: The recitals set forth in the preamble are incorporated herein by reference and made a part of this Ordinance.
SECTION 2: The City Council approves the transfer of the Property upon terms as contained in the IGA in the same or substantially similar form as attached hereto and incorporated herein as Exhibit A.

SECTION 3: The City Council approves the IGA in the same or substantially similar form as Exhibit A, and the City Council authorizes and directs the Mayor of the City of DeKalb Jerry Smith or City Manager Bill Nicklas to execute the IGA, subject to such changes as shall be acceptable to him with the recommendation of City Staff and the City Attorney, and for Mayor Smith, City Manager Nicklas, City Attorney John Donahue, and City Attorney Matthew Rose to perform all acts necessary on behalf of the City to effectuate the purchase of the Property.

SECTION 4: This ordinance and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such ordinance should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the City of DeKalb that to the extent that the terms of this resolution should be inconsistent with any non-preemptive state law, that this resolution shall supersede state law in that regard within its jurisdiction.

SECTION 5: This ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 22nd day of July 2019 and approved by me as Mayor on the same day. First Reading passed by an 8-0 roll call vote. Aye: Morris, Finucane, Smith, Fagan, McAdams, Verbic, Faivre, Mayor Smith. Nay: None. Second Reading waived by a by an 8-0 roll call vote. Aye: Morris, Finucane, Smith, Fagan, McAdams, Verbic, Faivre, Mayor Smith. Nay: None.

ATTEST:

[Signature]
LYNNA. FAZEKAS, City Clerk

[Signature]
JERRY SMITH, Mayor
INTERGOVERNMENTAL AGREEMENT FOR THE TRANSFER OF PROPERTY (164 E. LINCOLN HIGHWAY)

This Intergovernmental Agreement (the “Agreement”), by and between the DeKalb Park District (the “District” or “Transferor”), and Illinois park district, and the City of DeKalb (the “City” or “Transferee”), an Illinois home rule municipal corporation, collectively referred to as the Parties, and in consideration of the covenants set forth herein, agree as follows:

WHEREAS, the City of DeKalb (the “City”) is a home rule unit of local government pursuant to Article VII, Section 6, of the Illinois Constitution of 1970; and

WHEREAS, the DeKalb Park District (the “District”) is a park district duly organized pursuant to the Illinois Park District Code, 70 ILCS 1205/1, et seq.; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., authorizes cooperative agreements between Illinois units of local government and park districts; and

WHEREAS, the Local Government Property Transfer Act, 50 ILCS 605/0.01, et seq., authorizes park districts to convey, grant, and transfer real estate to municipalities; and

WHEREAS, the District holds legal title to a parcel of real estate commonly known as the Nehring Building, located at 164 E. Lincoln Highway (also known as 112 S. 2nd Street), wholly within the City’s corporate limits, PIN 08-23-162-005, consisting of a multi-story commercial building on a roughly 4,500 square foot lot (the “Property”) that the District is not using for park and recreational purposes in furtherance of the District’s mission, goals, and objectives; and

WHEREAS, the District’s territory is located wholly within, coextensive with, or partly within the City’s corporate limits; and

WHEREAS, pursuant to the Local Government Property Transfer Act, the City Council has passed an ordinance that finds and declares that it is necessary or convenient for the City to use, occupy, or improve the Property for a new City Hall and other public purposes; and

WHEREAS, pursuant to the Local Government Property Transfer Act, the District agrees to transfer its rights, title, and interest in the Property to the City upon such terms as contained in this Agreement; and

Now, therefore, the Parties agree that:

1. Property. The Transferor hereby agrees to transfer, and the Transferee hereby agrees to accept, the following described property (the “Property”):
2. **Payment.** The Transferee agrees to pay to the Transferor upon delivery of possession the sum of One Dollar and Zero Cents ($1.00).

3. **Possession.** The Transferor shall deliver possession of the Property to the Transferee no later than December 31, 2019, upon payment of the amount set forth in Paragraph 2, at the DeKalb City Hall, 200 S. 4th Street, DeKalb, Illinois, 60015, or at such other place as the Parties may agree.

4. **Deed.** The Transferor agrees to convey said Property to the Transferee by a good and sufficient recordable warranty deed, subject only to covenants, conditions, restrictions and easements apparent or of record and to all applicable zoning laws and ordinances.

5. **Evidence of title.**

   A. The Transferee shall be responsible for ordering a Commitment for Title Insurance issued by a title insurance company doing business in DeKalb County, committing a company to issue a policy in the usual form insurance title to the real estate in the Transferee’s name for the amount set forth in Paragraph 2. The Transferee shall be responsible for payment of the Transferor’s premium and search charges.

   B. Permissible exceptions to title shall include only special assessments; zoning laws and building ordinances; easements, apparent or of record; covenants and restrictions of record which do not restrict reasonable use of the premises; existing mortgages to be paid by the Transferor at closing.

   C. If title evidence discloses exceptions other than those permitted, the Transferee shall give written notice of such exceptions to the Transferor within 15 days. The Transferor shall have 15 days upon receipt of said written notice to have such title exceptions removed, or, any such exception which may be removed by the payment of money may be cured by deduction from the payment set forth in Paragraph 2 at the time of transfer. If the Transferor is unable to cure such exception, then the Transferee shall have the option to terminate this Agreement.

6. **Closing.** The closing shall be on or before the earlier of: (1) December 31, 2019 or (2) a date that is 7 days after the Transferee provides notice to Transferor that it
is prepared to close, unless subsequently mutually agreed otherwise, at the office of the
title company, City Hall, or such other place as agreed by the Parties, provided title for
the real estate is shown to be good or is accepted by Transferee. Transferor warrants
that the Property shall be transferred to the Transferee free and clear of the interests of
any tenants.

7. **Transferor's Deliveries.** On the Closing Date, provided all conditions and
contingencies have been satisfied, Transferee shall deposit or cause to be deposited with
the Title Company (or deliver to the City or its designee) the following, each duly executed
and notarized, as appropriate:

(i) A Warranty Deed, meeting the requirements of this Agreement
    transferring the Property to the City;

(ii) An ALTA statement and "gap" undertaking in the form customarily
    required by the Title Company of a seller of property to enable it to
    issue the Title Policy in accordance with the terms hereof for the
    Property;

(iii) An Affidavit of Title signed by the Transferor of the Property in the
     same or substantially form attached as Exhibit A.

(iv) A Bill of Sale for all improvements and fixtures located on the
     Property, if any, in the customary form.

(v) All documents necessary to release any mortgages, liens or other
    interests in the property, if any.

(vi) Such other documents or deliveries (if any) required pursuant to
     other provisions of this Agreement, the Closing Escrow, or otherwise
     reasonably required in order to consummate the transaction
     contemplated hereby and customarily required by the Title Company
     of a seller of property to enable it to issue the Title Policy in
     accordance with the terms hereof.

8. **Transferee's Deliveries.** On the Closing Date, provided all conditions and
contingencies have been satisfied, Transferee shall deposit with Title Company (or deliver
to Transferor) the following, each dated and duly executed and notarized, as appropriate:

(i) All affidavits, indemnities, undertakings and certificates customarily
    required by the Title Company of a purchaser of property to enable
    it to issue the Title Policy in accordance with the terms hereof.

(ii) The monetary payment due Transferor and any additional amounts
    necessary to pay any costs and fees required to be paid by
    Transferee less any applicable credits.
(iii) Such other documents or deliveries (if any) required pursuant to other provisions of this Agreement, the Closing Escrow, or otherwise reasonably required in order to consummate the transaction contemplated hereby.

9. Joint Deliveries. On the Closing Date, provided all conditions and contingencies have been satisfied, the parties shall jointly deposit with Title Company the following, each dated and duly executed and notarized, as appropriate:

(i) Closing Statement.
(ii) State, and county, if applicable, transfer tax declarations and any required forms completed to establish any exemption from any real estate transfer taxes that is applicable because the transfer is to a public entity.

10. Closing Costs. The Closing costs shall be paid as follows:

By Transferor:

(a) Preparation of the Deeds and documents required of the Transferor.
(b) Its legal expenses.

By Transferee:

(a) Preparation of the documents required of the Transferee
(b) Its legal expenses
(c) All charges made by the Title Company, including those charges customarily charged by the Title Company to a seller of real estate.
(d) Recording fees for the Deed
(e) Any other closing costs charged to the Transferee that are not otherwise allocated pursuant to this Section.

11. No Broker involvement. The parties each represent to the other that it did not use the services of any real estate broker and that no broker’s commission needs to be paid.

12. Plat of Survey. If the City requires a survey, it shall procure one at its expense.

13. Real estate taxes and proration. The Transferor represents that the Property is currently exempt from any property taxes. Any and all prior real estate taxes due for any period prior to closing, if any, shall be paid by Transferor prior to or at closing. If necessary, Transferor shall bring to closing a certificate of redemption showing the
amount of the real estate taxes owed for payments that were previously due and payable along with any penalties and interest and shall otherwise comply with all the Title Company’s requirements pertaining to its payment of any previously due but unpaid real estate taxes.

After closing the Transferee shall be responsible for filing the necessary documents to exempt the property from any property taxation due after the date of closing.

The Transferor shall be responsible to pay all water charges due for the period prior to closing. The parties shall cooperate to obtain a final water meter reading prior to the date of closing. The obligation to pay all water charges shall survive closing and shall not merge with the deed if the Transferor has not paid such water charges on or prior to closing.

14. Real Estate Transfer Taxes. At closing, the parties shall execute a completed Real Estate Transfer Declaration in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois showing the transfer of the Property to Transferee as being exempt from any State, County, or local real estate transfer taxes.

15. Personal property. All personal property and fixtures located on or within real estate, if any, shall be transferred to the Transferee at closing by a Bill of Sale which is in a form that is acceptable to the Transferee.

16. Uniform Vendor and Purchaser Risk Act. The provisions of the Uniform Vendor and Purchaser Risk Act of Illinois shall be applicable to this Agreement.

17. IRS Section 1445. Transferor represents that it is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and that it is exempt from the withholding requirements of said Section. Transferor will furnish Transferee at closing the Exemption Certification set forth in said Section.

18. Condition of property. The Transferee agrees to accept the Property in its “as-is” condition, and the Transferor disclaims all warranties express or implied as to the condition of the Property.

19. District’s right to re-purchase the Property. Should the City determine, in the City’s sole discretion, that it is necessary or desirable to sell the Property or no longer preserve the existing façade of the Nehring Building, the City shall provide written notice of said determination to the District, whereupon the District shall have 30 days following its receipt of said notice to exercise an exclusive and non-transferable option to re-purchase the Property for the sum of One Dollar and Zero Cents ($1.00). In the event that the District exercises said option to re-purchase the Property, the Parties agree to cooperate in effecting the transfer of the Property, and the Parties further agree that said transfer shall be contingent upon the City’s determination that it has alternative place to use or occupy for a City Hall.
20. **Time is of the essence.** Time is of the essence for this Agreement.

21. **Notices.** All notices herein required shall be in writing and shall be served on the parties at the addresses following their signatures. Except for when delivery of a notice is required, the mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient service.

22. **Amendment.** This Agreement may be amended only by the mutual agreement of the Parties evidenced by a written amendment, by the adoption of an ordinance, resolution, or motion of the Parties approving such written amendment, as provided by law and by the execution of such written amendment by the Parties.

23. **Entire Agreement.** This Agreement sets forth all agreements, understandings and covenants between and among the Parties relative to the matters herein contained. This Agreement supersedes all prior written agreements, negotiations and understandings, written and oral, and shall be deemed a full integration of the entire agreement of the Parties.

24. **No Merger Doctrine.** This Agreement shall be construed as collateral to and independent of the provisions in the subsequent deed for the Property, and this Agreement shall remain in full force and effect notwithstanding said deed.

25. **Illinois Law.** This Agreement shall be construed its accordance with the laws of the State of Illinois.

26. **Interpretations.** This Agreement has been jointly negotiated by the Parties and shall not be construed against a Party because that Party may have primarily assumed responsibility for the drafting of this Agreement.

27. **Execution.** All the parties to this Agreement represent that they are authorized to enter into this Agreement.

**IN WITNESS WHEREOF,** the Parties have duly executed this Agreement pursuant to all requisite authorizations on the dates set forth below.

[Signatures are on the next page]
<table>
<thead>
<tr>
<th>TRANSFEROR</th>
<th>TRANSFEREE</th>
</tr>
</thead>
</table>
| DeKalb Park District  
1403 Sycamore Rd.  
DeKalb IL 60115  
By: Phil Young, President  
Date: 9-19-19 |
| City of DeKalb  
200 S. 4th Street  
DeKalb, IL 60115  
By: Jerry Smith, Mayor  
Date: 7-22-19 |
| TRANSFEROR ATTEST  
Gail A. Krmenc, Secretary |
| TRANSFEREE ATTEST  
Lynn Fazekas, City Clerk |
EXHIBIT A TO REAL ESTATE SALE CONTRACT
(Form of Affidavit of Title)

AFFIDAVIT OF TITLE

STATE OF ILLINOIS  )
COUNTY OF COOK    ) SS.

The undersigned, Phil Young, 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:

   164 E. Lincoln Highway, DeKalb, Illinois 60015

   PIN 08-23-162-005

   THE EAST 45 FEET OF THE NORTH 100 FEET OF BLOCK 2 IN THE ORIGINAL VILLAGE (NOW CITY) OF DEKALB, ACCORDING TO PLAT THEREOF RECORDED IN BOOK "A" OF PLATS, PAGE 8 ¼ ON DECEMBER 19, 1853, IN DEKALB COUNTY, ILLINOIS

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 unrecorded 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, unrecorded 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.


SELLER
STATE OF ILLINOIS
COUNTY OF DEKALB

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that [Signature] 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 free and voluntary act of the DeKalb Park District, an Illinois park district, for the uses and purposes therein set forth.

Given under my hand and official seal and sworn to before me this [Day] day of [Month], 2019.

Notary Public

[Seal]
SPECIAL WARRANTY DEED

RETURN TO:
City of DeKalb
Atty. Legal Department
200 S 4th St.
DeKalb, IL 60115
SPECIAL WARRANTY DEED

Illinois Statutory

PREPARED BY, REMOVED:

City of DeKalb
200 S. 4th St.
DeKalb, IL 60115

SEND FUTURE TAX BILLS TO:

City of DeKalb
200 S. 4th St.
DeKalb, IL 60115

Above space for Recorder's Use

THE GRANTOR, DEKALB PARK DISTRICT, an Illinois park district, with its office located at 1403 Sycamore Rd, City of DeKalb, County of DeKalb and State of Illinois, given under the hand of the President of the DeKalb Park District, and for $1.00 and other valuable consideration, CONVEYS and WARRANTS to the GRANTEE CITY OF DEKALB, an Illinois home rule municipal corporation, with an address located at 200 S. 4th St, DeKalb, IL 60115, all interest in the following described Real Estate situated in the County of DeKalb and in the State of Illinois, to-wit:

Parcel 1:
THE EAST 45 FEET OF THE NORTH 100 FEET OF BLOCK 2 IN THE ORIGINAL VILLAGE (NOW CITY) OF DEKALB, ACCORDING TO PLAT THEREOF RECORDED IN BOOK "A" OF PLATS, PAGE 8 3/4 ON DECEMBER 19, 1853, IN DEKALB COUNTY, ILLINOIS.
PIN 08-23-162-005

Parcel 2:
THE EAST 45 FEET OF THE SOUTH 5 FEET OF THE NORTH 109 FEET OF BLOCK 2 IN THE ORIGINAL VILLAGE (NOW CITY) OF DEKALB, ACCORDING TO PLAT THEREOF RECORDED IN BOOK "A" OF PLATS, PAGE 8 3/4 ON DECEMBER 19, 1853, IN DEKALB COUNTY, ILLINOIS.
PIN 08-23-162-010

subject to any and all public utility easements, public service facilities, City water and sewer facilities and/or any other easements or 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 27th day of December, 2019.

[Signature]

Phil Young, President of the DeKalb Park District

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 the DeKalb Park District, under the hand of the President of the DeKalb Park District, 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 27th day of December, 2019.

Notary Public

OFFICIAL SEAL
SUSAN M JOHNSON
NOTARY PUBLIC - STATE OF ILLINOIS
COMMISSION EXPIRES: 08/01/23

EXEMPT UNDER PROVISIONS OF PARAGRAPH
SECTION 4, REAL ESTATE TRANSFER ACT

DATE
PLAT ACT AFFIDAVIT
(Pursuant to 765 ILCS 205/1)

STATE OF ILLINOIS
COUNTY OF DeKalb

Plaintiff, the grantor or his/her agent, being duly sworn on oath, states that he/she resides at 1403 S. Lancaster, DeKalb, IL 60115.

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 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, 1943, 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 deed 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 DeKalb County, State of Illinois, to accept the attached deed for recording.

SUBSCRIBED AND SWORN TO before me, this 27th day of December, 2019.

Signature of Notary Public

Signature of Affiant

2020000149 4/4
AFFIDAVIT OF TITLE

STATE OF ILLINOIS       )
) SS.
COUNTY OF DEKALB       )

The undersigned, DeKalb Park District, by its President Phil Young, 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:

Parcel 1:
THE EAST 45 FEET OF THE NORTH 100 FEET OF BLOCK 2 IN THE ORIGINAL VILLAGE (NOW CITY) OF DEKALB, ACCORDING TO PLAT THEREOF RECORDED IN BOOK "A" OF PLATS, PAGE 8 ¼ ON DECEMBER 19, 1853, IN DEKALB COUNTY, ILLINOIS.
PIN 08-23-162-005

Parcel 2:
THE EAST 45 FEET OF THE SOUTH 9 FEET OF THE NORTH 109 FEET OF BLOCK 2 IN THE ORIGINAL VILLAGE (NOW CITY) OF DEKALB, ACCORDING TO PLAT THEREOF RECORDED IN BOOK "A" OF PLATS, PAGE 8 ¼ ON DECEMBER 19, 1853, IN DEKALB COUNTY, ILLINOIS.
PIN 08-23-162-010

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 unrecorded 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, unrecorded 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: December 27, 2019.

Phil Young, President of DeKalb Park District

STATE OF ILLINOIS )
COUNTY OF DEKALB ) ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Phil Young, 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 President of DeKalb Park District, an Illinois park district, as the free and voluntary act of the DeKalb Park District for the uses and purposes therein set forth.

Given under my hand and official seal and sworn to before me this 27th day of December, 2019.

Notary Public
# 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/reted.

### Step 1: Identify the property and sale information.
1. **Address:** 164 E Lincoln / 111 S 2nd St.
   - **DeKalb**
   - **ZIP:**

2. **Township:**

3. **Write the total number of parcels to be transferred:**

4. **Property index number (PIN):**
   - **a:** 0623162005
   - **b:** 0623162010

5. **Lot size or acreage:**
   - **45 x 100**
   - **45 x 9**

6. **Write additional property index numbers, lot sizes or acreage in Step 3.**

7. **Date of instrument:**
   - **12/21/09**

8. **Type of instrument (Mark with an "X"):**
   - **Warranty deed**
   - **Quittan, deed**
   - **Executor deed**
   - **Trustee deed**
   - **Beneficial interest**
   - **Other (specify):**

9. **Will the property be the buyer’s principal residence?**
   - **Yes [X]**
   - **No**

10. **Was the property advertised for sale?**
    - **Yes [X]**
    - **No**

11. **Identify the property's current and intended primary use.**
    - **Current**
    - **Intended**
    - **Mark only one item per column with an "X"**
    - **Land/not only**
    - **Residence (single-family, condominium, townhome, or duplex)**
    - **Mobile home residence**
    - **Apartment building (6 units or less)**
    - **Apartment building (over 6 units)**
    - **Office**
    - **Retail establishment**
    - **Commercial building (specify):**
    - **Industrial building**
    - **Farm**
    - **Other (specify):**

### 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 “e,” “f,” “g,” “h,” “l,” 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.

<table>
<thead>
<tr>
<th>Line</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>11</td>
<td>Full actual consideration</td>
<td>$1,000</td>
</tr>
<tr>
<td>12a</td>
<td>Amount of personal property included in the purchase</td>
<td>$0.00</td>
</tr>
<tr>
<td>12b</td>
<td>Was the value of a mobile home included on Line 12a?</td>
<td>Yes [X] No</td>
</tr>
<tr>
<td>13</td>
<td>Subtract Line 12a from Line 11. This is the net consideration for real property.</td>
<td>$1,000</td>
</tr>
<tr>
<td>14</td>
<td>Amount for other real property transferred to the seller (in a simultaneous exchange) as part of the full actual consideration on Line 11</td>
<td>$0.00</td>
</tr>
<tr>
<td>15</td>
<td>Outstanding mortgage amount to which the transferred real property remains subject</td>
<td>$0.00</td>
</tr>
<tr>
<td>16</td>
<td>If this transfer is exempt, use an &quot;X&quot; to identify the provision.</td>
<td>b [X] k m</td>
</tr>
<tr>
<td>17</td>
<td>Subtract Lines 14 and 15 from Line 13. This is the net consideration subject to transfer tax.</td>
<td>$0.00</td>
</tr>
<tr>
<td>18</td>
<td>Divide Line 17 by 500. Round the result to the next highest whole number (e.g., 61.002 rounds to 62).</td>
<td>$0.00</td>
</tr>
<tr>
<td>19</td>
<td>Illinois tax stamps — multiply Line 18 by 0.50.</td>
<td>$0.00</td>
</tr>
<tr>
<td>20</td>
<td>County tax stamps — multiply Line 18 by 0.25.</td>
<td>$0.00</td>
</tr>
<tr>
<td>21</td>
<td>Add Lines 19 and 20. This is the total amount of transfer tax due.</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

---

This form is authorized in accordance with 35 ILCS 200/3-1 and 2-2. Disclosure of this information is REQUIRED. This form has been approved by the Forms Management Center. IL-492-0227

Page 1 of 4
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 legal description.

Step 4: Complete the requested information.

The buyer and seller (or their agents) hereby verify 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 verify 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 willfully falsifies 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.)

**Seller’s or trustee’s name:**

1403 Scovars Rd  

**Street address (after sale):**

**Seller’s or agent’s signature:**

**Seller’s trust number (if applicable - not an SSN or EIN):**  

**City:** Dekalb  

**State:** IL  

**ZIP:** 60115  

**Seller’s daytime phone:** (815) 751-2150.

### Buyer Information (Please print.)

**Buyer’s or trustee’s name:**

36-600-5843  

**Street address:**

200 S. 4th St. Dekalb, IL 60115  

**Buyer’s or agent’s signature:**

**City:**  

**State:**  

**ZIP:**  

**Buyer’s daytime phone:** (815) 748-2391.

### Mail tax bill to:

**City:** Dekalb  

**Street address:**  

**State:** IL  

**ZIP:** 60115

### Preparer Information (Please print.)

**Preparer’s and company’s name:**

Mathey Rose - Roscanl Murphy (certificate #89)

**Preparer’s signature:**

**Preparer’s e-mail address (if available):** mrosec@rimi.com

### 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  

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

3. [ ] Year prior to sale  

4. Does the sale involve a mobile home assessed as real estate?  
   Yes  
   No

5. Comments

---

Illinois Department of Revenue Use  

Tab number  

---
LEGAL DESCRIPTION
(164 E. LINCOLN HIGHWAY – NEHRING BUILDING)

Parcel 1:
THE EAST 45 FEET OF THE NORTH 100 FEET OF BLOCK 2 IN THE ORIGINAL VILLAGE (NOW CITY) OF DEKALB, ACCORDING TO PLAT THEREOF RECORDED IN BOOK "A" OF PLATS, PAGE 8 ¼ ON DECEMBER 19, 1853, IN DEKALB COUNTY, ILLINOIS.
PIN 08-23-162-005

Parcel 2:
THE EAST 45 FEET OF THE SOUTH 9 FEET OF THE NORTH 109 FEET OF BLOCK 2 IN THE ORIGINAL VILLAGE (NOW CITY) OF DEKALB, ACCORDING TO PLAT THEREOF RECORDED IN BOOK "A" OF PLATS, PAGE 8 ¼ ON DECEMBER 19, 1853, IN DEKALB COUNTY, ILLINOIS.
PIN 08-23-162-010
American Title Guaranty, Inc.
Agency/Escrow-Disbursement Agreement

RE: DeKalb Park District and City of DeKalb
Seller Buyer

Property commonly known as: 164 E Lincoln Hwy, 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 20 19 and thereafter.
   B. Schedule B Special Exceptions 1-14
   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

Formslescrow.dis2015
FIRST AMERICAN TITLE
ALTA (2006) LOAN AND EXTENDED COVERAGE STATEMENT (ILLINOIS FORM)

Commitment #: 00030331
Date: 12-27-19

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 thereto 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)

[Signature]

Individuals/Beneficiaries of Trust or Purchaser(s)

[Signature]

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 President and attested by its Secretary under its corporate seal on the above date.

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: ________________________
# U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT

## SETTLEMENT STATEMENT

### A. U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT

### B. TYPE OF LOAN:

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>FHA</td>
<td>2.</td>
<td>FmHA</td>
</tr>
<tr>
<td>3.</td>
<td>CONV. UNINS.</td>
<td>4.</td>
<td>VA</td>
</tr>
<tr>
<td>5.</td>
<td>CONV. INS.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 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 [POS] were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

### D. NAME AND ADDRESS OF BORROWER:

| City of DeKalb |
| 200 S 4th St |
| DeKalb, IL 60115 |

### E. NAME AND ADDRESS OF SELLER:

| DeKalb Park District |
| 1403 Sycamore Rd |
| DeKalb, IL 60115 |

### F. NAME AND ADDRESS OF LENDER:

|   |
|   |

### G. PROPERTY LOCATION:

| 164 E Lincoln Hwy |
| DeKalb, IL 60115 |
| DeKalb County, Illinois |

### H. SETTLEMENT AGENT:

| American Title Guaranty, Inc. |

### I. SETTLEMENT DATE:

| December 27, 2019 |

### J. SUMMARY OF BORROWER'S TRANSACTION

<table>
<thead>
<tr>
<th>100. GROSS AMOUNT DUE FROM BORROWER:</th>
</tr>
</thead>
<tbody>
<tr>
<td>101. Contract Sales Price</td>
</tr>
<tr>
<td>102. Personal Property</td>
</tr>
<tr>
<td>103. Settlement Charges to Borrower (Line 1400)</td>
</tr>
<tr>
<td>104.</td>
</tr>
<tr>
<td>105.</td>
</tr>
<tr>
<td>Adjustments For Items Paid By Seller in advance</td>
</tr>
<tr>
<td>106. City/Town Taxes</td>
</tr>
<tr>
<td>107. County Taxes</td>
</tr>
<tr>
<td>108. Assessments</td>
</tr>
<tr>
<td>109.</td>
</tr>
<tr>
<td>110.</td>
</tr>
<tr>
<td>111.</td>
</tr>
<tr>
<td>112.</td>
</tr>
<tr>
<td>120. GROSS AMOUNT DUE FROM BORROWER</td>
</tr>
</tbody>
</table>

### K. SUMMARY OF SELLER'S TRANSACTION

<table>
<thead>
<tr>
<th>400. GROSS AMOUNT DUE TO SELLER:</th>
</tr>
</thead>
<tbody>
<tr>
<td>401. Contract Sales Price</td>
</tr>
<tr>
<td>402. Personal Property</td>
</tr>
<tr>
<td>403.</td>
</tr>
<tr>
<td>404.</td>
</tr>
<tr>
<td>405. Adjustments For Items Paid By Seller in advance</td>
</tr>
<tr>
<td>406. City/Town Taxes</td>
</tr>
<tr>
<td>407. County Taxes</td>
</tr>
<tr>
<td>408. Assessments</td>
</tr>
<tr>
<td>409.</td>
</tr>
<tr>
<td>410.</td>
</tr>
<tr>
<td>411.</td>
</tr>
<tr>
<td>412.</td>
</tr>
<tr>
<td>420. GROSS AMOUNT DUE TO SELLER</td>
</tr>
</tbody>
</table>

### L. REDUCTIONS IN AMOUNT DUE TO SELLER:

<table>
<thead>
<tr>
<th>500. GROSS AMOUNT DUE TO SELLER</th>
</tr>
</thead>
<tbody>
<tr>
<td>501. Excess Deposit (See Instructions)</td>
</tr>
<tr>
<td>502. Settlement Charges to Seller (Line 1400)</td>
</tr>
<tr>
<td>503. Existing loan(s) taken subject to</td>
</tr>
<tr>
<td>504. Payoff of first Mortgage</td>
</tr>
<tr>
<td>505. Payoff of second Mortgage</td>
</tr>
<tr>
<td>506.</td>
</tr>
<tr>
<td>507.</td>
</tr>
<tr>
<td>508.</td>
</tr>
<tr>
<td>509. Adjustments For Items Unpaid By Seller</td>
</tr>
<tr>
<td>510. City/Town Taxes</td>
</tr>
<tr>
<td>511. County Taxes</td>
</tr>
<tr>
<td>512. Assessments</td>
</tr>
<tr>
<td>513.</td>
</tr>
<tr>
<td>514.</td>
</tr>
<tr>
<td>515.</td>
</tr>
<tr>
<td>516.</td>
</tr>
<tr>
<td>517.</td>
</tr>
<tr>
<td>518.</td>
</tr>
<tr>
<td>519.</td>
</tr>
<tr>
<td>520. TOTAL REDUCTION AMOUNT DUE SELLER</td>
</tr>
</tbody>
</table>

### M. CASH AT SETTLEMENT FROMTO BORROWER:

<p>| |</p>
<table>
<thead>
<tr>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>301. Gross Amount Due From Borrower (Line 120)</td>
</tr>
<tr>
<td>302. Less Amount Paid By/For Borrower (Line 220)</td>
</tr>
<tr>
<td>303. CASH (X FROM) (TO) BORROWER</td>
</tr>
</tbody>
</table>

### N. CASH AT SETTLEMENT TO FROM SELLER:

<p>| |</p>
<table>
<thead>
<tr>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>601. Gross Amount Due To Seller (Line 420)</td>
</tr>
<tr>
<td>602. Less Reductions Due Seller (Line 520)</td>
</tr>
<tr>
<td>603. CASH (X TO) (FROM) SELLER</td>
</tr>
</tbody>
</table>
### L. SETTLEMENT CHARGES

#### 700. TOTAL COMMISSION Based on Price

<table>
<thead>
<tr>
<th>Division of Commission (line 700) as Follows:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>701. $</td>
<td>0</td>
</tr>
<tr>
<td>702. $</td>
<td>0</td>
</tr>
<tr>
<td>703. Commission Paid at Settlement</td>
<td>0</td>
</tr>
<tr>
<td>704.</td>
<td>0</td>
</tr>
</tbody>
</table>

#### 800. ITEMS PAYABLE IN CONNECTION WITH LOAN

<table>
<thead>
<tr>
<th>Item Description</th>
<th>% to</th>
<th>$ to</th>
</tr>
</thead>
<tbody>
<tr>
<td>801. Loan Origination Fee</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>802. Loan Discount</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>803. Appraisal Fee</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>804. Credit Report</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>805. Lender’s Inspection Fee</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>806. Mortgage Ins. App. Fee</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>807. Assumption Fee</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Interest From</th>
<th>@ $</th>
<th>/day</th>
<th>(days</th>
<th>%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>901.</td>
<td>to</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>902. Mortgage Insurance Premium for months to</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>903. Hazard Insurance Premium for years to</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

#### 1000. RESERVES DEPOSITED WITH LENDER

<table>
<thead>
<tr>
<th>Item Description</th>
<th>@ $</th>
<th>per</th>
</tr>
</thead>
<tbody>
<tr>
<td>1001. Hazard Insurance</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1002. Mortgage Insurance</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1003. City/Town Taxes</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1004. County Taxes</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1005. Assessments</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1006.</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1007.</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1008.</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

#### 1100. TITLE CHARGES

<table>
<thead>
<tr>
<th>Item Description</th>
<th>to</th>
<th>400.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>1101. Settlement or Closing Fee</td>
<td>American Title Guaranty, Inc.</td>
<td>0</td>
</tr>
<tr>
<td>1102. Abstract or Title Search</td>
<td>to</td>
<td>0</td>
</tr>
<tr>
<td>1103. Title Examination</td>
<td>to</td>
<td>0</td>
</tr>
<tr>
<td>1104. Title Insurance Binder</td>
<td>to</td>
<td>0</td>
</tr>
<tr>
<td>1105. Document Preparation</td>
<td>to</td>
<td>0</td>
</tr>
<tr>
<td>1106. Notary Fees</td>
<td>to</td>
<td>0</td>
</tr>
<tr>
<td>1107. Attorney’s Fees</td>
<td>to</td>
<td>0</td>
</tr>
<tr>
<td><strong>INCLUDES ABOVE ITEM NUMBERS:</strong></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>1108. Title Insurance</td>
<td>to American Title Guaranty</td>
<td>435.00</td>
</tr>
<tr>
<td><strong>INCLUDES ABOVE ITEM NUMBERS:</strong></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>1109. Lender’s Coverage</td>
<td>$</td>
<td>0</td>
</tr>
<tr>
<td>1110. Owner’s Coverage</td>
<td>$</td>
<td>1.00</td>
</tr>
<tr>
<td>1111. CPL Fees</td>
<td>to American Title Guaranty, Inc.</td>
<td>75.00</td>
</tr>
<tr>
<td>1112. Update/Later Date Fees</td>
<td>to American Title Guaranty, Inc.</td>
<td>100.00</td>
</tr>
<tr>
<td><strong>1113.</strong></td>
<td></td>
<td>0</td>
</tr>
</tbody>
</table>

#### 1200. GOVERNMENT RECORDING AND TRANSFER CHARGES

<table>
<thead>
<tr>
<th>Item Description</th>
<th>$</th>
<th>65.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>1201. Recording Fees: Deed</td>
<td>$</td>
<td>65.00</td>
</tr>
<tr>
<td>1202. City/County Tax/Stamps: Deed</td>
<td>$</td>
<td>65.00</td>
</tr>
<tr>
<td>1203. State Tax/Stamps: Revenue Stamps</td>
<td>$</td>
<td>3.00</td>
</tr>
<tr>
<td>1204. State of IL - DFI Policy Fee</td>
<td>to American Title Guaranty, Inc.</td>
<td>0</td>
</tr>
</tbody>
</table>

#### 1300. ADDITIONAL SETTLEMENT CHARGES

<table>
<thead>
<tr>
<th>Item Description</th>
<th>to</th>
<th>0</th>
</tr>
</thead>
<tbody>
<tr>
<td>1301. Survey</td>
<td>to</td>
<td>0</td>
</tr>
<tr>
<td>1302. Pest Inspection</td>
<td>to</td>
<td>0</td>
</tr>
<tr>
<td>1303.</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>1304.</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>1305.</td>
<td>0</td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Item Description</th>
<th>1,078.00</th>
</tr>
</thead>
</table>

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

Borrower: City of DeKalb
Seller: DeKalb Park District
Settlement Agent: American Title Guaranty, Inc.
(815)756-3611
Place of Settlement: 2045 Aberdeen Ct Ste B
Sycamore, IL 60178
Settlement Date: December 27, 2019
Property Location: 164 E Lincoln Hwy
DeKalb, IL 60115
DeKalb 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.

City of DeKalb
BY: [Signature]

DeKalb Park District
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 1019.