
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 City is the owner in fee simple of real property referred to herein as the "Edgebrook Property"; and

WHEREAS, the Emma Andreacchi Revocable Living Trust (the "Trust") is the owner in fee simple of real property referred to herein as the "Blackhawk Property"; and

WHEREAS, the City and the Trust desire to exchange the Edgebrook Property and Blackhawk Property upon and subject to all of the terms, provisions, and conditions set forth in the same or substantially similar form as the Exchange of Real Estate Agreement attached hereto and incorporated herein as Exhibit A (the "Agreement"); and

WHEREAS, the City's corporate authorities find that the Edgebrook Property is no longer needed by the City for the public interest, the Blackhawk Property will prove useful to the City and will be for the public interest, and the total value of the Blackhawk Property is approximately equal to or exceeds the value of Edgebrook Property; 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, by a ¾ vote of the corporate authorities then holding office, the exchange of real estate upon and subject to all of the terms, provisions, and conditions set forth in the same or substantially similar form as the Agreement attached hereto and incorporated herein as Exhibit A.

SECTION 3: The City Council approves the Agreement 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 to execute the Agreement, 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 Bill Nicklas, City Clerk Lynn Fazekas, City Attorney John Donahue, and City Attorney Matthew Rose to perform all acts necessary on behalf of the City to effectuate the exchange of real estate under the Agreement.
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.

ADOPTED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a Regular meeting thereof held on the 14th day of October 2019 and approved by me as Mayor on the same day. Passed on First Reading by a 7-0 roll call vote. Aye: Morris, Finucane, Smith McAdams, Verbic, Faivre, Mayor Smith. Nay: None. Second Reading waived by a 7-0 roll call vote. Aye: Morris, Finucane, Smith, McAdams, Verbic, Faivre, Mayor Smith. Nay: None.

ATTEST:

RUTH A. SCOTT, Executive Assistant

JERRY SMITH, Mayor
EXCHANGE OF REAL ESTATE AGREEMENT

This Agreement (the “Agreement”), by and between the City of DeKalb (the “City”), an Illinois home rule municipal corporation, and the Emma Andreacchi Revocable Living Trust (the “Trust”), collectively referred to as the Parties, and in consideration of the covenants set forth herein, agree as follows:

RECITALS

WHEREAS, 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 City is the owner in fee simple of real property legally described, attached hereto, and incorporated herein as Exhibit A (the “Edgebrook Property”); and

WHEREAS, the Trust is the owner in fee simple of real property legally described, attached hereto, and incorporated herein as Exhibit B (the “Blackhawk Property”); and

WHEREAS, the Parties desire to exchange the Edgebrook Property and Blackhawk Property upon and subject to all of the terms, provisions, and conditions set forth in this Agreement; and

WHEREAS, the City’s corporate authorities find that the Edgebrook Property is no longer needed by the City for the public interest, the Blackhawk Property will prove useful to the City and will be for the public interest, and the total value of the Blackhawk Property is approximately equal to or exceeds the value of Edgebrook Property; and

NOW, THEREFORE, in consideration of and in reliance upon the above Recitals, which are incorporated in and made a part of this Agreement, and for and in consideration of the mutual covenants and conditions set forth herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Property to be exchanged. The City agrees to convey to the Trust the Edgebrook Property as legally described, attached hereto, and incorporated herein as Exhibit A. The Trust agrees to convey to the City the Blackhawk Property as legally described, attached hereto, and incorporated herein as Exhibit B.

2. Payment. No payment shall be made by either party for the exchange of property in this Agreement, regardless of any difference in value between the Blackhawk Property and the Edgebrook Property.

3. Possession. At closing, the City shall deliver possession of the Edgebrook Property to the Trust, and the Trust shall deliver possession of the Blackhawk Property to the City.
4. **Deed.** The City agrees to convey the Edgebrook Property to the Trust by a good and sufficient recordable special warranty deed, subject only to covenants, conditions, restrictions and easements apparent or of record and to all applicable zoning laws and ordinances. The Trust agrees to convey the Blackhawk Property to the City by a good and sufficient recordable special 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 City shall be responsible for ordering and paying, at its sole cost and expense, 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 insuring title to the Blackhawk Property in the City’s name in such amount as desired by the City. The Trust shall be responsible for ordering and paying, at its sole cost and expense, 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 insuring title to the Edgebrook Property in the Trust’s name in such amount as may be desired by the Trust. The City and the Trust shall use the same mutually agreed upon Title Insurance Company.

   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; and existing mortgages which shall be paid by the mortgagor at closing.

   C. **Survey.** If the Trust requires a survey of the Edgebrook Property, it shall be the Trust’s responsibility to obtain such survey at its own expense. The Trust has provided the City with a Survey of the Blackhawk Property dated April 30, 2007. The Trust shall provide the City with a no change affidavit in a form acceptable to the Title Insurance Company, if such affidavit can truthfully be made by the Trust. If the City requires an additional survey of the Blackhawk Property, it shall be the Trust’s responsibility to obtain such survey at its own expense.

   D. If title evidence or any survey discloses exceptions other than those permitted, the Parties shall give written notice of such exceptions to each other within 15 days. The Parties shall have 15 days upon receipt of said written notice to have such title exceptions removed. If a Party is unable to cure such exception, then the other Party shall have the option to terminate this Agreement.

6. **Closing.** The Closing Date shall be November 29, 2019, or such earlier or later date as the Parties may agree in writing, subject to the applicable provisions of this Agreement. If the scheduled Closing Date does not fall on a business day, the Closing Date shall be the next business day thereafter.
7. **Deliveries.** On the Closing Date, provided all conditions and contingencies have been satisfied, the Parties shall deposit or cause to be deposited with the Title Company, or deliver to each other, the following, each duly executed and notarized, as appropriate:

(i) A Special Warranty Deed, meeting the requirements of this Agreement transferring the property it owns to the other party;

(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;

(iii) An Affidavit of Title signed by the party conveying the property to be exchanged in the same or substantially similar form as attached Exhibit D;

(iv) A Bill of Sale for all improvements and fixtures located on the property to be exchanged, if any, in the customary form;

(v) All documents necessary to release any mortgages, liens or other interests in the property to be exchanged, 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;

(vii) 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;

(viii) Any amounts necessary to pay any costs, pro-rations and fees required to be paid by each Party less any applicable credits;

(ix) 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;

(x) Closing Statement; and

(xi) 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 either to or from a public entity.
8. **Closing Costs.** The Closing costs shall be paid as follows:

**By City:**

(a) Preparation of the Deed and documents for the Edgebrook Property;

(b) Preparation of the documents required of the City to receive the Blackhawk Property and the title insurance cost for the Blackhawk Property;

(c) Recording fees for the Deed for the Blackhawk Property;

(d) Any other closing costs customarily charged to the City, as the Seller of the Edgebrook Property, or as the Buyer of the Blackhawk Property that are not otherwise allocated pursuant to this Section;

(e) Its legal expenses; and

(f) One-half of the closing escrow fee.

**By Trust:**

(a) Preparation of the Deed and documents for the Blackhawk Property;

(b) Preparation of the documents required of the Trust to receive the Edgebrook Property and the title insurance cost for the Edgebrook Property;

(c) Recording fees for the Deed for the Edgebrook Property;

(d) Any other closing costs customarily charged to the Trust, as the Seller of the Blackhawk, or as the Buyer of the Edgebrook Property that are not otherwise allocated pursuant to this Section;

(e) Its legal expenses; and

(f) One-half of the closing escrow fee.

9. **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. Each party agrees to indemnify, defend and hold harmless the other party, and
that party's successors and assigns, with respect to any claim by any person or entity claiming to have been engaged by either party so as to become entitled to any such fee or commission.

10. **Real estate taxes and proration.** The City represents that the Edgebrook Property is currently exempt from any property taxes. Any and all prior real estate taxes due for the Edgebrook Property for any period prior to closing, if any, shall be paid by City prior to or at closing. If necessary, the City 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.

The City shall be responsible to pay all water charges, if any, due for the period prior to closing for the Edgebrook Property. The City shall 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 City has not paid such water charges on or prior to closing.

The Trust shall pay any and all prior real estate taxes due for the Blackhawk Property for any period prior to closing, if any. If necessary, the Trust 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. For the 2019 real estate taxes, at Closing, Trust shall provide a credit to City for the period of the Trust’s ownership prorated based on one hundred ten percent (110%) of the 2018 tax bill. All closing prorations and credits shall be final. After closing the City shall be responsible for filing the necessary documents to exempt the Blackhawk Property from any property taxation due after the date of closing.

Trust shall also be responsible to pay all water charges, if any, due for the period prior to closing for the Blackhawk Property. 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 Trust has not paid such water charges on or prior to closing.

11. **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 exchange of properties in this Agreement as being exempt from any State, County, or local real estate transfer taxes.

12. **Personal property.** All personal property and fixtures located on or within real estate, if any, shall be transferred to the Parties at closing by a Bill of Sale which is in a form that is acceptable to the Parties.
13. **Due diligence period and right to cancel.** The Parties shall have until 5:00 p.m. on November 15, 2019 to evaluate the properties to be exchanged and title to determine whether it is satisfactory for each Party’s intended uses and needs (“Feasibility Period”). During the Feasibility Period, each Party and its agents and contractors shall have the right to inspect the property to be exchanged and all conditions affecting the property to be exchanged, and to determine in each Party’s sole discretion, that the physical and environmental condition, as well as all other circumstances relevant to the property to be exchanged, are satisfactory to the Parties in all respects, including but not limited to, the existence of any unpermitted exceptions as disclosed in the title commitment, the existence of any defects as disclosed in any survey, and all other circumstances related to each Party’s intended uses and needs.

From and after the date of this Agreement through the expiration of the Feasibility Period, the Parties and their representatives shall have, upon reasonable advance notice, access to and entry upon the property to be exchanged and any improvements located thereon for any lawful purpose, including without limitation, site analysis, test borings, engineering studies, environmental evaluations, and appraisals. Each Party shall be responsible for all the costs of its inspections. Each Party shall restore any damage caused by each Party as a result of its inspections. Each Party shall notify JULIE for a location of utility facilities in advance of any excavation/boring. Each Party shall indemnify and hold harmless the other Party and its respective officers, directors, shareholders, personal representatives, trustees, agents, and employees from and against any and all claims, losses, costs, expenses, liabilities and damages (including reasonable attorney’s fees and court costs) arising out of or caused by the actions of each Party with respect to each Party’s inspections.

Each Party may terminate this Agreement at any time during the Feasibility Period, or during any extended Feasibility Period, for any reason by giving written notice to the other Party mailed within the due diligence period to the address set forth in the signature section of this Agreement. If a Party does not timely mail a notice of termination under this Section, then said Party shall be deemed to have waived its conditions and rights under this Section, and said Party shall be fully obligated under the terms and conditions of this Agreement, subject to any other contingencies set forth in this Agreement.

The parties may agree to extend the Feasibility Period by written agreement.

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

15. **IRS Section 1445.** Each Party 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. Each Party will furnish to the other Party at closing the Exemption Certification set forth in said Section.
16. **Condition of property.** The Parties agree to accept the property to be exchanged in its "as-is" condition, and the Parties disclaim all warranties express or implied as to the condition of the property to be exchanged.

17. **Environmental matters.** Each Party represents to the other Party Purchaser that it has no actual knowledge of any hazardous substances or hazardous materials, including, without limitation, all substances, the presence of which on the property to be exchanged, or any portion thereof, could subject the owner or occupant of such land, or both, to civil or criminal penalties or damages, or responsibility for clean-up of such substances. To each Party's actual knowledge, each Party represents that it has not caused the generation, storage or release of any hazardous substances or hazardous materials upon the property to be exchanged.

This Section contains each Party's sole representations and warranties regarding environmental matters. Other than as provided in this Section, each Party hereby releases and discharges the other Party, its directors, officers, employees, agents, successors and assigns from any and all suits, demands, causes of action, damages, consequential damages, losses, costs and expenses of any kind, whether known or unknown, which each Party had, has or at any time may have, based on (i) any hazardous material laws; (ii) any discharge, disposal, release or escape of any hazardous material, on, at, to or from the property to be exchanged (including all facilities, improvements, structures and equipment thereon, surface water thereon or adjacent thereto, and soil or groundwater thereunder); and (iii) any environmental conditions whatsoever on, under or in the vicinity of the property to be exchanged.

18. **Default.** If any Party defaults under this Agreement, the other Party may waive the default and proceed to closing, seek specific performance, or refuse to close and cancel this Agreement with both parties being relieved of all further obligations under this Agreement. Except for failure to close on the Closing Date, a Party may not exercise its remedies until after it delivers notice of the alleged default to the other Party and the other Party fails to cure within ten (10) days after receipt of the default notice. The remedies provided herein shall be the sole and exclusive remedies for either Party's default under this Agreement.

19. **Time is of the essence.** Time is of the essence for this Agreement.

20. **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.

21. **Amendment.** This Agreement may be amended only by the mutual agreement of the Parties evidenced by a written amendment adopted and executed by the Parties.
22. **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.

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

24. **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.

25. **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.

**(SIGNATURE PAGE)**

<table>
<thead>
<tr>
<th>TRUST</th>
<th>CITY</th>
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<tbody>
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<td>Emma Andreacchi Trust</td>
<td>City of DeKalb</td>
</tr>
<tr>
<td>41W746 McDonald Rd.</td>
<td>200 S. 4th Street</td>
</tr>
<tr>
<td>Elgin, IL 60124</td>
<td>DeKalb, IL 60115</td>
</tr>
<tr>
<td>By: __________________</td>
<td>By: Jerry Smith, Mayor</td>
</tr>
<tr>
<td>Emma Andreacchi, Trustee</td>
<td>Date: <em><strong>/</strong></em>/___</td>
</tr>
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**TRUST ATTEST**

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**CITY ATTEST**

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<td>Emma Andreacchi, Trustee</td>
<td>Jerry Smith, Mayor</td>
</tr>
<tr>
<td>Date: 10-31-19</td>
<td>Date: [Signature]</td>
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**TRUST ATTEST**

__________________________

**CITY ATTEST**

__________________________
EXHIBIT A TO REAL ESTATE EXCHANGE AGREEMENT  
(Legal Description for Edgebrook Property)

The Edgebrook Property is legally described as follows:

Easterly 44.22 feet of Lot 16 and all of Lot 17 in Block 3 in SIXTH ADDITION TO ROLLING MEADOWS, a subdivision of a part of Section 15, Township 40 North, Range 4 East of the Third Principal Meridian, according to the Plat thereof recorded August 28, 1964, as Document No. 323083, in Plat Book "N", page 7, in DeKalb County, Illinois.
EXHIBIT B TO REAL ESTATE EXCHANGE AGREEMENT
(Legal Description for Blackhawk Property)

The Blackhawk Property is legally described as follows:

Lot 1 of DEK SUBDIVISION, being a part of the Northwest Quarter of Section 15, Township 40 North, Range 4 East of the Third Principal Meridian, according to the Plat thereof recorded November 15, 1978, in Book "S" of Plats, page 2, as Document No. 416803, in DeKalb County, Illinois.

PIN No.: 0815101013
EXHIBIT C TO REAL ESTATE EXCHANGE AGREEMENT
(Special Warranty Deed)

[This space is intentionally left blank]
SPECIAL WARRANTY DEED

Prepared by: 

MAIL TO:

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

Grantees Address:
SEND SUBSEQUENT TAX BILLS TO:

City of DeKalb
200 S. 4th St.
DeKalb, IL 6015

THE GRANTOR, Emma Andreacchi Revocable Living Trust, with an address located at 41W746 McDonald Road, City of Elgin, County of Kane and State of Illinois, given under the hand of Trustee Emma Andreacchi, and for an exchange of real estate and other valuable consideration, CONVEYS and WARRANTS to the GRANTEE, 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, all interest in the following described Real Estate situated in the County of DeKalb and in the State of Illinois, to-wit:

Lot 1 of DEK SUBDIVISION, being a part of the Northwest Quarter of Section 15, Township 40 North, Range 4 East of the Third Principal Meridian, according to the Plat thereof recorded November 15, 1978, in Book "S" of Plats, page 2, as Document No. 416803, in DeKalb County, Illinois.

PIN No.: 0815101013

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(g).

DATED the 31st day of October, 2019.

Emma Andreacchi, Trustee

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 the Emma Andreacchi Revocable Living Trust, under the hand of the Trustee, Emma Andreacchi, 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 official seal this 31st day of October, 2019.

Notary Public

OFFICIAL SEAL
NICOLETTE SALSBURY
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:06/05/20
PLAT ACT AFFIDAVIT
(Pursuant to 765 ILCS 205/1)

STATE OF ILLINOIS
COUNTY OF DeKalb

Emma Andreacchi, the grantor or his/her agent, being duly sworn on oath, states that he/she resides at 41 W 746 McDonald Rd Elgin IL 60124.

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 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 of less than five acres from a larger tract, the dimensions and configurations of said larger 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 DeKalb County, State of Illinois, to accept the attached deed for recording.

SUBSCRIBED AND SWORN TO before me this 18th day of December, 2019.

Signature of Notary Public

Signature of Affiant

[Seal]

Destiny M Conine
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 10/31/21
SPECIAL WARRANTY DEED

Illinois Statutory

Grantees Address:
MAIL TO:

Emma Andreacchi Revocable Trust
41W746 McDonald Rd.
Elgin, IL 60124

SEND SUBSEQUENT TAX BILLS TO:

Emma Andreacchi Revocable Living Trust
41W746 McDonald Rd.
Elgin, IL 60124

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 an exchange of real estate and other valuable consideration, CONVEYS and WARRANTS to the GRANTEE, Emma Andreacchi Revocable Living Trust, with an address located at 41W746 McDonald Road, City of Elgin, County of Kane 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:

DATED May 1, 2001

Easterly 44.22 feet of Lot 16 and all of Lot 17 in Block 3 in SIXTH ADDITION TO ROLLING MEADOWS, a subdivision of a part of Section 15, Township 40 North, Range 4 East of the Third Principal Meridian, according to the Plat thereof recorded August 28, 1964, as Document No. 323083, in Plat Book "N", page 7, in DeKalb County, Illinois.

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 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 hereby 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 18th day of August, 2019.

Notary Public

Page 12 of 18
EXHIBIT D TO REAL ESTATE EXCHANGE AGREEMENT
(Affidavit of Title)

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AFFIDAVIT OF TITLE

STATE OF ILLINOIS )
COUNTY OF DEKALB ) SS.

The undersigned, Emma Andreacchi Revocable Living Trust, by its Trustee Emma Andreacchi, 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:

Lot 1 of DEK SUBDIVISION, being a part of the Northwest Quarter of Section 15, Township 40 North, Range 4 East of the Third Principal Meridian, according to the Plat thereof recorded November 15, 1978, in Book "S" of Plats, page 2, as Document No. 416803, in DeKalb County, Illinois.

PIN No.: 0815101013

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.


Emma Andreacchi, Trustee

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 Emma Andreacchi, 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 Trustee of the Emma Andreacchi Revocable Living Trust, as the free and voluntary act of the Emma Andreacchi Revocable Living Trust for the uses and purposes therein set forth.

Given under my hand and official seal and sworn to before me this 31st day of Oct, 2019.

Notary Public

OFFICIAL SEAL
NICOLETTE SALSbury
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 06/05/20
A. U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT

SETTLEMENT STATEMENT

B. TYPE OF LOAN:

1. FHA
2. FmHA
3. CONV. UNINS.
4. VA
5. CONV. INS.

6. FILE NUMBER: 00030265
7. LOAN NUMBER: 00030265

8. MORTGAGE INS CASE NUMBER:

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 "[POC]" 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:
Emma Andreacchi Revocable Living Trust
41W746 McDonald Rd
Elgin, IL 60123

F. NAME AND ADDRESS OF LENDER:
American Title Guaranty, Inc.
PLACE OF SETTLEMENT
2045 Aberdeen Ct Ste B
Sycamore, IL 60178

I. SETTLEMENT DATE: December 18, 2019

<table>
<thead>
<tr>
<th>J. SUMMARY OF BORROWER'S TRANSACTION</th>
<th>K. SUMMARY OF SELLER'S TRANSACTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>100. GROSS AMOUNT DUE FROM BORROWER:</td>
<td>400. GROSS AMOUNT DUE TO SELLER:</td>
</tr>
<tr>
<td>100,000.00</td>
<td>100,000.00</td>
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<tr>
<td>102. Personal Property</td>
<td>402. Personal Property</td>
</tr>
<tr>
<td>103. Settlement Charges to Borrower</td>
<td>403.</td>
</tr>
<tr>
<td>(Line 1400)</td>
<td>404.</td>
</tr>
<tr>
<td>310.00</td>
<td>405.</td>
</tr>
<tr>
<td>104.</td>
<td>406. Adjustments For Items Paid By</td>
</tr>
<tr>
<td>105.</td>
<td>Seller in advance</td>
</tr>
<tr>
<td>106. City/Town Taxes</td>
<td>406. City/Town Taxes</td>
</tr>
<tr>
<td>to</td>
<td>407. County Taxes</td>
</tr>
<tr>
<td>107. County Taxes</td>
<td>408. Assessments</td>
</tr>
<tr>
<td>to</td>
<td>409.</td>
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<tr>
<td>108. Assessments</td>
<td>410.</td>
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<td>to</td>
<td>411.</td>
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<td>109.</td>
<td>412.</td>
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<td>110.</td>
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<td>111.</td>
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<tr>
<td>112.</td>
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<tr>
<td>120. GROSS AMOUNT DUE FROM BORROWER:</td>
<td>420. GROSS AMOUNT DUE TO SELLER:</td>
</tr>
<tr>
<td>100,310.00</td>
<td>100,000.00</td>
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<tr>
<td>200. AMOUNTS PAID BY OR IN BEHALF OF</td>
<td>600. REDUCTIONS IN AMOUNT DUE TO SELLER:</td>
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<tr>
<td>BORROWER:</td>
<td>501. Excess Deposit (See Instructions)</td>
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<tr>
<td>201. Deposit or earnest money</td>
<td>502. Settlement Charges to Seller (Line 1400) 858.00</td>
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<tr>
<td>202. Principal Amount of New Loan(s)</td>
<td>503. Existing loan(s) taken subject to</td>
</tr>
<tr>
<td>203. Existing loan(s) taken subject to</td>
<td>504. Payoff of first Mortgage</td>
</tr>
<tr>
<td>204. Proceeds from trade property</td>
<td>505. Payoff of second Mortgage</td>
</tr>
<tr>
<td>99,197.00</td>
<td>506.</td>
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<tr>
<td>205.</td>
<td>507.</td>
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<td>207.</td>
<td>509.</td>
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<td>208.</td>
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<tr>
<td>209. Adjustments For Items Unpaid By</td>
<td></td>
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<tr>
<td>Seller</td>
<td></td>
</tr>
<tr>
<td>210. City/Town Taxes</td>
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<tr>
<td>to</td>
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<tr>
<td>211. County Taxes</td>
<td>510. City/Town Taxes</td>
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<tr>
<td>01/01/19 to 12/18/19</td>
<td>01/01/19 to 12/18/19</td>
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<td>2,986.90</td>
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<td>212. Assessments</td>
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<tr>
<td>to</td>
<td>513.</td>
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<tr>
<td>213.</td>
<td>514.</td>
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<td>214.</td>
<td>515.</td>
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<tr>
<td>215.</td>
<td>516.</td>
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<tr>
<td>216.</td>
<td>517. Proceeds to trade property to American Title Guaranty 96,145.10</td>
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<td>217.</td>
<td>518.</td>
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<td>217.</td>
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<td>218.</td>
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<td>219.</td>
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<tr>
<td>220. TOTAL PAID BY/FOR BORROWER</td>
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<td>102,183.90</td>
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<td>300. CASH AT SETTLEMENT FROM TO BORROWER:</td>
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<tr>
<td>301. Gross Amount Due From Borrower (Line 120)</td>
<td>100,310.00</td>
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<td>302. Less Amount Paid By/For Borrower (Line 220)</td>
<td>( 102,183.90 )</td>
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<tr>
<td>303. CASH ( FROM ) ( X TO ) BORROWER</td>
<td>1,873.90</td>
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<tr>
<td>Line</td>
<td>Description</td>
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<tr>
<td>701.</td>
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<tr>
<td>702.</td>
<td>$25,000.00</td>
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<tr>
<td>703.</td>
<td>Commission Paid at Settlement</td>
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<td>704.</td>
<td>to</td>
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<td>801.</td>
<td>Loan Origination Fee</td>
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<td>802.</td>
<td>Loan discount</td>
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<td>Appraisal Fee</td>
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<td>804.</td>
<td>Credit Report</td>
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<td>805.</td>
<td>Lender's Inspection Fee</td>
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<td>806.</td>
<td>Mortgage Ins. App. Fee</td>
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<td>807.</td>
<td>Assumption Fee</td>
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<td>Interest From</td>
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<td>Mortgage Insurance Premium</td>
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<td>Hazard Insurance Premium</td>
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<td>Assessments</td>
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<td>1006.</td>
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<td>1007.</td>
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<td>1008.</td>
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<td>1100.</td>
<td>Settlement or Closing Fee</td>
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<td>1102.</td>
<td>Abstract or Title Search</td>
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<td>1103.</td>
<td>Title Examination</td>
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<td>1104.</td>
<td>Title Insurance Binder</td>
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<td>1105.</td>
<td>Document Preparation</td>
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<td>1106.</td>
<td>Notary Fees</td>
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<td>1107.</td>
<td>Attorney's Fees</td>
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<td>Title Insurance</td>
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<td>1109.</td>
<td>Owner's Coverage</td>
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<td>1110.</td>
<td>CPL Fees</td>
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<td>1111.</td>
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<tr>
<td>1201.</td>
<td>Recording Fees: Deed $</td>
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<tr>
<td>1202.</td>
<td>City/County Tax/Stamps: Deed</td>
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<tr>
<td>1203.</td>
<td>State Tax/Stamps: Deed</td>
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<tr>
<td>1204.</td>
<td>State of IL-DR Policy Fee</td>
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<td>1300.</td>
<td>Survey</td>
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<tr>
<td>1301.</td>
<td>Pest Inspection</td>
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<tr>
<td>1302.</td>
<td></td>
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<tr>
<td>1400.</td>
<td>TOTAL SETTLEMENT CHARGES</td>
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</table>

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

Borrower: City of DeKalb
Seller: Emma Andreacchi Revocable Living Trust
Settlement Agent: American Title Guaranty, Inc.
(815)756-3611
Place of Settlement: 2045 Aberdeen Ct Ste B
Sycamore, IL 60178
Settlement Date: December 18, 2019
Property Location: Lot 1 DEK Subdivision Blackhawk Dr
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.

City of DeKalb
BY: [Signature]
Emma Andreacchi Revocable Living Trust
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.

[Signature]
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.
Illinois Agent Issued Buyer Closing Protection Letter

12/18/2019

City of DeKalb
200 S 4th St
DeKalb, IL 60115
Phone:  
Fax:  

Transaction File Number (hereafter, "the Real Estate Transaction"): 00030285

Buyer: City of DeKalb
Property Address: LOT 1 DEK SUBDIVISION BLACKHAWK DR, DEKALB, IL 60115
Loan Number: 

Name of Issuing Agent or Approved Attorney ("title insurance agent"):  

American Title Guaranty, Inc.
2045 Aberdeen Court
Suite B
Sycamore, IL 60178

Re: Buyer 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 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 for your protection in connection with the closing of the Real Estate Transaction;

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

(C) The aggregate of all funds you transmit to 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:

Validation Code: dd91dabd-485c-47 Online Validation: https://agency.myfirstam.com/validation/
Agency Support Center - 8605 Largo Lakes Dr., Suite 100, Largo, FL 33773, 1-866-701-3361
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

2. Fraud, dishonesty or negligence of the title insurance agent in handling your funds or documents in connection with the closing to the extent that fraud, dishonesty or negligence relates to the status of the title to that interest in land or to the extent that the fraud, dishonesty, or negligence relates to funds paid to you or on behalf of you.

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, purchase, 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 written closing instructions.

D. Fraud, dishonesty or negligence of your employee, agent, attorney, broker, seller/lessor, 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.

Validation Code: dd91dab485c-47

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

Agency Support Center - 8605 Largo Lakes Dr., Suite 100, Largo, FL 33773, 1-866-701-3361
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 those other 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 the Buyer 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
PTAX-203
Illinois Real Estate Transfer Declaration

Step 1: Identify the property and sale information.

1. Street address of property (or 911 address, if available):
   Black Lake
   GOOFS

2. City or village:
   Leclaire

3. Township:

4. Date of instrument: 10/2019

5. Type of instrument (Mark with an "X"):
   X Special
   Quit claim deed
   Warranty deed

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.
   A X 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):

Step 2: Calculate the amount of transfer tax due.

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")
   X Demolition/damage
   Additions
   X Major remodeling
   New construction
   Other (specify):

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):

11. Full actual consideration
    12a Amount of personal property included in the purchase
    12b Was the value of a mobile home included on Line 12a?

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

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

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

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.

18. Divide Line 17 by 500. Round the result to the next highest whole number (e.g., 51.002 rounds to 62).

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

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

21. Add Lines 19 and 20. This is the total amount of transfer tax due.
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 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 grantor 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.)
Emma Andreachi, as Trustee of

Street address (after sale)
41 W 746 McDonald Rd Elgin IL 60124

Buyer Information (Please print.)

Mail tax bill to:

Preparer Information (Please print.)

Preparer’s and company’s name

Preparer’s e-mail address (if available)

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

To be completed by the Chief County Assessment Officer

<table>
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<tr>
<th>County</th>
<th>Township</th>
<th>Class</th>
<th>Cook-Minor</th>
<th>Code 1</th>
<th>Code 2</th>
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<tbody>
<tr>
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</tbody>
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<thead>
<tr>
<th>Year prior to sale</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Does the sale involve a mobile home assessed as real estate?</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>

Comments

Illinois Department of Revenue Use

Tab number
American Title Guaranty, Inc.  
Agency/Escrow-Disbursement Agreement

RE: Andreacchi Trust and City of DeKalb

Seller and Buyer

Property commonly known as: Lot 1 DEK Subdivision Blackhawk Dr, DeKalb, IL

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 1-9, 11-15
   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.
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.

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

[Signatures]
Seller

Buyer
FIRST AMERICAN TITLE
ALTA (2006) LOAN AND EXTENDED COVERAGE STATEMENT (ILLINOIS FORM)

Commitment # 00030285

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)

X. Emmer Andrews

Individuals/Beneficiaries of Trust or Purchaser(s)


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: _________

Attest: _________

President

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: _________

Attest: _________

President

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: _________
A. U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT

SETTLEMENT STATEMENT

D. NAME AND ADDRESS OF BORROWER:
Emma Andreacchi Revocable Living Trust
41W746 McDonald Rd
Elgin, IL 60123

G. PROPERTY LOCATION:
912 Edgebrook Dr
DeKalb, IL 60115
DeKalb County, Illinois

J. SUMMARY OF BORROWER'S TRANSACTION

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>101.</td>
<td>Contract Sales Price</td>
<td>$100,000.00</td>
</tr>
<tr>
<td>102.</td>
<td>Personal Property</td>
<td>(290.00)</td>
</tr>
<tr>
<td>103.</td>
<td>Settlement Charges to Borrower (Line 1400)</td>
<td>(290.00)</td>
</tr>
<tr>
<td>105.</td>
<td>Adjustments For Items Paid By Seller in advance</td>
<td>(96,145.10)</td>
</tr>
<tr>
<td>120.</td>
<td>GROSS AMOUNT DUE FROM BORROWER</td>
<td>(100,290.00)</td>
</tr>
<tr>
<td>204.</td>
<td>Proceeds from trade property</td>
<td>(96,145.10)</td>
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K. SUMMARY OF SELLER'S TRANSACTION

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>401.</td>
<td>Contract Sales Price</td>
<td>$100,000.00</td>
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<tr>
<td>402.</td>
<td>Personal Property</td>
<td>(803.00)</td>
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<tr>
<td>403.</td>
<td>Settlement Charges to Seller (Line 1400)</td>
<td>(803.00)</td>
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<tr>
<td>404.</td>
<td>Existing loan(s) taken subject to</td>
<td>(99,197.00)</td>
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<tr>
<td>420.</td>
<td>GROSS AMOUNT DUE TO SELLER</td>
<td>(100,000.00)</td>
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</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 "IPO" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

E. NAME AND ADDRESS OF SELLER:
City of DeKalb
200 S 4th St
DeKalb, IL 60115

H. SETTLEMENT AGENT:
American Title Guaranty, Inc.
PLACE OF SETTLEMENT
2045 Aberdeen Ct Ste B
Sycamore, IL 60178

I. SETTLEMENT DATE:
December 18, 2019

B. TYPE OF LOAN:
1. FHA
2. FHA
3. VA
4. VA
5. VA
6. MORTGAGE INS CASE NUMBER:
00003286A
7. LOAN NUMBER:
8. FILE NUMBER:
### L. SETTLEMENT CHARGES

<table>
<thead>
<tr>
<th>Line</th>
<th>Description</th>
<th>Amount(s)</th>
<th>Payee</th>
<th>Source</th>
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<tbody>
<tr>
<td>701</td>
<td>Total Commission Based on Price</td>
<td>$ @ %</td>
<td>BORROWERS</td>
<td>SELLERS</td>
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<tr>
<td>702</td>
<td>Division of Commission (line 700) as</td>
<td></td>
<td>FUND AT</td>
<td>FUND AT</td>
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<tr>
<td></td>
<td>follows:</td>
<td></td>
<td>SETTLEMENT</td>
<td>SETTLEMENT</td>
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<tr>
<td>703</td>
<td>Commission Paid at Settlement</td>
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<td>704</td>
<td></td>
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</tr>
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<td>800</td>
<td>ITEMS PAYABLE IN CONNECTION WITH LOAN</td>
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<td></td>
<td></td>
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<tr>
<td>801</td>
<td>Loan Origination Fee</td>
<td>% to</td>
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<tr>
<td>802</td>
<td>Loan Discount</td>
<td>% to</td>
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<tr>
<td>803</td>
<td>Appraisal Fee</td>
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<td></td>
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<tr>
<td>804</td>
<td>Credit Report</td>
<td>to</td>
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<td>805</td>
<td>Lender's Inspection Fee</td>
<td>to</td>
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<tr>
<td>806</td>
<td>Mortgage Ins. App. Fee</td>
<td>to</td>
<td></td>
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<tr>
<td>807</td>
<td>Assumption Fee</td>
<td>to</td>
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<tr>
<td>808</td>
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<td>811</td>
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<td>900</td>
<td>ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE</td>
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<td>901</td>
<td>Interest From</td>
<td>$ @ $</td>
<td>@ $ per</td>
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<td>902</td>
<td>Mortgage Insurance Premium</td>
<td>for months</td>
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<td>903</td>
<td>Hazard Insurance Premium</td>
<td>for 1.0 years</td>
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<td>904</td>
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<td>905</td>
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<tr>
<td>1000</td>
<td>RESERVES DEPOSITED WITH LENDER</td>
<td>@ $</td>
<td>per</td>
<td></td>
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<tr>
<td>1001</td>
<td>Hazard Insurance</td>
<td>@ $</td>
<td>per</td>
<td></td>
</tr>
<tr>
<td>1002</td>
<td>Mortgage Insurance</td>
<td>@ $</td>
<td>per</td>
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<td>1003</td>
<td>City/County Taxes</td>
<td>@ $</td>
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<td>1004</td>
<td>County Taxes</td>
<td>@ $</td>
<td>per</td>
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<tr>
<td>1005</td>
<td>Assessments</td>
<td>@ $</td>
<td>per</td>
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<tr>
<td>1006</td>
<td></td>
<td>@ $</td>
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<td>1007</td>
<td></td>
<td>@ $</td>
<td>per</td>
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<td>1008</td>
<td></td>
<td>@ $</td>
<td>per</td>
<td></td>
</tr>
<tr>
<td>1100</td>
<td>TITLE CHARGES</td>
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<td>1101</td>
<td>Settlement or Closing Fee</td>
<td>$ 200.00</td>
<td>American Title Guaranty, Inc.</td>
<td>200.00</td>
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<td>1102</td>
<td>Abstract or Title Search</td>
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<td>1103</td>
<td>Title Examination</td>
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<td>1104</td>
<td>Title Insurance Binder</td>
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<td>1105</td>
<td>Document Preparation</td>
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<td>1106</td>
<td>Notary Fees</td>
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<td>1107</td>
<td>Attorney's Fees</td>
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<td>1108</td>
<td>Title Insurance (includes above item numbers:)</td>
<td>$ 0.00</td>
<td>American Title Guaranty</td>
<td>550.00</td>
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<td>1109</td>
<td>Lender's Coverage</td>
<td>$</td>
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<td>1110</td>
<td>Owner's Coverage</td>
<td>$ 550.00</td>
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<td>1111</td>
<td>CPL Fees</td>
<td>$ 25.00</td>
<td>American Title Guaranty, Inc.</td>
<td>50.00</td>
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<td>1200</td>
<td>GOVERNMENT RECORDING AND TRANSFER CHARGES</td>
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<tr>
<td>1201</td>
<td>Recording Fees: Deed $ 65.00; Mortgage $ 65.00</td>
<td>Releases $</td>
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<td>65.00</td>
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<td>1202</td>
<td>City/County TaxStamps: Deed $ 0.00; Mortgage $ 0.00</td>
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<td>State TaxStamps: Deed $ 0.00; Mortgage $ 0.00</td>
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<td>1204</td>
<td>State of IL-DWI Policy Fee</td>
<td>to</td>
<td>American Title Guaranty, Inc.</td>
<td>3.00</td>
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<td>1300</td>
<td>ADDITIONAL SETTLEMENT CHARGES</td>
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<tr>
<td>1301</td>
<td>Survey</td>
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<tr>
<td>1302</td>
<td>Pest Inspection</td>
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<tr>
<td>1303</td>
<td></td>
<td></td>
<td></td>
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<td>1304</td>
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<tr>
<td>1305</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>1400</td>
<td>TOTAL SETTLEMENT CHARGES</td>
<td>$ 290.00</td>
<td></td>
<td>803.00</td>
</tr>
</tbody>
</table>

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

Borrower: Emma Andreacchi Revocable Living Trust
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: December 18, 2019
Property Location: 912 Edgebrook Dr
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.

Emma Andreacchi Revocable Living Trust
BY: Emma Andreacchi

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.
# SUBSTITUTE FORM 1099-S
## PROCEEDS FROM REAL ESTATE TRANSACTIONS
### FOR THE TAX YEAR: 2019

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

**Seller/Transferor’s Name and Address**
City of DeKalb
200 S 4th St
DeKalb, IL 60115

<table>
<thead>
<tr>
<th>Date of Closing</th>
<th>Gross Proceeds</th>
<th>Property or Services</th>
<th>Foreign Person</th>
<th>Buyer’s Part of Real Estate Tax</th>
</tr>
</thead>
<tbody>
<tr>
<td>December 18, 2019</td>
<td>100000.00</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Address or Legal Description:**
912 Edgebrook Dr/DeKalb IL 60115

---

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. I ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

[Signature]
12-18-19

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 8824 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.

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For Paperwork Reduction Act Notice, see the 2019 Instructions for Forms 1099, 1098, 5498, and W-2G.
Department of the Treasury - Internal Revenue Service
To Whom It May Concern:

In consideration of Your acceptance of this letter, Fidelity National Title Insurance Company (the "Company"), agrees to indemnify You for actual loss of Funds incurred by You in connection with the closing of the referenced real estate transaction (the "Real Estate Transaction") conducted by the Settlement Agent or Approved Attorney on or after the Date of this letter, subject to the Requirements and Conditions and Exclusions set forth below:

REQUIREMENTS

1. The Company issues or is contractually obligated to issue a Policy in connection with the Real Estate Transaction;
2. You are to be:
   (a) a lender secured by an Insured Mortgage on the Title to the Land or a borrower under an Insured Mortgage on the Title to the Land;
   (b) a purchaser or lessee of the Title to the Land who will be insured under a policy to be issued by the Company; or
   (c) a seller of the Title to the Land, provided that the Company issues or is contractually obligated to issue a Policy to your purchaser or your purchaser's lender;
3. The aggregate of all Funds You transmit to the Settlement Agent or Approved Attorney for the Real Estate Transaction does not exceed $5,000,000.00; and
4. Your loss is solely caused by:
   (a) Failure of the Settlement Agent to comply with your written closing instructions to the extent that they relate to (a) the status of the Title to the Land or the validity, enforceability and priority of the lien of the Insured Mortgage on the Title to the Land, including the obtaining of documents and the disbursement of Funds necessary to establish the status of Title to the Land of lien of the Insured Mortgage, or (b) the obtaining of any other document, specifically required by you, but only to the extent the failure to obtain the other document affects the status of the Title to the Land or the validity, enforceability and priority of the lien of the Insured Mortgage on the Title to the Land; or
   (b) Fraud, dishonesty or negligence of the Settlement Agent in handling your Funds (including Funds shown as to be paid to you or on your behalf on the settlement statement prepared by the Settlement Agent) or documents in connection with the subject closing to the extent that fraud, dishonesty or negligence relates to the status of the Title to the Land or the validity, enforceability, and priority of the lien of the Insured Mortgage on the Title to the Land.

CONDITIONS AND EXCLUSIONS

1. Your transmittal of Funds or documents to the Settlement Agent or Approved Attorney for the Real Estate Transaction constitutes Your acceptance of this letter.
2. For purposes of this letter:
   (a) "Commitment" means the Company's written contractual agreement to issue the Policy.
   (b) "Funds" means the money received by the Settlement Agent or Approved Attorney for the Real Estate Transaction.
   (c) "Policy" means the contract or contracts of title insurance, each in a form adopted by the American Land Title Association, issued or to be issued by the Company in connection with the closing of the Real Estate Transaction.
   (d) "You" or "Your" means:
      (i) the Addressee of this letter; and
      (ii) subject to all rights and defenses relating to a claim under this letter that the Company would have against the Addressee,
         (A) the assignee of the Insured Mortgage, provided such assignment was for value and the assignee was, at the time of the assignment, without Knowledge of facts that reveal a claim under this letter; and
         (B) the warehouse lender in connection with the Insured Mortgage.
   (e) "Indebtedness", "Insured Mortgage", "Knowledge" or "Known", "Land", and "Title" have the same meaning given them in the American Land Title Association Loan Policy.
3. The Company shall have no liability under this letter for any loss arising from any:
   (a) failure of the Settlement Agent or Approved Attorney to comply with Your closing instructions that require title insurance protection in connection with the Real Estate Transaction inconsistent with that set forth in the Commitment. Your written closing instructions received and accepted by the Settlement Agent or Approved Attorney after issuing the Commitment that require the removal, where allowed by state law, rule, or regulation, of specific Schedule B Exceptions from Coverage or compliance with the requirements contained in the Commitment shall not be deemed to require inconsistent title insurance protection;
   (b) loss or impairment of Funds in the course of collection or while on deposit with a bank due to bank failure, insolvency, or suspension, except loss or impairment resulting from failure of the Settlement Agent or Approved Attorney to comply with Your written closing instructions to deposit Your Funds in a bank that You designated by name;
   (c) constitutional or statutory lien or claim of lien that arises from services, labor, materials, or equipment, if any Funds are to be used for the purpose of construction, alteration, or renovation. This Section 3.(c) does not affect the coverage, if any, as to any lien for services, labor, materials, or equipment afforded in the Policy;
   (d) defect, lien, encumbrance, or other matter in connection with the Real Estate Transaction. This Section 3.(d) does not affect the coverage afforded in the Policy;
   (e) fraud, theft, dishonesty, misappropriation, or negligence by You or by Your employee, agent, attorney, or broker;
   (f) fraud, theft, dishonesty, or misappropriation by anyone other than the Company, Settlement Agent or Approved Attorney;
   (g) settlement or release of any claim by You without the Company's written consent;
   (h) matters created, suffered, assumed, agreed to, or Known by You;
   (i) failure of the Settlement Agent or Approved Attorney to determine the validity, enforceability, or the effectiveness of a document required by Your closing instructions. This Section 3.(i) does not affect the coverage afforded in the Policy;
   (j) Federal consumer financial law, as defined in 12 U.S.C. § 5481 (14), actions under 12 U.S.C. § 5531, or other federal or state laws relating to truth-in-lending, a borrower's ability to repay a loan, qualified mortgages, consumer protection, or predatory lending, including any failure of the Settlement Agent or Approved Attorney to comply with Your closing instructions relating to those laws;
   (k) federal or state laws establishing the standards or requirements for asset-backed securitization including, but not limited to, exemption from credit risk retention, including any failure of the Settlement Agent or Approved Attorney to comply with Your closing instructions relating to those laws;
   (l) periodic disbursement of Funds to pay for construction, alteration, or renovation on the Land;
   (m) Settlement Agent or Approved Attorney acting in the capacity of a qualified intermediary or facilitator for tax deferred exchange transactions as provided in Section 1031 of the Internal Revenue Code; or
(n) wire fraud, mail fraud, telephone fraud, facsimile fraud, unauthorized access to a computer, network, email, or document production system, business email compromise, identity theft, or diversion of Funds to a person or account not entitled to receive the Funds perpetrated by anyone other than the Company.

4. If the closing is to be conducted by an Approved Attorney, a Commitment in connection with the Real Estate Transaction must have been received by You prior to the transmittal of Your final closing instructions to the Approved Attorney.

5. When the Company shall have indemnified You pursuant to this letter, it shall be subrogated to all rights and remedies You have against any person or property had You not been indemnified. The Company's liability for indemnification shall be reduced to the extent that You have impaired the value of this right of subrogation.

6. The Company's aggregate liability for loss under this letter and all other closing protection letters relating to the Real Estate Transaction shall not exceed the amount of all Funds deposited by all parties to the Real Estate Transaction.

7. The Company will be liable only to the holder of the Indebtedness at the time that payment is made. This Section 7 does not apply to a purchaser, borrower, seller or lessee.

8. Payment to You or to the owner of the Indebtedness under either the Policy or from any other source shall reduce liability under this letter by the same amount. Payment in accordance with the terms of this letter shall constitute a payment pursuant to the Conditions of the Policy.

9. The Settlement Agent is the Company's agent only for the limited purpose of issuing policies. Neither the Settlement Agent nor the Approved Attorney is the Company's agent for the purpose of providing closing or settlement services. The Company's liability for Your loss arising from closing or settlement services is strictly limited to the contractual protection expressly provided in this letter. The Company shall have no liability for loss resulting from the fraud, theft, dishonesty, misappropriation, or negligence of any party to the Real Estate Transaction, 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.

10. In no event shall the Company be liable for a loss if the written notice of a claim is not received by the Company within one year from the date of the transmittal of Funds. The condition that the Company must be provided with written notice under this Section 10 shall not be excused by lack of prejudice to the Company.

11. You must promptly send written notice of a claim under this letter to the Company at its principal office at P.O. Box 45023, Jacksonville, FL 32232-5023. If the Company is prejudiced by Your failure to provide prompt notice, the Company's liability to You under this letter shall be reduced to the extent of the prejudice.

12. Whenever requested by the Company, You, at the Company's expense, shall:
   (a) give the Company all reasonable aid in;  
     (i) securing evidence, obtaining witnesses, prosecuting, or defending any action or proceeding, or effecting any settlement; and 
     (ii) any other lawful act that in the opinion of the Company may be necessary to enable the Company's investigation and determination of its liability under this letter;
   (b) deliver to the Company any records, in whatever medium maintained, that pertain to the Real Estate Transaction or any claim under this letter; and 
   (c) submit to an examination under oath by any authorized representative of the Company with respect to any such records, the Real Estate Transaction, any claim under this letter or any other matter reasonably deemed relevant by the Company.

13. The Company shall have no liability under this letter if:
   (a) the Real Estate Transaction has not closed within one year from the date of this letter; or
   (b) at any time after the date of this letter, but before the Real Estate Transaction closes, the Company provides written notice of termination of this letter to the Addressed at the address set forth above.

14. The protection of this letter extends only to real estate closings which take place in the State of Illinois, and any court or arbitrator shall apply the law of the jurisdiction where the Land is located to interpret and enforce the terms of this letter. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law. Any litigation or other proceeding under this letter must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

15. There shall be no right for any claim under this letter to be arbitrated or litigated on a class action basis.

16. Either the Company or You may demand that any claim arising under this letter be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association, unless You have a Policy for the Real Estate Transaction with an Amount of Insurance greater than $2,000,000. If You have a Policy for the Real Estate Transaction with an Amount of Insurance greater than $2,000,000, a claim arising under this letter may be submitted to arbitration only when agreed to by both the Company and You.

17. This letter is effective only if the Real Estate Transaction involves either (i) nonresidential real property where the amount of Funds is less than $2,000,000, or (ii) residential real property.

This letter supersedes and cancels any previous letter or similar agreement for closing protection that applies to the Real Estate Transaction and may not be modified by the Settlement Agent or Approved Attorney.

Fidelity National Title Insurance Company
By:

[Signature]
Sydney M. Tanen, Senior Underwriting Counsel

LETTER ID: 38014757-Agent 137919.1 27.13
Please direct correspondence and inquiries to: 801 Riverside Ave - Jacksonville, FL 32204 Telephone: (904) 596-0031
THIS LETTER IS ONLY AUTHORIZED FOR USE IN ILLINOIS AND MAY BE USED ONLY FOR THE SPECIFIC TRANSACTION IDENTIFIED ABOVE.
PLAT ACT AFFIDAVIT
(Pursuant to 765 ILCS 205/1)

STATE OF ILLINOIS
COUNTY OF Dekalb

Matthew Rosses, Attorney (City/County of)

declare the grantor or his/her agent, being duly sworn on oath, states that he/she resides at 30 W. Lake St., Ste. 240, Chicago, IL 60607.

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

SUBSCRIBED AND SWORN TO before me this 18 day of December, 2019.

Signature of Notary Public

Signature of Affiant
PTAX-203
Illinois Real Estate Transfer Declaration

Step 1: Identify the property and sale information.

1. Street address of property (or 911 address, if available):
   912 Edgelook
   DeKalb IL 60115

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

3. Write the parcel identifying numbers and lot sizes or acreage:
   Property index number (PIN):
   a. 09-15176-02
   b. 09-15176-02

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

5. Date of instrument:
   10/20/19

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

7. Will the property be the buyer's principal residence?
   Yes

8. Was the property advertised for sale?
   Yes

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:
   Month __ Year __
   a. Demolition/damage
   b. Additions
   c. Major remodeling
   d. New construction
   e. Other (specify):

10. Identify only the items that apply to this sale. (Mark with an "X")
    a. Fulfillment of installment contract —
    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):

Step 2: Calculate the amount of 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," "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
    $1,000,000

12a. Amount of personal property included in the purchase
    $0

12b. Was the value of a mobile home included on Line 12a?
    Yes

13. Subtract Line 12a from Line 11. This is the net consideration for real property.
    $1,000,000

14. Amount for other real property transferred to the seller (in a simultaneous exchange)
    as part of the full actual consideration on Line 11
    $0

15. Outstanding mortgage amount to which the transferred real property remains subject
    $0

16. If this transfer is exempt, use an "X" to identify the provision.
    No

17. Subtract Lines 14 and 15 from Line 13. This is the net consideration subject to transfer tax.
    $1,000,000

18. Divide Line 17 by 500. Round the result to the next highest whole number (e.g., .61 rounds to 0.62).
    2

19. Illinois tax stamps — multiply Line 18 by 0.50.
    $1

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

21. Add Lines 19 and 20. This is the total amount of tax due.
    $1.25
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.

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.)

City of Dekalb

200 S. 4th St. Dekalb, IL 60115

City (815) 748-2092

State ZIP

Buyer Information (Please print.)

Emma Andreacchi, as Trustee of

The Emma Andreacchi Revocable Living Trust, as Trustee of

91W 746 Mclland Rd Elgin IL 60124

City (847) 464-5745

State ZIP

Buyer's or trustee's name

Buyer's or agent's signature

Mail tax bill to:

Emma Andreacchi Revocable Living Trust

91W 746 Mclland Rd Elgin IL 60124

Name or company Street address

City State ZIP

Preparer Information (Please print.)

Marge Rose Rose Murphy, Chicago, IL

50 N. LaSalle St. Ste. 1629 Chicago, IL 60602

City (312) 541-0724

State ZIP

Preparer's or company's name Street address

Preparer's signature mrose@cmj.com

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 Cook-Minor 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
American Title Guaranty, Inc.
Agency/Escrow-Disbursement Agreement

RE: City of DeKalb and Andreacchi Trust

Seller Buyer

Property commonly known as: 912 Edgebrook Dr, DeKalb, IL

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 1-18
   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).

Signature: ____________________________
Seller

Signature: ____________________________
Buyer

Signature: ____________________________
Seller

Signature: ____________________________
Buyer

F:\forms\escrow.doc2015
FIDELITY NATIONAL TITLE INSURANCE COMPANY
STATEMENT REQUIRED FOR THE ISSUANCE OF ALTA OWNERS AND LOAN POLICIES

Commitment No. D7630287 A Loan No. __________________________ Date 12-18-19

To the best knowledge and belief of the undersigned, the following is hereby certified with respect to the land described in the above commitment.

1. That, except as noted at the end of this paragraph, within the last six (6) months, (a) no labor, service or materials have been furnished to improve the land, or to rehabilitate, repair, refurbish, or remodel the building(s) situated on the land; (b) nor have any goods, chattels, machinery, apparatus or equipment been attached to the building(s) thereon, as fixtures; (c) nor have any contracts been let for the furnishing of labor, service, materials, machinery, apparatus or equipment which are to be completed subsequent to the date hereof; (d) nor have any notices of lien been received, except the following, if any:

2. There are no revolving credit mortgages, line of credit mortgages, home equity loan mortgages, or other voluntary liens or mortgages affecting title, other than those shown on Schedule B of the Commitment, except the following, if any:

3. That all management fees, if any, are fully paid, except the following:

4. That there are no unrecorded security agreements, leases, financing statements, chattel mortgages or conditional sales agreements in respect to any appliances, equipment or chattels that have or are to become attached to the land or any improvements thereon as fixtures, except the following, if any:

5. That there are no unrecorded contracts or options to purchase the land, except the following, if any:

6. That there are no unrecorded leases, easements, or other servitudes to which the land or building, or portions thereof, are subject, except the following, if any:

7. That, in the event the undersigned is a mortgagor in a mortgage to be insured under a loan policy to be issued pursuant to the above commitment, the mortgage and the principal obligations it secures are good and valid and free from all defenses; that any person purchasing the mortgage and obligations it secures, or otherwise acquiring any interest therein, may do so in reliance upon the truth of the matters herein recited; and that this certification is made for the purpose of better enabling the holder or holders, from time to time, of the above mortgage and obligations to sell, pledge or otherwise dispose of the same freely at any time, and to insure the purchasers or pledgees thereof against any defenses thereto by the mortgagor or the mortgagor's heirs, personal representative or assigns.

8. That I/we am/are the purchaser(s) or mortgagor(s) of land improved with a residential dwelling not exceeding four units, and no current survey or mortgagor's inspection report has been furnished to or is available to me/us. [DELETE IF NOT APPLICABLE.]

The undersigned makes the above statement for the purpose of inducing Chicago Title Insurance Company to issue its owners or loan policy pursuant to the above commitment.

Seller or Owner

Purchaser

Print Name

Print Name

Subscribed and sworn to before me this ___ day of _____,

Subscribed and sworn to before me this ___ day of _____,

Notary Public

Notary Public

LENDER'S DISBURSEMENT STATEMENT

The undersigned hereby certifies that the proceeds of the loan secured by the mortgage to be 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 ______. You are hereby authorized to date down the above commitment to cover the date of said disbursement.

Dated

Signature

F. 3738 ALTA 10/04 DGG
Schedule A

Transaction Identification Data for reference only:
Issuing Agent: American Title Guaranty, Inc.
Issuing Office’s ALTA® Registry ID: 00030285
Issuing Office: 2045 Aberdeen Ct Ste B, Sycamore, IL 60178
Customer Reference: 00030285
Commitment No.: 00030285
Property Address: Lot 1 DEK Subdivision Blackhawk Dr, DeKalb, IL 60115
Revision Date: 

SCHEDULE A

1. Commitment Date: November 5, 2019 at 04:30 PM

2. Policy to be issued:
   (a) [X] ALTA Own. Policy (06/17/06)
       Proposed Insured: City of DeKalb
       Proposed Policy Amount: $100,000.00
   (b) [ ] ALTA Loan Policy (06/17/06)

3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.

4. The Title is, at the Commitment Date, vested in:
   Emma Andreacchi, as Trustee of The Emma Andreacchi Revocable Living Trust, dated May 1, 2001

5. The Land is described as follows:
   Lot 1 of DEK Subdivision, a subdivision of part of the Northwest Quarter of Section 15, Township 40 North, Range 4 East of the Third Principal Meridian, according to the plat thereof recorded November 15, 1978, in Book "S" of Plats, page 2, in DeKalb County, Illinois.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: [Signature]
American Title Guaranty, Inc.

Issuing Agent
American Title Guaranty, Inc.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Commitment No.: 00030285

**SCHEDULE B, PART I**

**Requirements**

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

5. **NOTE - FOR INFORMATIONAL PURPOSES ONLY:** To ensure compliance with Public Act #87-1197, the parties to this transaction must provide copies of all documents which are to be recorded as a consequence of this transaction, to American Title Guaranty, Inc. no later than 24 hours prior to the closing of said transaction.

6. In order to consider issuing our full ALTA Loan Policy, we will need our ALTA form to be completed and returned.

7. Marital status and any changes in the way title should be vested should be supplied to this office if not as shown on Schedule A of this Commitment.

8. The standard exceptions 1 through 6 will be deleted from our policy if the insured land is improved with 1-4 residential units upon review and acceptance of the following:
   a) an acceptable survey
   b) a properly executed ALTA 2006 Loan and Extended Coverage Statement

9. Pursuant to the Illinois Good Funds Law, (215 ILSC 155/26) effective January 1, 2010, in connection with any escrows, settlements, or closing out of a Fiduciary Trust Account or Account, we will accept funds in the aggregate from any single party to the transaction in the following form:

   Less than $50,000.00: Cashier's Checks, Certified Checks, Bank Money Orders, Official Bank Checks, Wired Funds, State of Illinois, Local Government or U.S. Government Check or "Collected Funds" as that term is defined below:

   $50,000.00 and above: Wired Funds, State of Illinois, Local Government or U.S. Government Check or "Collected Funds" as that term is defined below:

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*
"Collected Funds" means funds fully deposited, finally settled and credited to the Title Company or Title Insurance Agent Fiduciary Account.

10. This transaction may be subject to a confidential order issued pursuant to the Bank Secrecy Act. Information necessary to comply with the confidential order must be provided prior to the closing. This transaction will not be insured until this information is submitted, reviewed and found to be complete.

11. We should be furnished the following:

   a) A Certification of Trust executed by the Trustee in accordance with 760 ILCS 5/8.5, together with excerpts of the trust agreement and amendments thereto relating to the designation of Trustees and the power of the Trustee to act in the current transaction, OR

   b) In the alternative, the Trustee, in his or her sole discretion, may deliver a full copy of the trust agreement together with all amendments thereto.
SCHEDULE B
(Continued)

Commitment No.: 00030285

SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPELISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the Public Records.

2. Easements or claims of easements, not shown by Public Records.

3. Any encroachments, encumbrance, violation, variation or adverse circumstance affecting Title that would be disclosed by an accurate survey of the Land pursuant to the "Minimum Standards of Practice," 68 Ill. Admin Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/ANSPS land title survey standards for commercial/industrial property.

4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

5. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.

6. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.

7. The lien of taxes for the year 2019 and thereafter.

   Permanent Index Number: 08-15-101-013
   First Installment 2018 taxes $1357.68 have been paid.
   Second Installment 2018 taxes $1357.68 have been paid.

8. Rights of way for drainage ditches, tiles, feeders and laterals.

9. If any document referenced herein contains a covenant, condition or restriction violative of 42 USC 3604 (c), such covenant, condition or restriction to the extent of such violation is hereby deleted.

10. Mortgage and Security Agreement and UCC Fixture Filing made by Salvatore Andreacchi and Emma Andreacchi to Lake Forest Bank & Trust Company dated January 12, 2012 and recorded January 17, 2012 as Document No. 2012000608 in the amount of $1,583,375.00 and the terms and conditions contained therein.

   NOTE: Modification of Mortgage and Assignment of Rents and Leases recorded February 16, 2017 as Document No. 2017001366.

   NOTE: Includes additional land

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A, Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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   NOTE: Modification of Mortgage and Assignment of Rents and Leases recorded February 16, 2017 as Document No. 2017001366.
   NOTE: Includes additional land

12. Terms, powers, provisions and limitations of the Trust under which title to the property is held.

13. Minimum building line as per the plat of said subdivision over the East 25 feet of said lot.

14. Public utility and drainage easement as per the plat of said subdivision over the West and South 10 feet of said lot.

15. Affidavit of Owner concerning compliance with Section Five (5) of Article 14-1/4 of the Revised Zoning Ordinance of the City of DeKalb recorded February 20, 1979 as Document No. 418788.

16. END OF SCHEDULE B - SECTION II
Remit Payment To:
American Title Guaranty, Inc.
2045 Aberdeen Ct Ste B
Sycamore, IL 60178

Billed To:  
Emma Andreacchi  
41W746 McDonald Rd  
Elgin, IL 60123

Invoice Date: November 11, 2019  
Please Pay Before: December 11, 2019  
Our File Number: 00030285  
Your Reference Number: ANDREACCHI/DEKALB

Property:  
Lot 1 DEK Subdivision Blackhawk Dr  
DeKalb, IL 60115  
De Kalb County

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owners Policy of Title Insurance</td>
<td>550.00</td>
</tr>
<tr>
<td>State of Illinois- DFI Policy Fee ($3.00/policy issued)</td>
<td>3.00</td>
</tr>
</tbody>
</table>

Invoice Total Amount Due $ 553.00

Endorsements to the above policies could incur additional fees. Call American Title for charges which may apply.

Copies of this Commitment have been sent to:

Matt Rose  Bill Nicklaus
Transaction Identification Data for reference only:
Issuing Agent: American Title Guaranty, Inc.
Issuing Office: 2045 Aberdeen Ct Ste B, Sycamore, IL 60178
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 00030286A
Issuing Office File Number: 00030286A
Property Address: 912 Edgebrook Dr; DeKalb, IL 60115

SCHEDULE A

1. Commitment Date: November 5, 2019 at 04:30 PM

2. Policy to be issued:
   (a) ALTA® ALTA Own. Policy (06/17/06)
   Proposed Insured: Emma Andreacchi Revocable Living Trust
   Proposed Policy Amount: $100,000.00

3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.

4. The Title is, at the Commitment Date, vested in:
   City of DeKalb, an Illinois municipal corporation

5. The Land is described as follows:
   Lots 14, 15, 16, and 17 in Block 3 in Sixth Addition to Rolling Meadows, a subdivision of a part of Section 15, Township 40 North, Range 4 East of the Third Principal Meridian, according to the plat thereof recorded August 28, 1964, as Document No. 323083, in Plat Book "N", page 7, in DeKalb County, Illinois.

Fidelity National Title Insurance Company

By: [Signature]
American Title Guaranty, Inc.
SCHEDULE B, PART I
Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

5. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

6. The "Good Funds" section of the Title Insurance Act (215 ILCS 155/26) is effective January 1, 2010. This Act places limitations upon our ability to accept certain types of deposits into escrow. Please contact your local Title office regarding the application of this new law to your transaction.

7. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois notary public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.

8. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.

9. NOTE - FOR INFORMATIONAL PURPOSES ONLY: To ensure compliance with Public Act #97-1197, the parties to this transaction must provide copies of all documents which are to be recorded as a consequence of this transaction, to American Title Guaranty, Inc. no later than 24 hours prior to the closing of said transaction.

10. In order to consider issuing our full ALTA Loan Policy, we will need our ALTA form to be completed and returned.

11. In order for the Company to insure title coming through the sale or transfer of land from the municipality in title, we should be furnished a certified copy of the ordinance or resolution authorizing the conveyance, together with the number of ayes and nays for its passage, and evidence of any required publication.

If the ordinance or resolution passed with fewer than 3/4 of the members eligible to vote voting in favor of the ordinance, an attorney for the parties seeking insurance must present a satisfactory explanation as to why a vote of less than 3/4 satisfies the statutory prerequisites for the conveyance in question.

If said municipality is a "home rule unit" pursuant to Article 7, Section 6 of the Illinois Constitution, we should be furnished evidence of compliance with the municipality's ordinance(s) which relate to the sale or transfer of municipal property.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.
This commitment is subject to such additional exceptions, if any, as may be deemed necessary after our review of these materials.
SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company.

General Exceptions

1. Rights or claims of parties in possession not shown by Public Records.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Taxes or special assessments which are not shown as existing liens by the Public Records.
6. We should be furnished a properly executed ALTA statement and, unless the land insured is a condominium unit, a survey if available. Matters disclosed by the above documentation will be shown specifically.
7. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
8. The lien of taxes for the year 2019 and thereafter.
   Permanent Index Number: 08-15-176-002
   First installment 2018 taxes $6840.46 have been paid.
   Second installment 2018 taxes $6840.46 have been paid.
   Permanent Index Number: 08-15-176-023
   First installment 2018 taxes $720.79 have been paid.
   Second installment 2018 taxes $720.79 have been paid.
10. If any document referenced herein contains a covenant, condition or restriction violative of 42 USC 3604 (c), such covenant, condition or restriction to the extent of such violation is hereby deleted.
11. Minimum building line as per the plat of said subdivision over the North 25 feet of said lots.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice, the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.
12. Public utility easement 5 feet in width parallel to and adjoining the southerly line of said lots.
13. Public utility easement as per the plat of said subdivision over the West 5 feet of Lots 14 and 16 and East 5 feet of Lot 15.
14. Covenants, conditions and restrictions as contained on the plat of the aforesaid subdivision recorded in Book "N" of Plats, page 7 as Document No. 323083.
16. The land lies within the boundaries of a special service area as disclosed by ordinance recorded as Document No. 2004002180, and is subject to additional taxes under the terms of said ordinance and subject related ordinances.
17. Existing unrecorded leases and all rights thereunder of the lessees and of any person claiming by, through or under the lessees.
18. Subject to the terms and conditions of a lease dated April 15, 2000 by and between Coinmach Corporation and Edgebrook Drive Partnership as referenced on the deeds recorded as Document Nos. 2002000528, 2002000529, and 2002000530.
19. END OF SCHEDULE B - SECTION II
Remit Payment To:
American Title Guaranty, Inc.
2045 Aberdeen Ct Ste B
Sycamore, IL 60178

Billed To:
City of DeKalb
200 S 4th St
DeKalb, IL 60115

Invoice Date: November 8, 2019
Please Pay Before: December 8, 2019
Our File Number: 00030286A
Your Reference Number: DEKALB/ANDREACCHI

Property:
912 Edgebrook Dr
DeKalb, IL 60115
De Kalb County

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Invoice Total Amount Due $ 553.00

Endorsements to the above policies could incur additional fees. Call American Title for charges which may apply.

Copies of this Commitment have been sent to:
Matt Rose  Bill Nicklaus
STATE OF ILLINOIS

COUNTY OF DU PAGE

This is to certify that we, Steinbrecher Land Surveyors, Inc., Land Surveying and Professional Engineering Services Firm, Corporation No. 186-0005718, have surveyed the property shown and described on the plat hereof, to the best of our knowledge and belief a correct representation thereof.

Scale of map is 80 feet to one inch. This professional service conforms to the current Illinois rules and standards for a boundary survey.


STEINBRECHER LAND SURVEYORS, INC.

Professional Land Surveyor 3569

My license expires Nov. 30, 2008
AMERICAN TITLE GUARANTY, INC.

TRUST / ESCROW
2045 ABERDEEN CT., STE. B
SYCAMORE, IL 60178

—One Thousand Eight Hundred Seventy Three and 90/100—

PAY
TO THE
ORDER
OF

City of DeKalb

DATE
December 18, 2019

AMOUNT
$1,873.90

VOID AFTER 180 DAYS

Respectfully submitted,

Dana L. Hammer