RESOLUTION 2019-149  

PASSED: NOVEMBER 12, 2019

AUTHORIZING THE SALE OF REAL PROPERTY LOCATED AT 402 GURLER STREET, DEKALB, ILLINOIS (P.I.N. 08-22-403-002) IN THE AMOUNT OF $7,000.

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

WHEREAS, the City is the owner of certain real property located at 402 Gurler Street, DeKalb Illinois ("the Property"), Parcel Identification Number (PIN) 08-22-402-002, which property is legally described as follows:

THE EAST 50 FEET OF LOTS 31 AND 32 IN BLOCK 3 IN TAYLOR'S ADDITION TO DEKALB, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK "B" OF PLATS, PAGE 104 ON DECEMBER 27, 1889, IN DEKALB COUNTY, ILLINOIS.

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

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

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

1. The City hereby accepts the offer to purchase said property from Tony Smith in the amount of $7,000.00.

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

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

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 12th day of November 2019 and approved by me as Mayor on the same day. Passed by an 8-0 roll call vote. Aye: Morris, Finucane, Smith, Perkins, McAdams, Verbic, Faiivre, Mayor Smith. Nay: None.

ATTEST:

[Signature]
JERRY SMITH, Mayor
1. THE PARTIES:
   Buyer(s) : Tony Smith
   Address : 
   Seller(s) : DeRubeis
   Address : 700 S. 4TH

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

2. THE REAL ESTATE: For the purposes of this Contract, Real Estate shall be defined to include the real property and all improvements thereon. Seller agrees to convey to Buyer or to Buyer's designated grantees, the following described real estate situated in DeRubeis County, Illinois known as Parcel No.

3. Purchase price of $7,000.00 shall be paid at $1,000.00 initial earnest money to be applied to the purchase price and the balance payable as follows:
   A. Cash at time of closing;
   B. Buyer to assume existing mortgage/agreement for deed with an approximate unpaid principal balance of $ __________ with monthly principal and interest payments of $ ________ (or more) plus an amount each month equal to one-twelfth (1/12) of taxes and insurance, balance in cash at time of closing, or
   C. Buyer and Seller to sign Agreement for Deed with a principal balance of $ __________ and interest at the rate of ___% for a term of ___ years amortized over ___ years, with monthly principal and interest payments of $ ________ (or more).

(STRIKE EVERYTHING IN PARAGRAPHS 3 & 4 WHICH DOES NOT APPLY)

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

City Council of DeRubeis approved by 11-11-19 - Buildable

Initials

Property Address: 402 Gurler
This Contract shall be void unless Seller provides such information and Buyer gives written notice by
_20_ that the information furnished is acceptable to Buyer.

D. Receive from Seller by _20_, a written environmental assessment report at (Seller’s)
(Buyer’s) expense submitted by profession environmental engineers or consultants and this Contract shall be void unless Buyer
approves such assessment report in writing by _20_.

SEE NOTICE REGARDING ENVIRONMENTAL LIABILITY IMMEDIATELY ABOVE SIGNATURE LINES.

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

6. This transaction shall be closed by _Dec. 1, 2019_ and Seller shall deliver possession at time of closing.

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

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

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

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

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

- TV Antenna
- Refrigerator
- Oven/Range/Stove
- Microwave
- Dishwasher
- Garbage disposal
- Trash compactors
- All window treatments, attached shutters and hardware
- All carpeting excluding area rugs
- Water softener (owned)
- Outdoor shed
- Built-in or attached shelving
- Ceiling fan(s)
- All planted vegetation
- Electronic Garage Door(s)
- Water Air Conditioner
- Electronic Air Filter
- Central Humidifier
- Outdoor shed
- All window treatments, attached shutters and hardware
- Carbon Monoxide Detector(s)

Other items included:

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

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

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

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

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

16. This Contract may be subject to the provisions of the Illinois Responsible Property Transfer Act, an Act regulating the transfer of
real property on which hazardous chemicals are or have been stored, manufactured, or used as defined and required to be reported
under Section 312 of the Federal Emergency Planning and Community Right to Know Act of 1986 or containing underground storage
tanks requiring notification under Section 8002 of the Solid Waste Disposal Act. The parties hereto agree to comply with the notice and
recording requirements of such Act. In the event Seller has not previously provided Buyer a written Disclosure Statement pursuant to
such Act, Seller agrees to provide Buyer at closing with an affidavit stating that to Seller’s knowledge, the premises are not subject to
the Disclosure Statement requirements of the Act.

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

Initials

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

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

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

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

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

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

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

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

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

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

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

OPTIONAL STANDARD CLAUSES (Identify applicable clauses and initial complete, and make applicable deletions thereto)

A. Cancellation of Prior Contract. This Contract is subject to the cancellation of Seller’s prior Contract on or before ___________, 20___. Buyer shall serve written notice upon Seller of any defects disclosed by the inspection(s) which are unacceptable to Buyer, together with a copy of the report(s) on or before ___________. IF WRITTEN NOTICE IS NOT SERVED WITHIN THE TIME SPECIFIED, THIS PROVISION SHALL BE DEEMED WAIVED BY THE PARTIES AND THIS CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT. If within five (5) business days after receipt of such notice and report(s), an agreement cannot be reached by the Parties, then either Party may terminate this Contract by written notice to the other Party and this CONTRACT SHALL BE NULL AND VOID AND EARNEST MONEY REFUNDED TO BUYER UPON WRITTEN DIRECTION OF THE PARTIES TO ESCROWEE.

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

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

Property Address: ____________________________
THE TIME SPECIFIED, THIS PROVISION SHALL BE DEEMED WAIVED BY THE PARTIES AND THE CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT. If within five (5) business days after receipt of such notice, an agreement cannot be reached by the Parties, then either Party may terminate this Contract by written notice to the other Party and this CONTRACT SHALL BE NULL AND VOID AND EARNED MONEY REFUNDED TO BUYER UPON WRITTEN DIRECTION OF THE PARTIES TO ESCRIWEE.

D. Repair or Replacement. This Contract is subject to Seller's (repair) (replacement)
  (normer operating condition) (in a workmanlike manner) at Seller's expense prior to closing.

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

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

G. Flood Certification. This Contract is subject to Buyer obtaining or before __________ 2018 a
  guaranteed determination that the premises are not located in a FEMA designated special flood hazard area or this
  Contract shall be void.

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

***NOTICE REGARDING ENVIRONMENTAL LIABILITY***

BECAUSE OF THE RISK OF SUBSTANTIAL LIABILITIES RESULTING FROM THE OWNERSHIP OR PARCELS OF
COMMERCIAL OR INDUSTRIAL REAL ESTATE THAT MAY BE AFFECTED BY ENVIRONMENTAL DEFECTS OR OTHERWISE
SUBJECT TO FEDERAL AND/or STATE ENVIRONMENTAL REGULATIONS. SELLERS AND BUYERS ARE ADVISED TO
CONSULT THEIR RESPECTIVE ATTORNEYS PRIOR TO EXECUTING A CONTRACT FOR PURCHASE AND SALE, REGARDING
SUCH LIABILITY RISKS AND REGARDING ADDITIONAL CONTRACT LANGUAGE ADDRESSING THE ASSESSMENT OF
ENVIRONMENTAL LIABILITY RISKS.

NOTICE TO PARTIES

BY SIGNING OF THIS CONTRACT, YOU ARE ENTERING INTO A BINDING LEGAL AGREEMENT. ANY REPRESENTATION
UPON WHICH YOU RELY SHOULD BE INCLUDED IN THIS AGREEMENT. NO ORAL REPRESENTATION WILL BE BINDING
UPON OR AN OBLIGATION OF THE SELLER, BUYER, REAL ESTATE BROKER OR AGENT.

Dated this 28th day of October 2019 and to be accepted on or before 10-29-19.

Accepted: This 28th day of October 2019. (Rejected) This ___ day of ____________ ,

(Counterfe) This ___ day of ____________ , To be accepted on or before ____________ ,

(Counterfe) This ___ day of ____________ , To be accepted on or before ____________ ,

(Counterfe) This ___ day of ____________ , To be accepted on or before ____________ ,

SELLER: ____________________________ BUYER: ____________________________

CONFIRMATION OF CONSENT TO DUAL AGENCY

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

SELLER INITIALS: ____________________________ BUYER INITIALS: ____________________________

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

ESCROWEE

RESIDENTIAL REAL ESTATE AND LEAD-BASED PAINT DISCLOSURES

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

Initials: ____________ ____________ ____________

Property Address: ____________________________
Address and Owner

Site Address
402 CURLER ST DEKALB

Mailing Address
CITY OF DEKALB
FINANCE DEPT 200 S 4TH ST DEKALB IL

Current Owner
CITY OF DEKALB

Parcel Number
0822403002

Property Description Questions

Acreage
0

Lot Dimensions
50+ X 110.24+

Brief Property Description
TAYLORS ADDITION - E 50FT OF LOTS 31 & 32 BLOCK 3

Land Use Information

Land Use Description

Property Class Description
0090 Tax Exempt

Double click on any parcel to reload map and see related property information. Note: the map will not work with Internet Explorer/Edge. Please use Chrome or Firefox.

2018 Tax Bill Overview (payable 2019) Questions

Total Taxes Billed
$1,740.76 (Includes Drainage Tax of: $0.00)

Tax Code
DK12 Details

Tax Rate
11.860360

Net Taxable Value (after exemptions)
$14,677

Tax Status
Taxable

Drainage District

---

Tax Bill Payments

Pay tax bill and view payment details

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Your Township Assessor

Township Assessor
Rich Dyer
815-758-5454
rdyer@dekalbtownship.org

2019 Assessment Details (Supervisor of Assessments Equalized) Questions

<table>
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<th>Non-Farm Land/Lot</th>
<th>Non-Farm Building</th>
<th>Farm Land/Lot</th>
<th>Farm Building</th>
<th>Total Assessment</th>
<th>Partial Assessment (Y/N)</th>
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Please call 815-895-7120 to confirm assessment information.

Assessment History

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2019 Exemptions

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<th>Exemption Type</th>
<th>Amount of Exemption</th>
<th>Renewed?</th>
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</thead>
<tbody>
<tr>
<td>Exempt Parcel</td>
<td>$0</td>
<td>Y</td>
</tr>
</tbody>
</table>

Exemption amounts are an estimate, based upon today's values.

Exemption History

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2018 Property Record

2018 Dwelling and Detail History

2018 Features

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Sales information
Sales information does not exist for this property.

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2016 Zoning Information Questions
PLAT AND CERTIFICATE OF SURVEY

THE EAST 50 FEET OF LOTS 31 AND 32 IN BLOCK 3 IN TAYLOR'S ADDITION TO DEKALB, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK "R" OF PLATS, PAGE 104 ON DECEMBER 27TH, 1889, IN DEKALB COUNTY, ILLINOIS.

PROPERTY ADDRESS: 402 GURLER ROAD,
DEKALB, ILLINOIS
PIN: 08–22–403–002
CONTAINS 5,392 SQ FT

LEGEND

Boundary of property surveyed
Indicates found survey marker
Indicates set open end pipe
Indicates fence line
Indicates box

STATE OF ILLINOIS
COUNTY OF DEKALB

THIS IS TO CERTIFY THAT THE ATTACHED PLAT IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY I HAVE MADE OF PROPERTY HERETO SHOWN AND DESCRIBED, ALL DISTANCES SHOWN IN FEET AND DECIMALS THEROF. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY. FIELD WORK COMPLETED NOVEMBER 20TH, 2019, WITNESS MY HAND AND SEAL AT DEKALB, ILLINOIS THIS 21ST DAY OF NOVEMBER, 2019.

Prepared by:
W.S. Himms Surveyors
505 Pine Street
DeKalb, Illinois 60115
(815) 755-2169
Fax 748-2532
info@wssurveymers.com
License # 184087411
Illinois Agent Issued Seller Closing Protection Letter

12/10/2019
City of DeKalb
200 S 4th St
DeKalb, IL 60115
Phone:
Fax:

Transaction File Number (hereafter, "the Real Estate Transaction"): 00030302

Buyer/Borrower: Tony Smith
Property Address: 402 GURLER ST, DEKALB, IL 60115

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

Re: Seller Closing Protection Letter

Dear Sir or Madam:

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

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

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

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

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

Validation Code: d1108bb2-1c92-4c Online Validation: https://agency.myfirstam.com/validation/
Agency Support Center - 8605 Largo Lakes Dr., Suite 100, Largo, FL 33773, 1-866-701-3361
2. Fraud, dishonesty, or negligence of the title insurance agent in handling funds or documents in connection with closings to the extent that the fraud, dishonesty, or negligence relates to the status of the title to the interest in land or, in the case of a Seller/Lessor, to the extent that the fraud, dishonesty, or negligence relates to funds paid to the Seller/Lessor or on behalf of the Seller/Lessor.

Conditions and Exclusions:

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

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

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

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

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

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

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

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

2. When the Company shall have reimbursed you pursuant to this Closing Protection Letter it shall be subrogated to all rights and remedies which you would have had against any person or property had you not been so reimbursed. Liability of the Company for such reimbursement shall be reduced to the extent that you have knowingly and voluntarily impaired the value of this right of subrogation.

Validation Code: d1108bb2-1c92-4c Online Validation: https://agency.myfirstam.com/validation/

Agency Support Center - 8605 Largo Lakes Dr., Suite 100, Largo, FL 33773, 1-866-701-3361
3. The title insurance agent is the Company's agent only for the limited purpose of issuing title insurance policies. The title insurance agent is not the Company's agent for the purpose of providing other closing or settlement services. The Company's liability for your losses arising from closing or settlement services is strictly limited to the protection expressly provided in this Closing Protection Letter. Any liability of the Company for loss does not include liability for loss resulting from the negligence, fraud or bad faith of any party to the Real Estate Transaction other than the title insurance agent pursuant to this Closing Protection Letter; the lack of creditworthiness of any borrower connected with the Real Estate Transaction, or the failure of any collateral to adequately secure a loan connected with the Real Estate Transaction. However, this letter does not affect the Company's liability with respect to its title insurance binders, commitments or policies issued by the title insurance agent in connection with the Real Estate Transaction.

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

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

First American Title Insurance Company

BY:

Phillip Sholar, SVP, Director of Underwriting
## Settlement Statement

### A. U.S. Department of Housing & Urban Development

### Settlement Statement

**D. NAME AND ADDRESS OF BORROWER:**
Tony Smith  
918 N 14th St  
DeKalb, IL 60115

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

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

### J. SUMMARY OF BORROWER'S TRANSACTION

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>100</td>
<td>GROSS AMOUNT DUE FROM BORROWER:</td>
<td>7,000.00</td>
</tr>
<tr>
<td>101</td>
<td>Contract Sales Price</td>
<td>7,000.00</td>
</tr>
<tr>
<td>102</td>
<td>Personal Property</td>
<td></td>
</tr>
<tr>
<td>103</td>
<td>Settlement Charges to Borrower (Line 1400)</td>
<td>390.00</td>
</tr>
<tr>
<td>104</td>
<td>Adjustments For Items Paid By Seller in advance</td>
<td></td>
</tr>
<tr>
<td>105</td>
<td></td>
<td></td>
</tr>
<tr>
<td>106</td>
<td>City/Town Taxes</td>
<td></td>
</tr>
<tr>
<td>107</td>
<td>County Taxes</td>
<td></td>
</tr>
<tr>
<td>108</td>
<td>Assessments</td>
<td></td>
</tr>
<tr>
<td>109</td>
<td></td>
<td></td>
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<tr>
<td>110</td>
<td></td>
<td></td>
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<tr>
<td>111</td>
<td></td>
<td></td>
</tr>
<tr>
<td>112</td>
<td></td>
<td></td>
</tr>
<tr>
<td>120</td>
<td>GROSS AMOUNT DUE FROM BORROWER:</td>
<td>7,390.00</td>
</tr>
</tbody>
</table>

### K. SUMMARY OF SELLER'S TRANSACTION

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>400</td>
<td>GROSS AMOUNT DUE TO SELLER:</td>
<td>7,000.00</td>
</tr>
<tr>
<td>401</td>
<td>Contract Sales Price</td>
<td>7,000.00</td>
</tr>
<tr>
<td>402</td>
<td>Personal Property</td>
<td></td>
</tr>
<tr>
<td>403</td>
<td></td>
<td></td>
</tr>
<tr>
<td>404</td>
<td></td>
<td></td>
</tr>
<tr>
<td>405</td>
<td>Adjustments For Items Paid By Seller in advance</td>
<td></td>
</tr>
<tr>
<td>406</td>
<td>City/Town Taxes</td>
<td></td>
</tr>
<tr>
<td>407</td>
<td>County Taxes</td>
<td></td>
</tr>
<tr>
<td>408</td>
<td>Assessments</td>
<td></td>
</tr>
<tr>
<td>409</td>
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<td></td>
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<tr>
<td>410</td>
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<tr>
<td>411</td>
<td></td>
<td></td>
</tr>
<tr>
<td>412</td>
<td></td>
<td></td>
</tr>
<tr>
<td>420</td>
<td>GROSS AMOUNT DUE TO SELLER:</td>
<td>7,000.00</td>
</tr>
<tr>
<td>500</td>
<td>REDUCTIONS IN AMOUNT DUE TO SELLER:</td>
<td>1,203.00</td>
</tr>
<tr>
<td>501</td>
<td>Excess Deposit (See Instructions)</td>
<td></td>
</tr>
<tr>
<td>502</td>
<td>Settlement Charges to Seller (Line 1400)</td>
<td>1,203.00</td>
</tr>
<tr>
<td>503</td>
<td>Existing loan(s) taken subject to</td>
<td></td>
</tr>
<tr>
<td>504</td>
<td>Payoff of first Mortgage</td>
<td></td>
</tr>
<tr>
<td>505</td>
<td>Payoff of second Mortgage</td>
<td></td>
</tr>
<tr>
<td>506</td>
<td></td>
<td></td>
</tr>
<tr>
<td>507</td>
<td>(Deposit disb. as proceeds)</td>
<td></td>
</tr>
<tr>
<td>508</td>
<td></td>
<td></td>
</tr>
<tr>
<td>509</td>
<td>Adjustments For Items Unpaid By Seller</td>
<td></td>
</tr>
<tr>
<td>510</td>
<td>City/Town Taxes</td>
<td></td>
</tr>
<tr>
<td>511</td>
<td>County Taxes</td>
<td></td>
</tr>
<tr>
<td>512</td>
<td>Assessments</td>
<td></td>
</tr>
<tr>
<td>513</td>
<td></td>
<td></td>
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<td>514</td>
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<td>518</td>
<td></td>
<td></td>
</tr>
<tr>
<td>519</td>
<td></td>
<td></td>
</tr>
<tr>
<td>520</td>
<td>TOTAL REDUCTION AMOUNT DUE SELLER</td>
<td>1,203.00</td>
</tr>
<tr>
<td>600</td>
<td>CASH AT SETTLEMENT TO/FROM SELLER:</td>
<td>5,797.00</td>
</tr>
<tr>
<td>601</td>
<td>Gross Amount Due To Seller (Line 420)</td>
<td>7,000.00</td>
</tr>
<tr>
<td>602</td>
<td>Less Reductions Due Seller (Line 520)</td>
<td>1,203.00</td>
</tr>
<tr>
<td>603</td>
<td>CASH (X TO) (FROM) SELLER</td>
<td>5,797.00</td>
</tr>
</tbody>
</table>

### C. NOTE:
This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "[FOC]" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.
### L. Settlement Charges

<table>
<thead>
<tr>
<th>Line</th>
<th>Description</th>
<th>Amount</th>
<th>Percentage</th>
<th>Payment To/From</th>
</tr>
</thead>
<tbody>
<tr>
<td>700.</td>
<td>Total Commission Based on Price</td>
<td>$7,000.00</td>
<td>5.00%</td>
<td>BORROWERS</td>
</tr>
<tr>
<td></td>
<td>Division of Commission (line 700) as Follows:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>701.</td>
<td>$350.00 to Miller Real Estate</td>
<td></td>
<td></td>
<td>SELLERS</td>
</tr>
<tr>
<td>702.</td>
<td>$ to Miller Real Estate</td>
<td></td>
<td></td>
<td>FUNDS AT SETTLEMENT</td>
</tr>
<tr>
<td>703.</td>
<td>Commission Paid at Settlement</td>
<td></td>
<td>350.00</td>
<td>SETTLEMENT</td>
</tr>
</tbody>
</table>

#### 800. Items Payable in Connection with Loan

<table>
<thead>
<tr>
<th>Line</th>
<th>Description</th>
<th>Amount</th>
<th>Payment To/From</th>
</tr>
</thead>
<tbody>
<tr>
<td>801.</td>
<td>Loan Origination Fee</td>
<td>% to</td>
<td></td>
</tr>
<tr>
<td>802.</td>
<td>Loan Discount</td>
<td>% to</td>
<td></td>
</tr>
<tr>
<td>803.</td>
<td>Appraisal Fee</td>
<td>to</td>
<td></td>
</tr>
<tr>
<td>804.</td>
<td>Credit Report</td>
<td>to</td>
<td></td>
</tr>
<tr>
<td>805.</td>
<td>Lender's Inspection Fee</td>
<td>to</td>
<td></td>
</tr>
<tr>
<td>806.</td>
<td>Mortgage Ins. App. Fee</td>
<td>to</td>
<td></td>
</tr>
<tr>
<td>807.</td>
<td>Assumption Fee</td>
<td>to</td>
<td></td>
</tr>
<tr>
<td>808.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>809.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>810.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>811.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### 900. Items Required by Lender to be Paid in Advance

<table>
<thead>
<tr>
<th>Line</th>
<th>Description</th>
<th>Amount</th>
<th>Rate</th>
<th>Days</th>
<th>Payment To/From</th>
</tr>
</thead>
<tbody>
<tr>
<td>901.</td>
<td>Interest From</td>
<td>@ $</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>902.</td>
<td>Mortgage Insurance Premium</td>
<td>for</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>903.</td>
<td>Hazard Insurance Premium</td>
<td>1.0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>904.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>905.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### 1000. Reserves Deposited with Lender

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

#### 1100. Title Charges

<table>
<thead>
<tr>
<th>Line</th>
<th>Description</th>
<th>Amount</th>
<th>Payment To/From</th>
</tr>
</thead>
<tbody>
<tr>
<td>1101.</td>
<td>Settlement or Closing Fee</td>
<td>to</td>
<td>American Title Guaranty Inc.</td>
</tr>
<tr>
<td>1102.</td>
<td>Abstract or Title Search</td>
<td>to</td>
<td></td>
</tr>
<tr>
<td>1103.</td>
<td>Title Examination</td>
<td>to</td>
<td></td>
</tr>
<tr>
<td>1104.</td>
<td>Title Insurance Binder</td>
<td>to</td>
<td></td>
</tr>
<tr>
<td>1105.</td>
<td>Document Preparation</td>
<td>to</td>
<td></td>
</tr>
<tr>
<td>1106.</td>
<td>Notary Fees</td>
<td>to</td>
<td></td>
</tr>
<tr>
<td>1107.</td>
<td>Attorney's Fees</td>
<td>to</td>
<td></td>
</tr>
<tr>
<td>1108.</td>
<td>Title Insurance</td>
<td>to</td>
<td>American Title Guaranty</td>
</tr>
</tbody>
</table>

#### 1200. Government Recording and Transfer Charges

<table>
<thead>
<tr>
<th>Line</th>
<th>Description</th>
<th>Amount</th>
<th>Payment To/From</th>
</tr>
</thead>
<tbody>
<tr>
<td>1201.</td>
<td>Recording Fees: Deed</td>
<td>$65.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Mortgage</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1202.</td>
<td>City/County Tax/Stamp/s: Deed</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1203.</td>
<td>State Tax/Stamp/s: Deed</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1204.</td>
<td>State of IL-DFI Policy Fee</td>
<td>to</td>
<td>American Title Guaranty Inc.</td>
</tr>
<tr>
<td>1205.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### 1300. Additional Settlement Charges

<table>
<thead>
<tr>
<th>Line</th>
<th>Description</th>
<th>Amount</th>
<th>Payment To/From</th>
</tr>
</thead>
<tbody>
<tr>
<td>1301.</td>
<td>Survey</td>
<td>to</td>
<td>W.E. Hanna Surveyors</td>
</tr>
<tr>
<td>1302.</td>
<td>Pest Inspection</td>
<td>to</td>
<td></td>
</tr>
<tr>
<td>1303.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1304.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1305.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### 1400. Total Settlement Charges (Enter on Lines 103, Section J and 502, Section K)

<table>
<thead>
<tr>
<th>Amount</th>
<th>Payment To/From</th>
</tr>
</thead>
</table>

Certified to be a true copy.

(0000003/02 / 0000003/02 / 11)
AMERICAN TITLE GUARANTY, INC.
TRUST / ESCROW
2045 ABERDEEN CT, STE. B
SYCAMORE, IL 60178

RESOURCE BANK, NA
CORTLAND DEKALB GROCA
HINCKLEY MAITA SYCAMORE
70-1435/719
00030302
Closing Proceeds

---Five Thousand Seven Hundred Ninety Seven and 00/100---

DATE
December 10, 2019

AMOUNT
$6,787.00

PAY
TO THE
City of DeKalb
OF
200 S 4th St
DeKalb, IL 60115

VOID AFTER 180 DAYS

Mandy K. Burns

Pu 2019-149
ACKNOWLEDGMENT OF RECEIPT OF SETTLEMENT STATEMENT

Borrower:  Tony Smith

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 10, 2019

Property Location:  402 Gurler St
DeKalb, IL 60115
De Kalb County, Illinois

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

Tony Smith

City of DeKalb
BY:

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

RE: City of DeKalb and Tony Smith

Seller

Buyer

Property commonly known as: 402 Gurler St, DeKalb, IL 60115

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

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

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

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

   A. General Real Estate Taxes 2019 and thereafter.
   B. Schedule B Special Exceptions 7-91-12.
   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).

Seller

Buyer

Seller

Buyer

F:\forms\escrow.dis2015
FIRST AMERICAN TITLE
ALTA (2006) LOAN AND EXTENDED COVERAGE STATEMENT (ILLINOIS FORM)

Commitment #: 30302
Date: 12-10-19

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

STATEMENT OF SELLER(S) AND PURCHASER(S)

The Seller(s) and Purchaser(s) certify:
1) No contracts for the furnishing of any labor or material to the land or the improvements thereon have been let that have not been fully performed and satisfied;
2) No labor or materials have been furnished within the previous six months that has not been paid in full;
3) No security agreements or leases in respect to any goods or chattels that have or will become attached to the land or any improvements 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)

________________________

Indors/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: ________________________________

President

Attest: ________________________________

Secretary

Corporations

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

By: ________________________________

President

Attest: ________________________________

Secretary

LENDER'S DISBURSEMENT STATEMENT

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

Date: ____________________________

Signature: ____________________________
Special Warranty Deed

Prepared by:
Matt Rose
30 N. LaSalle St, Ste. 1624
Chicago IL 60602
SPECIAL WARRANTY DEED

Illinois Statutory

MAIL TO:

Tony Smith
918 N. 14th St.
DeKalb, IL 60115

SEND SUBSEQUENT TAX BILLS TO:

Tony Smith
918 N. 14th St.
DeKalb, IL 60115

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 $7,000.00 and other valuable consideration, CONVEYS and WARRANTS to the GRANTEE Tony Smith, address of 918 N. 14th St., DeKalb, IL 60115, all interest in the following described Real Estate situated in the County of DeKalb and in the State of Illinois, to-wit:

THE EAST 50 FEET OF LOTS 31 AND 32 IN BLOCK 3 IN TAYLOR'S ADDITION TO DEKALB, ACCORDING TO THE PLAT THEREOF, RECORDED IN BOOK "B" OF PLATS, PAGE 104 ON DECEMBER 27, 1889, IN DEKALB COUNTY, ILLINOIS.

Commonly known as 402 Gurler Street, DeKalb, Illinois 60115

PIN 08-22-403-002

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 25th day of November, 2019.

Jerry Smith, Mayor of the City of DeKalb

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 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 25th day of November, 2019.

Notary Public

OFFICIAL SEAL

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

STATE OF ILLINOIS
COUNTY OF Dekalb

__________________________
Mark Rose Affiant

in the grantor or his/her agent, being duly sworn on oath, states that
he/she resides at
30 N. Lake Ave., Suite 162, Lake in the Hills, IL 60164

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 involved any new streets or easements of access.
  ☐ 2. The division 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 of 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 been taken 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 plan 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 21st day of November, 20

__________________________
Signature of Notary Public

__________________________
Signature of Affiant

Sharon M Ladewski
Notary Public State of Illinois
My Commission Expires 05/17/2020

2019011830 3/3
### 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):**
   - 402 Garler Street

2. **City or village:**
   - Dekalb

3. **Property Index number (PIN):**
   - 08-32-403-002

4. **Lot size or acreage:**
   - 50' x 110.24'

5. **Type of Instrument (Mark with an "X"):**
   - Warranty deed

6. **Yes No Will the property be the buyer’s principal residence?**
   - Yes

7. **Yes No Was the property advertised for sale?**
   - Yes

8. **Identification of the property’s current and intended use:**
   - Land/lot only

9. **Identify any significant physical changes in the property since January 1 of the previous year and date the change.**

<table>
<thead>
<tr>
<th>Month</th>
<th>Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

**Step 2: Calculate the amount of transfer tax due.**

- **Full actual consideration:**
  - 11 $7,000.00

- **Was the value of a mobile home included on Line 12a?**
  - Yes

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

- **Outstanding mortgage amount to which the transferred real property remains subject:**
  - 15 $

- **Subtract Lines 12 and 13 from Line 11. This is the net consideration for real property:**
  - 13 $7,000.00

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

- **Illinois tax stamps — multiply Line 16 by 0.50:**
  - 19 $

- **County tax stamps — multiply Line 18 by 0.25:**
  - 20 $

- **Add Lines 19 and 20. This is the total amount of transfer tax due:**
  - 21

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This form is authorized in accordance with 35 ILCS 200/91-1 et seq. Disclosure of this information is REQUIRED. This form has been approved by the Forms Management Center, IL-482-0027.
Step 3: Write the legal description from the deed. Write, type (minimum 10-point font required), or attach the legal description from the deed. If you prefer, submit an 8½" x 11" copy of the extended legal description with this form. You may also use the space below to write additional property index numbers, lots, sizes or acreage from Step 1, Line 3.

See attached

Step 4: Complete the requested information.

The buyer and seller (or their agents) hereby certify that to the best of their knowledge and belief, the full actual consideration and facts stated in this declaration are true and correct. If this transaction involves any real estate located in Cook County, the buyer and seller (or their agents) hereby certify that to the best of their knowledge, the name of the buyer shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois. Any person who 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
- Seller's or trustee's name: 200 4th Street, DeKalb, IL 60115
- Seller's or agent's signature
- Seller's daytime phone: (815) 748-2090

**Buyer Information (Please print.)**

- Buyer's or trustee's name: Tony Smith
- Buyer's or agent's signature
- Buyer's daytime phone: (815) 501-2548

**Mail to:** Anthony Lee Smith, 918 N. 4th Street, DeKalb, IL 60115

**Preparer Information (Please print.)**

- Matt Rose-Bosental, murphy, Coblentz, Donahue
- Preparer's or company's name: 30 N. LaSalle St., Ste. 1124, Chicago, IL 60115
- Preparer's or agent's signature
- Preparer's signature: mrose@rmcd.com
- Preparer's daytime phone: 312-541-1078

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

- Extended legal description
- Itemized list of personal property

To be completed by the Chief County Assessment Officer:

1 County: __________ Township: __________ Class: _______ Code 1: __________ Code 2: __________
2 Board of Review's final assessed value for the assessment year prior to the year of sale:
   Land: __________ Buildings: __________ Total: __________
3 Year prior to sale: __________
4 Does the sale involve a mobile home assessed as real estate? __________ Yes __________ No
5 Comments

Illinois Department of Revenue Use Tab number

Page 2 of 4

PTAX-203 (R-10/10)
THE EAST 50 FEET OF LOTS 31 AND 32 IN BLOCK 3 IN TAYLOR'S ADDITION TO DEKALB, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK "B" OF PLATS, PAGE 104 ON DECEMBER 27, 1889, IN DEKALB COUNTY, ILLINOIS.
### SUBSTITUTE FORM 1099-S
**PROCEEDS FROM REAL ESTATE TRANSACTIONS**
**FOR THE TAX YEAR: 2019**

**OMB No. 1545-0997**

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

Filer’s Federal Tax ID Number: 36-3607907
File Number: 00030302

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

Transferor’s Federal Tax ID Number: 36-6800-5843

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<table>
<thead>
<tr>
<th>Date of Closing:</th>
<th>Gross Proceeds:</th>
<th>X here if property or services received:</th>
<th>X here if foreign person:</th>
<th>Buyer’s part of real estate tax:</th>
</tr>
</thead>
<tbody>
<tr>
<td>December 10, 2019</td>
<td>7000.00</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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3) Address or Legal Description:
402 Gurler St/DeKalb IL 60115

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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.

Signed: [Signature]

Date: 12/10/19

You MUST enter your Federal Tax Identification Number above.

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**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 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 1989.
- 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.

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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.

For Paperwork Reduction Act Notice, see the 2019 Instructions for Forms 1099, 1098, 5498, and W-2G.

Department of the Treasury - Internal Revenue Service

(00030302.PF;D0003030211)