RESOLUTION 2019-154

AUTHORIZING THE SALE OF REAL PROPERTY LOCATED AT 901 SYCAMORE ROAD, DEKALB, ILLINOIS (P.I.N. 08-14-401-013) IN THE AMOUNT OF $8,500.

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

WHEREAS, the City is the owner of certain real property located at 901 Sycamore Road, DeKalb Illinois ("the Property"), Parcel Identification Number (PIN) 08-14-401-013, which property is legally described as follows:

LOT 17 IN WOODLAWN ACRES, A SUBDIVISION OF A PART OF THE SOUTH EAST 1/4 OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 28, 1948 AS DOCUMENT NO. 213915, IN PLAT BOOK "G", PAGE 140 IN DEKALB COUNTY, ILLINOIS, (EXCEPTING THEREFROM THE FOLLOWING: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 17; THENCE SOUTHWESTERLY ON THE SOUTHERLY LINE OF SAID LOT 17, SAID LINE HAVING A BEARING OF SOUTH 60 DEGREES 19 MINUTES 06 SECONDS WEST, A DISTANCE OF 109.80 FEET TO A POINT ON THE SOUTHWEST CORNER OF SAID LOT 17; SAID LINE HAVING A BEARING OF NORTH 29 DEGREES 21 MINUTES 11 SECONDS WEST, A DISTANCE OF 16.10 FEET TO A POINT; THENCE NORTHEASTERLY ON A LINE HAVING A BEARING OF NORTH 65 DEGREES 31 MINUTES 47 SECONDS EAST, A DISTANCE OF 110.25 FEET TO A POINT IN THE EASTERLY LINE OF SAID LOT 17; THENE SOUTHEASTERLY ON SAID EASTERLY LINE, SAID LINE HAVING A BEARING OF SOUTH 28 DEGREES 51 MINUTES 16 SECONDS EAST, A DISTANCE OF 6.09 FEET TO THE POINT OF BEGINNING).

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 Frank Schermerhorn in the amount of $8,500.00.

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 25th day of November 2019 and approved by me as Mayor on the same day. Passed by a 7-0-1 roll call vote. Aye: Morris, Finucane, Smith, Perkins, McAdams, Faivre, Mayor Smith. Nay: None. Absent: Verbic.

ATTEST:

[Signatures]

JERRY SMITH, Mayor
DEKALB AREA ASSOCIATION OF REALTORS®
COMMERCIAL CONTRACT TO PURCHASE
(PAGE 1 OF 4)

(Listing Office/Listing Agent/Phone)

Adolphe Miller

(Selling Office/Buyers Agent/Phone)

Adolphe Miller

1. THE PARTIES:
Buyer(s) Frank Scherrer Horn

Address 1917 Sycamore RD City DeKalb State IL zip 60115

Seller(s)

Address 700 S. 4th City DeKalb State IL zip 60115
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 grantee, the following described real estate situated in DeKalb County, Illinois known as 001 Sycamore RD DeKalb Parcel No. 6814040163

3. Purchase price of $850,000 shall be paid as follows:

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

4. FINANCING CONTINGENCY:
A. This Contract is contingent upon Buyer obtaining an unconditional written mortgage commitment including satisfactory appraisal (except for matters of title, survey and necessary inspections) on or before For (check one) a Conventional, FHA, VA, Balcony Commercial mortgage loan of with an initial (check one) Fixed rate, Adjustable rate of interest not to exceed percent, amortized over years, and with Buyer's Closing points not to exceed percent, if applicable. Seller shall pay up to $ toward Buyer's loan expenses. Buyer shall make written loan application and shall supply evidence of loan application and prequalification within five (5) calendar days after date of acceptance of this Contract. Failure to do so shall constitute default of the Contract. If this contingency cannot be carried out, this Offer shall become void and all money paid or obligations given by Buyer(s) shall be returned to Buyer(s).
B. Enter into a Contract for the sale of property(ies) in which Buyer now has an interest, located at

lesser amount as is accepted by 20

C. Review the following documents to be furnished by Seller by 20.

i) Copy of leases 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 20 by (Building Department) (Fire Department);
vi) Copies of all existing service contract agreements.

Initials

Property Address: 001 Sycamore RD DeKalb

City Council Approval Nov. 5th
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 20, 20__, 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 American Titles 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 funds shall continue to be held in escrow pending joint direction of the parties or an order of court of competent jurisdiction.

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

- TV Antenna
- Washer
- Central Air Conditioner
- Electronic Garage Door(s)
- Refrigerator
- Dryer
- Window Air Conditioner
- with transmitter(s)
- Oven/Ranges/Stove
- Sump Pump
- Electronic Air Filter
- Fireplace screen(s)
- Microwave
- Water softener (owned)
- Central Humidifier
- Fireplace gas log(s)
- Dishwasher
- All carpeting excluding area rugs
- Ceiling fan(s)
- Central Vac & Accessories
- Garbage disposal
- Built in or attached shelving
- Outdoor shed
- Existing storm & screens
- Trash compactor
- Smoke detectors
- All planted vegetation
- Security System
- All window treatments, attached shutters and hardware
- Carbon Monoxide Detector(s)
- Intercom

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 sprinkling) or the septic system. Failure to give notice as specified will void 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 and septic system by the DeKalb County Department of Health or an Illinois licensed Environmental Health Practitioner showing that the well water is bacteriologically safe and the nitrate level is within standards approved by the State of Illinois and that the septic system is in normal operating condition and without observable defects. If Seller is unable to provide a satisfactory evaluation and is unwilling to pay the cost of remedying any defect, then this Contract shall be voidable at the option of Buyer and all earnest money shall then be refunded to Buyer.

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

15. Seller warrants that Seller has not conducted, authorized or permitted the generation, transportation, storage, treatment or disposal 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 9002 of the Solid Waste Disposal Act. The parties hereto agree to comply with the notice and recording requirements of such Act. In the event Seller has not previously provided Buyer a written Disclosure Statement pursuant to such Act, Seller agrees to provide Buyer at closing with an affidavit stating that to Seller's knowledge, the premises are not subject to the Disclosure Statement requirements of the Act.

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

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

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

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

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

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

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

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

26. For purposes of execution of this Contract and providing subsequent notices and contingency removals 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.

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

OPTIONAL STANDARD CLAUSES

(Identify applicable clauses and initial complete, and make applicable deletions there to)

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

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

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

Property Address:
D. Repair or Replacement. This Contract is subject to Seller's (repair) (replacement) of ________________
to (normal 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 Contract and waives the provisions of
Paragraph 12 hereof. (DELETE PARAGRAPH 12 AND INITIAL DELETION -DOES NOT AFFECT DISCLOSURE
REQUIREMENTS).

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

G. Flood Certification. This Contract is subject to Buyer obtaining on or before __________ 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 advise 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: ________________

***NOTICE REGARDING ENVIRONMENTAL LIABILITY***

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

NOTICE TO PARTIES

By signing of this contract, you are entering into a binding legal agreement. Any representation
upon which you rely should be included in this agreement. No oral representation will be binding
upon or an obligation of the seller, buyer, real estate broker or agent.

Dated this __________ day of ____________________, 2019 and to be accepted on or before __________

(Rejected) This __________ day of ____________________, 2019

(Counterpart) This __________ day of ____________________, 2019

(Accepted) This __________ day of ____________________, 2019

To be accepted on or before __________

To be accepted on or before __________

To be accepted on or before __________

___ __________

___ __________

Seller

Buyer

CONFIRMATION OF CONSENT TO DUAL AGENCY

The undersigned confirm that they have previously consented to

Paul Miller ("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
901 SYCAMORE RD DEKALB

Mailing Address
No address on file

Current Owner
CITY OF DEKALB

Parcel Number
0814401013

Property Description Questions

Acreage
0

Lot Dimensions
110.25 X 127.90 X 113 X 137.91

Brief Property Description
WOODLAWN ACRES-PT LOT 17

Land Use Information

Land Use Description

Property Class Description
0090 Tax Exempt

Internet Explorer is not supported for map display.

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

**SETTLEMENT STATEMENT**

**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:

Frank Schermerhorn  
1212 Sycamore Rd  
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

### I. SETTLEMENT DATE:

December 16, 2019

### J. SUMMARY OF BORROWER'S TRANSACTION

<table>
<thead>
<tr>
<th>100. GROSS AMOUNT DUE FROM BORROWER:</th>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td>101. Contract Sales Price</td>
<td>8,500.00</td>
<td></td>
</tr>
<tr>
<td>102. Personal Property</td>
<td></td>
<td></td>
</tr>
<tr>
<td>103. Settlement Charges to Borrower (Line 1400)</td>
<td>390.00</td>
<td></td>
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<tr>
<td>104.</td>
<td></td>
<td></td>
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<tr>
<td>105.</td>
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</tbody>
</table>

**Adjustments For Items Paid By Seller in advance**

| 106. City/Town Taxes | to |  |
| 107. County Taxes | to |  |
| 108. Assessments | to |  |
| 109. |  |  |
| 110. |  |  |
| 111. |  |  |
| 112. |  |  |

**120. GROSS AMOUNT DUE FROM BORROWER:** 8,890.00

### K. SUMMARY OF SELLER'S TRANSACTION

| 400. GROSS AMOUNT DUE TO SELLER: |  |  |
| 401. Contract Sales Price | 8,500.00 |  |
| 402. Personal Property |  |  |
| 403. |  |  |
| 404. |  |  |
| 405. |  |  |

**Adjustments For Items Paid By Seller in advance**

| 406. City/Town Taxes | to |  |
| 407. County Taxes | to |  |
| 408. Assessments | to |  |
| 409. |  |  |
| 410. |  |  |
| 411. |  |  |
| 412. |  |  |

**420. GROSS AMOUNT DUE TO SELLER:** 8,500.00

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

| 501. Excess Deposit (See Instructions) |  |  |
| 502. Settlement Charges to Seller (Line 1400) | 1,678.00 |  |
| 503. Existing loan(s) taken subject to |  |  |
| 504. Payoff of first Mortgage |  |  |
| 505. Payoff of second Mortgage |  |  |
| 506. |  |  |
| 507. (Deposit disb. as proceeds) |  |  |
| 508. |  |  |
| 509. |  |  |

**Adjustments For Items Unpaid By Seller**

| 510. City/Town Taxes | to |  |
| 511. County Taxes | to |  |
| 512. Assessments | to |  |
| 513. |  |  |
| 514. |  |  |
| 515. |  |  |
| 516. |  |  |
| 517. |  |  |
| 518. |  |  |
| 519. |  |  |

**520. TOTAL REDUCTION AMOUNT DUE SELLER:** 1,678.00

### 600. CASH AT SETTLEMENT TO/FROM SELLER:

| 601. Gross Amount Due To Seller (Line 420) | 8,500.00 |  |
| 602. Less Reductions Due Seller (Line 520) | 1,678.00 |  |

**CASH (X TO) (FROM) SELLER:** 6,822.00

---

**220. TOTAL PAID BY/FOR BORROWER:** 1,000.00

**300. CASH AT SETTLEMENT FROM TO BORROWER:**

| 301. Gross Amount Due From Borrower (Line 120) | 8,890.00 |  |
| 302. Less Amount Paid By/For Borrower (Line 220) | 1,000.00 |  |

**CASH (X FROM) (TO) BORROWER:** 7,890.00
### L. Settlement Charges

**700. TOTAL COMMISSION Based on Price**
- $8,500.00 @ 5.000% = 425.00

<table>
<thead>
<tr>
<th>Division of Commission (line 700) as Follows:</th>
</tr>
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<tbody>
<tr>
<td>Borrowers</td>
</tr>
<tr>
<td>Payed From</td>
</tr>
<tr>
<td>SELLERS</td>
</tr>
<tr>
<td>Funds at Settlement</td>
</tr>
<tr>
<td>SETTLEMENT</td>
</tr>
<tr>
<td>$425.00</td>
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</tbody>
</table>

**703. Commission Paid at Settlement**
- $425.00

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

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

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

<table>
<thead>
<tr>
<th>901. Interest From to</th>
<th>$</th>
<th>/day</th>
<th>days</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>902. Mortgage Insurance Premium for months to</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>903. Hazard Insurance Premium for 1.0 years to</td>
<td></td>
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**1000. RESERVES DEPOSITED WITH LENDER**

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<thead>
<tr>
<th>1001. Hazard Insurance</th>
<th>@</th>
<th>$</th>
<th>per</th>
</tr>
</thead>
<tbody>
<tr>
<td>1002. Mortgage Insurance</td>
<td>@</td>
<td>$</td>
<td>per</td>
</tr>
<tr>
<td>1003. City/Town Taxes</td>
<td>@</td>
<td>$</td>
<td>per</td>
</tr>
<tr>
<td>1004. County Taxes</td>
<td>@</td>
<td>$</td>
<td>per</td>
</tr>
<tr>
<td>1005. Assessments</td>
<td>@</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**

| 1101. Settlement or Closing Fee | to American Title Guaranty, Inc. | 200.00 |
| 1102. Abstract or Title Search | to |
| 1103. Title Examination        | to |
| 1104. Title Insurance Binder   | to |
| 1105. Document Preparation     | to |
| 1106. Notary Fees              | to |
| 1107. Attorney's Fees          | to |
|                                   | includes above item numbers: |
|                                   | ) |
| 1108. Title Insurance (includes above item numbers: ) | 0.00 | 435.00 |
| 1109. Lender's Coverage        | $ |
| 1110. Owner's Coverage         | $ | 8,500.00 | 435.00 |
| 1111. CPL Fees                 | to American Title Guaranty, Inc. | 25.00 | 50.00 |
| 1112. Update/Later Date Fees   | to American Title Guaranty, Inc. | 100.00 | 100.00 |

**1200. GOVERNMENT RECORDING AND TRANSFER CHARGES**

| 1201. Recording Fees: Deed | $ | 65.00 |
| 1202. City/County Tax/Stamp: | Deed | 0.00 | Mortgage |
| 1203. State Tax/Stamp: | Deed | 0.00 | Mortgage |
| 1204. State of ILDFI Policy Fee | to American Title Guaranty, Inc. | 3.00 |

**1300. ADDITIONAL SETTLEMENT CHARGES**

| 1301. Survey | to W. E. Hanna Surveyors | 400.00 |
| 1302. Pest Inspection | to |

**1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)**
- 390.00
- 1,678.00

Certified to be a true copy.
AMERICAN TITLE GUARANTY, INC.
TRUST / ESCROW
2046 ABERDEEN CT., STE. B
SYCAMORE, IL 60178

RESOURCE BANK, IA
CORTLAND DEKALB SICAO
HINCKLEY MALA SYCAMORE
70-1435/719

00030318
Closing Proceeds

---Six Thousand Eight Hundred Twenty Two and 00/100---

DATE
December 16, 2019

AMOUNT
$6,822.00

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

VOID AFTER 120 DAYS

Mandy K. Brunner
ACKNOWLEDGMENT OF RECEIPT OF SETTLEMENT STATEMENT

Borrower:  Frank Schermerhorn
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 16, 2019
Property Location: 901 Sycamore Rd
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.

Frank Schermerhorn

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.
Illinois Agent Issued Seller Closing Protection Letter

12/16/2019
City of DeKalb
200 S 4th St
DeKalb, IL 60115
Phone:
Fax:

Transaction File Number (hereafter, "the Real Estate Transaction"): 00030318

Buyer/Borrower: Frank Schermerhorn
Property Address: 901 SYCAMORE RD, DEKALB, IL 60115

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

Re: Seller Closing Protection Letter

Dear Sir or Madam:

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

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

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

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

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

Validation Code: 4310c22b-9e1e-41
Online Validation: https://agency.myfirstam.com/validation/
Agency Support Center - 8605 Largo Lakes Dr., Suite 100, Largo, FL 33773, 1-866-701-3361
2. Fraud, dishonesty, or negligence of the title insurance agent in handling funds or documents in connection with closings to the extent that the fraud, dishonesty, or negligence relates to the status of the title to the interest in land or, in the case of a Seller/Lessor, to the extent that the fraud, dishonesty, or negligence relates to funds paid to the Seller/Lessor or on behalf of the Seller/Lessor.

Conditions and Exclusions:

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

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

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

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

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

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

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

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

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

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

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

First American Title Insurance Company

BY:

[Signature]

Phillip Sholar, SVP, Director of Underwriting
**SUBSTITUTE FORM 1099-S**
**PROCEEDS FROM REAL ESTATE TRANSACTIONS FOR THE TAX YEAR: 2019**
**OMB No. 1545-0997**

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

Filer's Federal Tax ID Number: 36-3607907
File Number: 00030318

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

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

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Date of Closing:</td>
<td>2) Gross Proceeds:</td>
<td>4) X here if property or services received:</td>
<td>5) X here if foreign person:</td>
</tr>
<tr>
<td>December 16, 2019</td>
<td>8500.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Address or Legal Description:**
901 Sycamore Rd/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, AN 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.**

**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 last 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 8826 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.

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

Department of the Treasury - Internal Revenue Service

(00030318.PFD/00030318/11)
SPECIAL WARRANTY DEED

Illinois Statutory

MAIL TO:

Frank Shermehorn
1212 Sycamore Rd.
DeKalb, IL 60115

SEND SUBSEQUENT TAX BILLS
TO:

Frank Shermehorn
1212 Sycamore Rd.
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 $8,500.00 and other valuable consideration, CONVEYS and WARRANTS to the GRANTEE Frank Shermehorn, with an address located at 1212 Sycamore Rd., 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:

LOT 17 IN WOODLAWN ACRES, A SUBDIVISION OF A PART OF THE SOUTH EAST 1/4 OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 28, 1948 AS DOCUMENT NO. 213915, IN PLAT BOOK "G", PAGE 140 IN DEKALB COUNTY, ILLINOIS, (EXCEPTING THEREFROM THE FOLLOWING: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 17; THENCE SOUTHWESTERLY ON THE SOUTHERLY LINE OF SAID LOT 17, SAID LINE HAVING A BEARING OF SOUTH 60 DEGREES 19 MINUTES 06 SECONDS WEST, A DISTANCE OF 109.80 FEET TO A POINT ON THE SOUTHWEST CORNER OF SAID LOT 17; SAID LINE HAVING A BEARING OF NORTH 29 DEGREES 21 MINUTES 11 SECONDS WEST, A DISTANCE OF 16.10 FEET TO A POINT; THENCE NORTHEASTERLY ON A LINE HAVING A BEARING OF NORTH 65 DEGREES 31 MINUTES 47 SECONDS EAST, A DISTANCE OF 110.25 FEET TO A POINT IN THE EASTERLY LINE OF SAID LOT 17; THENSE SOUTHEASTERLY ON SAID EASTERLY LINE, SAID LINE HAVING A BEARING OF SOUTH 28 DEGREES 51 MINUTES 16 SECONDS EAST, A DISTANCE OF 6.09 FEET TO THE POINT OF BEGINNING).

Commonly known as 901 Sycamore Rd, DeKalb, Illinois 60115

PIN 08-14-401-013

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 2nd day of November, 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 29th day of December, 2019.

November

Notary Public

OFFICIAL SEAL
RUTH A SCOTT
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires July 24, 2022
State of Illinois

County of DeKalb

Matthew Rose, City Attorney DeKalb, being duly sworn on oath, states that he resides at
30 N. LaSalle St. Ste 1629 Chicago IL 60602

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

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

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

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

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

Signature of Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS __th DAY OF December __, 20__

Signature of Notary Public

REVISED 04/01/03

MANDY K. BURLUS
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 02/22/23
### PTAX-203
#### Illinois Real Estate Transfer Declaration

**Please read the instructions before completing this form.**

This form can be completed electronically at [tax.illinois.gov/retax](http://tax.illinois.gov/retax).

**Step 1: Identify the property and sale information.**

1. **901 Sycamore Road**
   - Street address of property (or 911 address, if available)
   - **DeKalb**
   - ZIP: 60115

2. **DeKalb**
   - City or village

3. **1**
   - Write the total number of parcels to be transferred.

4. **Property Index number (PIN)**
   - a. 08-14-400-013
   - b. 
   - c. 
   - d. 

5. **Lot size or acreage**
   - a. 10.25 x 127.90
   - b. 
   - c. 
   - d. 

6. **Township**
   - 

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

8. **Date of instrument:**
   - **1/20/99**
   - **Month Year**

9. **Type of instrument (Mark with an "X"):**
   - **X** Warranty deed
   - Q Quit claim deed
   - _ Executor deed
   - _ Trustee deed
   - _ Beneficial Interest
   - _ Other (specify):

10. **Will the property be the buyer's principal residence?**
    - **Yes X No**

11. **Was the property advertised for sale?**
    - **Yes X No**
    - (i.e., media, sign, newspaper, radio)

12. **Identify the property's current and intended primary use.**
    - **Land/lot only**
    - **X** 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 X** Other (specify):

13. **Calculate the amount of transfer tax due.**

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

<table>
<thead>
<tr>
<th>Line</th>
<th>Description</th>
<th>Amount ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>11</td>
<td>Full actual consideration</td>
<td>$5.250,000.00</td>
</tr>
<tr>
<td>12a</td>
<td>Amount of personal property included in the purchase</td>
<td>$0.00</td>
</tr>
<tr>
<td>12b</td>
<td>Was the value of a mobile home included on Line 12a?</td>
<td>Yes X No</td>
</tr>
<tr>
<td>13</td>
<td>Subtract Line 12a from Line 11. This is the net consideration for real property.</td>
<td>$5.250,000.00</td>
</tr>
<tr>
<td>14</td>
<td>Amount for other real property transferred to the seller (in a simultaneous exchange) as part of the full actual consideration on Line 11</td>
<td>$0.00</td>
</tr>
<tr>
<td>15</td>
<td>Outstanding mortgage amount to which the transferred real property remains subject</td>
<td>$0.00</td>
</tr>
<tr>
<td>16</td>
<td>If this transfer is exempt, use an &quot;X&quot; to identify the provision.</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Subtract Lines 14 and 15 from Line 13. This is the net consideration subject to transfer tax.</td>
<td>$1.000,000.00</td>
</tr>
<tr>
<td>18</td>
<td>Divide Line 17 by 500. Round the result to the next highest whole number (e.g., 61,002 rounds to 62).</td>
<td>17</td>
</tr>
<tr>
<td>19</td>
<td>Illinois tax stamps — multiply Line 18 by 0.50.</td>
<td>$8.500.00</td>
</tr>
<tr>
<td>20</td>
<td>County tax stamps — multiply Line 18 by 0.25.</td>
<td>$20.00</td>
</tr>
<tr>
<td>21</td>
<td>Acid Lines 19 and 20. This is the total amount of transfer tax due.</td>
<td>$20.00</td>
</tr>
</tbody>
</table>

---

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-492-0227

Page 1 of 4
Step 3: Write the legal description from the deed. Write, type (minimum 10-point font required), or attach the legal description from the deed. If you prefer, submit an 8½” x 11” copy of the extended legal description with this form. You may also use the space below to write additional property index numbers, lots sizes or acreage from Step 1, Line 3.

See attached

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
Seller's or trustee's name
200 S. 4th Street, Dekalb, Illinois 60115
Street address (after sale)

Seller's or agent's signature

**Buyer Information (Please print.)**

Frank Schmerhorn
Buyer's or trustee's name
1212 S. Rampart Rd, Dekalb, IL 60115
Street address (after sale)

Buyer's or agent's signature

Mail tax bill to:
Frank Schmerhorn 1212 S. Rampart Rd, Dekalb, IL 60115

**Preparer Information (Please print.)**

M. Rose
Preparer's and company's name
30 N. LaSalle St, Ste. 1624 Chicago, IL 60602
Street address

Preparer's signature
mrose2ermc.com
Preparer's e-mail address (if available)

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 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

Illinois Department of Revenue Use

Tab number

Page 2 of 4

PTAX-203 (R-10/10)
LOT 17 IN WOODLAWN ACRES, A SUBDIVISION OF A PART OF THE 
SOUTH EAST 1/4 OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 4, 
EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE 
PLAT THEREOFRecorded June 28, 1948 AS DOCUMENT NO. 
213915, IN PLAT BOOK "G", PAGE 140 IN DEKALB COUNTY, ILLINOIS, 
(EXCEPTING THEREFROM THE FOLLOWING: BEGINNING AT THE 
SOUTHEAST CORNER OF SAID LOT 17; THENCE SOUTHWESTERLY 
ON THE SOUTHERLY LINE OF SAID LOT 17, SAID LINE HAVING A 
BEARING OF SOUTH 60 DEGREES 19 MINUTES 06 SECONDS WEST, 
A DISTANCE OF 109.80 FEET TO A POINT ON THE SOUTHWEST 
CORNER OF SAID LOT 17; SAID LINE HAVING A BEARING OF NORTH 
29 DEGREES 21 MINUTES 11 SECONDS WEST, A DISTANCE OF 16.10 
FEET TO A POINT; THENCE NORTHEASTERLY ON A LINE HAVING A 
BEARING OF NORTH 65 DEGREES 31 MINUTES 47 SECONDS EAST, 
A DISTANCE OF 110.25 FEET TO A POINT IN THE EASTERN LINE OF 
SAID LOT 17; THENSE SOUTHEASTERLY ON SAID EASTERN LINE, 
SAID LINE HAVING A BEARING OF SOUTH 28 DEGREES 51 MINUTES 
16 SECONDS EAST, A DISTANCE OF 6.09 FEET TO THE POINT OF 
BEGINNING).
American Title Guaranty, Inc.
Agency/Escrow-Disbursement Agreement

RE: City of DeKalb and Schermerhorn
       Seller                                  Buyer

Property commonly known as: 901 Sycamore Rd, DeKalb IL 60115

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

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

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

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

   A. General Real Estate Taxes 2019 and thereafter,
   B. Schedule B Special Exceptions 1-9, 11-15.
   C. The mortgage made by the Buyer in this transaction.

Seller
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, Inc., 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

F:\forms\escrow.docx2015
FIRST AMERICAN TITLE
ALTA (2006) LOAN AND EXTENDED COVERAGE STATEMENT (ILLINOIS FORM)

Commitment #  Date:

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)

[Signature]

Individuals/Beneficiaries of Trust or Purchaser(s)

[Signature]

Corporations

IN WITNESS WHEREOF, [Signatures] has caused these presents to be signed by its [Title]
President and attested by its [Title]
Secretary under its corporate seal on the above date.
By: [Signatures]
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 [Date]. 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: [Date]  Signature:
Commitment for Title Insurance

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRANSACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company

[Signature]

Dennis J. Gilmore, President

[Signature]

Jeffrey S. Robinson, Secretary

If this jacket was created electronically, it constitutes an original document.

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 CONDITIONS

1. DEFINITIONS
   (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
   (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
   (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
   (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
   (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
   (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
   (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
   (h) "Title": The estate or interest of record at the Commitment Date.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company’s liability and obligation end.

3. The Company’s liability and obligation is limited by and this Commitment is not valid without:
   (a) the Notice;
   (b) the Commitment to Issue Policy;
   (c) the Commitment Conditions;
   (d) Schedule A;
   (e) Schedule B, Part I—Requirements;
   (f) Schedule B, Part II—Exceptions; and
   (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY’S RIGHT TO AMEND
   The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY
   (a) The Company’s liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
      (i) comply with the Schedule B, Part I—Requirements;
      (ii) eliminate, with the Company’s written consent, any Schedule B, Part II—Exceptions; or
      (iii) acquire the Title or create the Mortgage covered by this Commitment.
   (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
   (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
   (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
   (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
   (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.

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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Form 5030000 (1-31-17) ALTA Commitment for Title Insurance (8-1-16)

(00030318.PFD/00030318/7)
6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT
(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
(b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
(c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
(d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
(e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is $2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.
SCHEDULE A

1. Commitment Date: November 25, 2019 at 04:30 PM

2. Policy to be issued:
   (a) [X] ALTA Own. Policy (06/17/06)
       Proposed Insured: Frank Schmerhorn
       Proposed Policy Amount: $8,500.00
   (b) [X] ALTA Loan Policy (06/17/06)
       Proposed Insured: 
       Proposed Policy Amount: 

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

5. The Land is described as follows:

   Lot 17 in Woodlawn Acres, a subdivision of a part of the Southeast Quarter of Section 14, Township 40 North, Range 4 East of the Third Principal Meridian, according to the plat thereof recorded June 28, 1948 as Document No. 213915, in Plat Book "G", page 140, in DeKalb County, Illinois, EXCEPTING THEREFROM the following: Beginning at the Southeast corner of said Lot 17, thence Southwesterly on the Southerly line of said Lot 17, said line having a bearing of South 60 degrees 19 minutes 08 seconds West, a distance of 108.80 feet to a point on the Southwest corner of said Lot 17; thence Northwesterly on the Westerly line of said Lot 17, said line having a bearing of North 29 degrees 21 minutes 11 seconds West, a distance of 16.10 feet to a point; thence Northeasterly on a line having a bearing of North 65 degrees 31 minutes 47 seconds East, a distance of 110.25 feet to a point in the Easterly line of said Lot 17, thence Southeasterly on said Easterly line, said line having a bearing of South 28 degrees 51 minutes 16 seconds East, a distance of 6.08 feet to the point of beginning, all situated in DeKalb County, Illinois.
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. 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.

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"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. If any contemplated deed of conveyance of the land is exempt from the operation of the provisions of Paragraph 1(a) of Chapter 109 of the Illinois Revised Statutes, such deed should be accompanied by a proper affidavit establishing to the satisfaction of the Recorder of DeKalb County, Illinois, that the conveyance is so exempt. If said conveyance is not so exempt, compliance should be had with the provisions of said Paragraph 1(a).

12. 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 8 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 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:

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 ALTANSPS 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: 08-14-401-013
   No taxes due, exempt from taxation

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. Verified Demolition Lien in the amount of $29,308.82 filed by the City of DeKalb against Florence Rauworth, et al.; said lien was recorded April 30, 2012 as Document No. 2012004953.

SCHEDULE B
(Continued)

Commitment No.: 00030318

12. Building line as per the plat of said subdivision over the Southeasterly 30 feet of said lot.

13. Public utility easement as per the plat of said subdivision over the Northwesterly 3 feet of said lot.

14. Covenants, conditions and restrictions as contained on the plat of the aforesaid subdivision recorded in Book "G" of Plats, page 140 as Document No. 213915.


16. END OF SCHEDULE B - SECTION II