RESOLUTION 2020-008  

AUTHORIZING THE SALE OF REAL PROPERTY LOCATED AT 315 N. TENTH STREET, DEKALB, ILLINOIS (PIN 08-23-258-011) IN THE AMOUNT OF $6,000.

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 315 N. Tenth Street, DeKalb Illinois ("the Property"), Parcel Identification Number (PIN) 08-23-258-011, which property is legally described as follows:

LOT 5 (EXCEPTING THEREFROM THE SOUTHERLY 66 FEET THEREOF), IN BLOCK 14, IN GILSON'S ADDITION TO THE ORIGINAL VILLAGE, NOW CITY OF DEKALB, SITUATED IN THE COUNTY OF DEKALB, IN THE STATE OF 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 Frank Schermerhorn in the amount of $6,000.

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 13th day of January 2020 and approved by me as Mayor on the same day. Passed by an 8-0 roll call vote. Aye: Morris, Smith, Perkins, McAdams, Verbic, Faivre, Mayor Smith. Nay: None.

ATTEST:

RUTH A. SCOTT
Executive Assistant

[Stamp]  
STATE OF ILLINOIS  
COUNTY OF DEKALB  

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

(Listing Office/Listing Agent/Phone)                                                (Selling Office/Buyers Agent/Phone)

Adolph Miller, PAUL                                                      Adolph Miller, PAUL

1. THE PARTIES:
Buyer(s):  Fowur Schepkerhorn
Address:  212 Sycamore Rd, City DeKalb, State IL Zip 6015
Seller(s):  City of DeKalb
Address:  700 S. 4th, City DeKalb, State IL Zip 6015

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 315 N. 10th St, DeKalb.

3. Purchase price of $1,000,000 shall be paid as $600,000 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 $___________, the balance in cash at time of closing;
(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) __ Conventional, FHA, __ VA, __ Balloon, __ Commercial mortgage loan of ________ with an initial (check one) __ Fixed rate, __ Adjustable rate of interest not to exceed ______ percent, amortized over ______ years, and with Buyer's Closing points not to exceed ______ percent, if applicable.

5. Seller shall pay up to $___________ toward Buyer's loan expenses. Buyer must make written loan application and 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).

6. 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 ________ 20 ______ 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 the Contract. This Contract shall be void unless Buyer eliminates this contingency B in writing within ______ hours after receiving written notice of Seller's acceptance of an accepted subsequent bona fide offer. In the event the funding of Buyer's loan referenced in Paragraph 5A hereof is conditioned upon the completion of the sale of property in Which Buyer now has an Interest, and such sale does not occur resulting in lender'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 ________ 20 ______ and complete the sale of such property on or before closing:

1) Copy of lease including option to renewal or agreements/options to purchase;
2) List of tenant's monthly rental and security deposits;
3) List of personal property located on the premises to be transferred to Buyer;
4) Evidence that the premises are presently zoned ________ and present use is ________ (conforming/non-conforming);
5) Inspection of the premises by ________ 20 ______ by (Building Department) (Fire Department);
6) Copies of all existing service contract agreements.

Initials ____________________________

Property Address:  315 N. 10th St, DeKalb
D. Receive from Seller by , 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 .

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 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 0.5% 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 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 Bill of Sale, all heating, electrical and plumbing systems, and other fixtures and equipment unless stated herein:

<table>
<thead>
<tr>
<th>Item</th>
<th>Item</th>
<th>Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>TV Antenna</td>
<td>Washer</td>
<td>Central Air Conditioner</td>
</tr>
<tr>
<td>Refrigerator</td>
<td>Dryer</td>
<td>Window Air Conditioner</td>
</tr>
<tr>
<td>Oven/Range/Stove</td>
<td>Sump Pump</td>
<td>Electronic Air Filter</td>
</tr>
<tr>
<td>Microwave</td>
<td>Water softener (owned)</td>
<td>Central Humidifier</td>
</tr>
<tr>
<td>Dishwasher</td>
<td>All carpeting excluding area rugs</td>
<td>Ceiling fan(s)</td>
</tr>
<tr>
<td>Garbage disposal</td>
<td>Built-in or attached shelving</td>
<td>Outdoor shed</td>
</tr>
<tr>
<td>Trash compacter</td>
<td>Smoke detectors</td>
<td>All planted vegetation</td>
</tr>
<tr>
<td>All window treatments, attached shutters and hardware</td>
<td>Carbon Monoxide Detector(s)</td>
<td>Security System</td>
</tr>
<tr>
<td>Other items included:</td>
<td>Intercom</td>
<td></td>
</tr>
</tbody>
</table>

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 above, waives the written 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 of date of acceptance of Contract, ordinary wear and tear excepted.

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

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

17. 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.

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 title 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 materials. 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 of damage, which proceeds Seller agrees to assign to Buyer.

21. Should Buyer fail to perform this Contract promptly at the time 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:
   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 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 thereto)

Seller's Initials: ___________________________  Buyer's Initials: ___________________________

1. Cancellation of Prior Contract. This Contract is subject to the cancellation of Seller's prior Contract on or before _______.

2. 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 Seller'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 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.

3. 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: ___________________________
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 ERNEST MONEY REFUNDED TO BUYER UPON WRITTEN DIRECTION OF THE PARTIES TO ESCROWEE.

D. Repair or Replacement. This Contract is subject to Seller's (repair) (replacement) of ____________________ 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 by writing 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 _______ 20 ______ a guarantee 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.

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 ________, 201____ and to be accepted on or before _______ ______, 201____

Accepted) This _______ day of ________, 201____ (Rejected) This _______ day of ________, 201____

(Counered) This _______ day of ________, 201____ (To be accepted on or before _______ ______, 201____

(Seller Initials): ______________________ (Buyer Initials): ______________________

The undersigned confirm that they have previously consented to _______ 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: ______________________
# Settlement Statement

**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 "[HIC]" 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:**
A-Plan Construction, Inc  
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:**

**G. PROPERTY LOCATION:**
315 N 10th St  
DeKalb, IL 60115  
De Kalb County, Illinois

**H. SETTLEMENT AGENT:**
American Title Guaranty, Inc.

**PLACE OF SETTLEMENT:**
2045 Aberdeen Ctr, Ste B  
Sycamore, IL 60178

**I. SETTLEMENT DATE:**
January 31, 2020

---

### J. SUMMARY OF BORROWER'S TRANSACTION

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>101. Contract Sales Price</td>
<td>6,000.00</td>
</tr>
<tr>
<td>102. Personal Property</td>
<td>390.00</td>
</tr>
<tr>
<td>104.</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>6,390.00</strong></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>106. City/Town Taxes</td>
<td>to</td>
</tr>
<tr>
<td>107. County Taxes</td>
<td>to</td>
</tr>
<tr>
<td><strong>Total Adjustment</strong></td>
<td><strong>1,000.00</strong></td>
</tr>
</tbody>
</table>

**200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>201. Deposit or earnest money</td>
<td>1,000.00</td>
</tr>
<tr>
<td><strong>Total Paid</strong></td>
<td><strong>2,000.00</strong></td>
</tr>
</tbody>
</table>

**209. Adjustments For Items Unpaid By Seller**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>210. City/Town Taxes</td>
<td>to</td>
</tr>
<tr>
<td>211. County Taxes</td>
<td>to</td>
</tr>
<tr>
<td>212. Assessments</td>
<td>to</td>
</tr>
<tr>
<td><strong>Total Adjustment</strong></td>
<td><strong>1,000.00</strong></td>
</tr>
</tbody>
</table>

**220. TOTAL PAID BY/FOR BORROWER**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Paid</strong></td>
<td><strong>1,000.00</strong></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>301. Gross Amount Due From Borrower (Line 120)</td>
<td>6,390.00</td>
</tr>
<tr>
<td>302. Less Amount Paid By/For Borrower (Line 220)</td>
<td>(1,000.00)</td>
</tr>
<tr>
<td><strong>CASH (X FROM TO) BORROWER</strong></td>
<td><strong>5,390.00</strong></td>
</tr>
</tbody>
</table>

---

### K. SUMMARY OF SELLER'S TRANSACTION

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>401. Contract Sales Price</td>
<td>6,000.00</td>
</tr>
<tr>
<td>402. Personal Property</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>6,000.00</strong></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>406. City/Town Taxes</td>
<td>to</td>
</tr>
<tr>
<td>407. County Taxes</td>
<td>to</td>
</tr>
<tr>
<td>408. Assessments</td>
<td>to</td>
</tr>
<tr>
<td><strong>Total Adjustment</strong></td>
<td><strong>1,613.00</strong></td>
</tr>
</tbody>
</table>

**500. REDUCTIONS IN AMOUNT DUE TO SELLER**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>502. Settlement Charges to Seller (Line 1400)</td>
<td>1,613.00</td>
</tr>
<tr>
<td>503. Existing loan(s) taken subject to</td>
<td></td>
</tr>
<tr>
<td>504. Payoff of first Mortgage</td>
<td></td>
</tr>
<tr>
<td>505. Payoff of second Mortgage</td>
<td></td>
</tr>
<tr>
<td>507. (Deposit disb. as proceeds)</td>
<td></td>
</tr>
<tr>
<td><strong>Total Reduction</strong></td>
<td><strong>1,613.00</strong></td>
</tr>
</tbody>
</table>

**520. TOTAL REDUCTION AMOUNT DUE SELLER**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Reduction</strong></td>
<td><strong>1,613.00</strong></td>
</tr>
</tbody>
</table>

**600. CASH AT SETTLEMENT TO/FROM SELLER**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>601. Gross Amount Due To Seller (Line 420)</td>
<td>6,000.00</td>
</tr>
<tr>
<td>602. Less Reductions Due Seller (Line 520)</td>
<td>(1,613.00)</td>
</tr>
<tr>
<td><strong>CASH (X TO) SELLER</strong></td>
<td><strong>4,387.00</strong></td>
</tr>
<tr>
<td>Description</td>
<td>Amount</td>
</tr>
<tr>
<td>----------------------------------------------------------------------------</td>
<td>----------</td>
</tr>
<tr>
<td>L. SETTLEMENT CHARGES</td>
<td></td>
</tr>
<tr>
<td>700. TOTAL COMMISSION Based on Price</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>Division of Commission (line 700) as Follows:</td>
<td></td>
</tr>
<tr>
<td>701. $ 300.00 to Miller Real Estate</td>
<td></td>
</tr>
<tr>
<td>702. $ to Miller Real Estate</td>
<td></td>
</tr>
<tr>
<td>703. Commission Paid at Settlement</td>
<td>300.00</td>
</tr>
<tr>
<td>704.</td>
<td></td>
</tr>
<tr>
<td>800. ITEMS PAYABLE IN CONNECTION WITH LOAN</td>
<td></td>
</tr>
<tr>
<td>801. Loan Origination Fee % to</td>
<td></td>
</tr>
<tr>
<td>802. Loan Discount % to</td>
<td></td>
</tr>
<tr>
<td>803. Appraisal Fee to</td>
<td></td>
</tr>
<tr>
<td>804. Credit Report to</td>
<td></td>
</tr>
<tr>
<td>805. Lender's Inspection Fee to</td>
<td></td>
</tr>
<tr>
<td>806. Mortgage Ins. App. Fee to</td>
<td></td>
</tr>
<tr>
<td>807. Assumption Fee to</td>
<td></td>
</tr>
<tr>
<td>808.</td>
<td></td>
</tr>
<tr>
<td>809.</td>
<td></td>
</tr>
<tr>
<td>810.</td>
<td></td>
</tr>
<tr>
<td>811.</td>
<td></td>
</tr>
<tr>
<td>900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE</td>
<td></td>
</tr>
<tr>
<td>901. Interest From to @ $ /day (days %)</td>
<td></td>
</tr>
<tr>
<td>902. Mortgage Insurance Premium for months to</td>
<td></td>
</tr>
<tr>
<td>903. Hazard Insurance Premium for 1.0 years to</td>
<td></td>
</tr>
<tr>
<td>904.</td>
<td></td>
</tr>
<tr>
<td>905.</td>
<td></td>
</tr>
<tr>
<td>1000. RESERVES DEPOSITED WITH LENDER</td>
<td></td>
</tr>
<tr>
<td>1001. Hazard Insurance @ $ per</td>
<td></td>
</tr>
<tr>
<td>1002. Mortgage Insurance @ $ per</td>
<td></td>
</tr>
<tr>
<td>1003. City/Town Taxes @ $ per</td>
<td></td>
</tr>
<tr>
<td>1004. County Taxes @ $ per</td>
<td></td>
</tr>
<tr>
<td>1005. Assessments @ $ per</td>
<td></td>
</tr>
<tr>
<td>1006. @ $ per</td>
<td></td>
</tr>
<tr>
<td>1007. @ $ per</td>
<td></td>
</tr>
<tr>
<td>1008. @ $ per</td>
<td></td>
</tr>
<tr>
<td>1100. TITLE CHARGES</td>
<td></td>
</tr>
<tr>
<td>1101. Settlement or Closing Fee to American Title Guaranty, Inc.</td>
<td>$200.00</td>
</tr>
<tr>
<td>1102. Abstract or Title Search to</td>
<td></td>
</tr>
<tr>
<td>1103. Title Examination to</td>
<td></td>
</tr>
<tr>
<td>1104. Title Insurance Binder to</td>
<td></td>
</tr>
<tr>
<td>1105. Document Preparation to</td>
<td></td>
</tr>
<tr>
<td>1106. Notary Fees to</td>
<td></td>
</tr>
<tr>
<td>1107. Attorney's Fees to</td>
<td></td>
</tr>
<tr>
<td>1108. Title Insurance to American Title Guaranty</td>
<td>0.00</td>
</tr>
<tr>
<td>1109. Owner's Coverage $</td>
<td></td>
</tr>
<tr>
<td>1110. Owner's Coverage $ 6,000.00</td>
<td>435.00</td>
</tr>
<tr>
<td>1111. CPL Fees to American Title Guaranty, Inc.</td>
<td>25.00</td>
</tr>
<tr>
<td>1112. Update/Later Date Fees to American Title Guaranty, Inc.</td>
<td>100.00</td>
</tr>
<tr>
<td>1113.</td>
<td></td>
</tr>
<tr>
<td>1200. GOVERNMENT RECORDING AND TRANSFER CHARGES</td>
<td></td>
</tr>
<tr>
<td>1201. Recording Fees: Deed $ 65.00; Mortgage $ ; Releases $</td>
<td>65.00</td>
</tr>
<tr>
<td>1202. City/County Tax/Stamp's: Deed 0.00; Mortgage</td>
<td></td>
</tr>
<tr>
<td>1203. State Tax/Stamp's: Deed 0.00; Mortgage</td>
<td></td>
</tr>
<tr>
<td>1204. State of IL-DFI Policy Fee to American Title Guaranty, Inc.</td>
<td>3.00</td>
</tr>
<tr>
<td>1205.</td>
<td></td>
</tr>
<tr>
<td>1300. ADDITIONAL SETTLEMENT CHARGES</td>
<td></td>
</tr>
<tr>
<td>1301. Survey to W.E. Hanna Surveyors</td>
<td>525.00</td>
</tr>
<tr>
<td>1302. Pest Inspection to</td>
<td></td>
</tr>
<tr>
<td>1303.</td>
<td></td>
</tr>
<tr>
<td>1304.</td>
<td></td>
</tr>
<tr>
<td>1305.</td>
<td></td>
</tr>
<tr>
<td>1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)</td>
<td>390.00</td>
</tr>
</tbody>
</table>

Certified to be a true copy.
AMERICAN TITLE GUARANTY, INC.

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

--- Four Thousand Three Hundred Eighty Seven and 00/100 Dollars ---

DATE
January 31, 2020

AMOUNT
$4,387.00

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

VOID AFTER 180 DAYS
ACKNOWLEDGMENT OF RECEIPT OF SETTLEMENT STATEMENT

Borrower: A-Plan Construction, Inc
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: January 31, 2020
Property Location: 315 N 10th St
DeKalb, IL 60115
DeKalb County, Illinois

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

A-Plan Construction, Inc

City of DeKalb
BY:

American Title Guaranty, Inc.
Settlement Agent

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.

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 A-Plan Construction, Inc.

Seller

Buyer

Property commonly known as: 315 N 10th St., DeKalb

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 1-12.
   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).

[Signatures]

Seller

Buyer

Seller

Buyer

*XM/Forms/escrow.dis2015*
PTAX-203
Illinois Real Estate Transfer Declaration

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

Step 1: Identify the property and sale information.

1 315 N. Tenm Street 60115

City or village Dekalb

Township Dekalb

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

3 Write the parcel identifying numbers and lot sizes or acreage.

<table>
<thead>
<tr>
<th>Property index number (PIN)</th>
<th>Lot size or acreage</th>
</tr>
</thead>
<tbody>
<tr>
<td>a 08 0 23 258 011</td>
<td>57 x 130</td>
</tr>
<tr>
<td>b</td>
<td></td>
</tr>
<tr>
<td>c</td>
<td></td>
</tr>
<tr>
<td>d</td>
<td></td>
</tr>
</tbody>
</table>

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

4 Date of instrument: 01/2020

5 Type of instrument (Mark with an "X"): X Warranty deed

_ Quit claim deed _ Executor deed _ Trustee deed

_Beneficial interest _ Other (specify):

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

7 _ Yes _ No Was the property advertised for sale?

8 Identify the property's current and intended use. (Mark only one item per column with an "X")

<table>
<thead>
<tr>
<th>Current Use</th>
<th>Intended Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>a X Land/lot only</td>
<td></td>
</tr>
<tr>
<td>b Residence (single-family, condominium, townhome, or duplex)</td>
<td></td>
</tr>
<tr>
<td>c Mobile home residence</td>
<td></td>
</tr>
<tr>
<td>d Apartment building (6 units or less) No. of units</td>
<td></td>
</tr>
<tr>
<td>e Apartment building (over 6 units) No. of units</td>
<td></td>
</tr>
<tr>
<td>f Office</td>
<td></td>
</tr>
<tr>
<td>g Retail establishment</td>
<td></td>
</tr>
<tr>
<td>h Commercial building (specify):</td>
<td></td>
</tr>
<tr>
<td>i Industrial building</td>
<td></td>
</tr>
<tr>
<td>j Farm</td>
<td></td>
</tr>
<tr>
<td>k Other (specify):</td>
<td></td>
</tr>
</tbody>
</table>

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

Date of significant change: ________________

[Mark with an "X"]

- Demolition/damage
- Additions
- Major remodeling
- New construction
- Other (specify): ________________

10 Identify only the items that apply to this sale. (Mark with an "X")

a Fulfillment of installment contract — year contract initiated: ________________

b Sale between related individuals or corporate affiliates

c Transfer of less than 100 percent interest
d Court-ordered sale
e Sale in lieu of foreclosure
f Condemnation
g Short sale
h Bank REO (real estate owned)
i Auction sale
j Seller/buyer is a relocation company
k Seller/buyer is a financial institution or government agency
l Buyer is a real estate investment trust
m Buyer is a pension fund
n Buyer is an adjacent property owner
o Buyer is exercising an option to purchase
p Trade of property (simultaneous)
q Sale-leaseback
r Other (specify): ________________

s Homestead exemptions on most recent tax bill:

1 General/Alternative $ ____________
2 Senior Citizens $ ____________
3 Senior Citizens Assessment Freeze $ ____________

Step 2: Calculate the amount of transfer tax due.

Note: Round Lines 11 through 18 to the next highest whole dollar. If the amount on Line 11 is over $1 million and the property's current use on Line 8 above is marked "e", "f", "g", "h", "j", 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>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>11</td>
<td>$6,000</td>
</tr>
<tr>
<td>12a</td>
<td>$0</td>
</tr>
<tr>
<td>12b</td>
<td>Yes X</td>
</tr>
<tr>
<td>13</td>
<td>$4,000</td>
</tr>
<tr>
<td>14</td>
<td>$6,000</td>
</tr>
<tr>
<td>15</td>
<td>$0</td>
</tr>
<tr>
<td>16</td>
<td>b X k</td>
</tr>
<tr>
<td>17</td>
<td>$0.25</td>
</tr>
<tr>
<td>18</td>
<td>$0</td>
</tr>
<tr>
<td>19</td>
<td>$0</td>
</tr>
<tr>
<td>20</td>
<td>$0</td>
</tr>
<tr>
<td>21</td>
<td>$0</td>
</tr>
</tbody>
</table>

This form is authorized in accordance with 35 ILCS 300/31-1 et seq. Disclosure of this information is REQUIRED. This form has been approved by the Forms Management Center, IL-462-0927.
Lot 5 (Excepting Therefrom the Southern 66 Feet Desert), In Block 14, In Gilson's addition to the Original Village, Now City of Dekalb, Situated in the County of Dekalb, In The State of Illinois.

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, or a partnership authorized to do business or acquire and hold title to real estate in Illinois, 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 wilfully 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.

Sellers Information (Please print.)

City of Dekalb

Buyer Information (Please print.)

A-Plan Construction Inc.

Buyer's or trustee's name

Mail tax bill to:

Preparer Information (Please print.)

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

1. Extended legal description
2. Itemized list of personal property

To be completed by the Chief County Assessment Officer

1. County
2. Township
3. Class
4. Cook-Minor
5. Code 1
6. Code 2
7. Year prior to sale
8. Does the sale involve a mobile home assessed as real estate?
9. Comments

Illinois Department of Revenue Use

Tab number
SPECIAL
WARRANTY DEED

RETURN TO:

A-Plan Construction Inc.
1212 Sycamore Road
DeKalb, IL 60115
SPECIAL WARRANTY DEED

Illinois Statutory

MAIL TO:
A-Plan Construction INC.
1212 Sycamore Rd.
DeKalb, IL 60115

SEND SUBSEQUENT TAX BILLS
TO:
A-Plan Construction INC.
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 $6,000.00 and other valuable consideration, CONVEYS and
WARRANTS to the GRANTEE A-Plan Construction Inc., 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 5 (EXCEPTING THEREFORM THE SOUTHERLY 66 FEET
THEREOF), IN BLOCK 14, IN GILSON’S ADDITION TO THE ORIGINAL
VILLAGE, NOW CITY OF DEKALB, SITUATED IN THE COUNTY OF
DEKALB, IN THE STATE OF ILLINOIS.

Commonly known as 315 N 10th, DeKalb, Illinois 60115

PIN 08-23-258-011

subject to any and all public utility easements, public service facilities, City water and sewer facilities and/or
any other easements or property rights of 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 30 day of January, 2020.

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.

Page 1 of 2
Given under my hand and official seal this 30th day of January 2020.

[Signature]
Notary Public

OFFICIAL SEAL
BETH A PATRICK
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES JUN. 17, 2023

Prepared by
Jason Blumenthal
200 S. Wabash
Dek Ha, 60115
DOUGLAS J. JOHNSON
DEKALB COUNTY RECORDER
PLAT ACT AFFIDAVIT

State of Illinois

) ss

County of DeKalb

Tim Ball

_____, being duly sworn on oath, states that he resides at

2045 Aberdeen Ct Sycamore IL 60178

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

A. [X] 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]
Signature of Affiant

SUBSCRIBED AND SWORN TO BEFORE ME

THIS __ DAY OF ______________ 20__

[Signature]
Signature of Notary Public

OFFICIAL SEAL
KIMBERLY A RICE
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 05/18/21
Illinois Agent Issued Seller Closing Protection Letter

1/31/2020
City of DeKalb
315 N 10TH ST
DEKALB, IL 60115
Phone: 
Fax: 

Transaction File Number (hereafter, "the Real Estate Transaction"): 00030397

Buyer/Borrower: A-Plan Construction, Inc
Property Address: 315 N 10TH ST, DEKALB, IL 60115

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

Re: Seller Closing Protection Letter

Dear Sir or Madam:

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

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

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

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

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

Validation Code: 719adf55-cfda-4a Online Validation: https://agency.myfirstam.com/validation/
Agency Support Center - 8605 Largo Lakes Dr., Suite 100, Largo, FL 33773, 1-866-701-3361
2. Fraud, dishonesty, or negligence of the title insurance agent in handling funds or documents in connection with closings to the extent that the fraud, dishonesty, or negligence relates to the status of the title to the interest in land or, in the case of a Seller/Lessor, to the extent that the fraud, dishonesty, or negligence relates to funds paid to the Seller/Lessor or on behalf of the Seller/Lessor.

Conditions and Exclusions:

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

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

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

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

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

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

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

G. The title insurance agent of the Company acting as a Qualified Intermediary/Accommodator pursuant to IRC 1031, Like Kind Exchanges. However, the Company is liable for the acts or omissions of the title insurance agent pursuant to the coverage 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:

Phillip Sholar, SVP, Director of Underwriting

Validation Code: 719adf55-cfda-4a Online Validation: https://agency.myfirstam.com/validation/

Agency Support Center - 8605 Largo Lakes Dr., Suite 100, Largo, FL 33773, 1-866-701-3361
FIRST AMERICAN TITLE
ALTA (2006) LOAN AND EXTENDED COVERAGE STATEMENT (ILLINOIS FORM)

Commitment # 30391

Date: 1/31/2020

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 Mortgage's heirs, personal representative or assigns.

Individuals/Beneficiaries of Trust or Seller(s)

Individuals/Beneficiaries of Trust or Purchaser(s)

Corporations

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

By: _____________________________

Attest: _____________________________

President

Secretary

Corporations

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

By: _____________________________

Attest: _____________________________

President

Secretary

LENDER'S DISBURSEMENT STATEMENT

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

Date: ___________________________

Signature: ___________________________
PLAT AND CERTIFICATE OF SURVEY

THE NORTH 57 FEET OF LOTS 9 AND 10, IN BLOCK 14 OF OLSON'S ADDITION TO THE
ORIGINAL VILLAGE, (NOW CITY) OF DEKALB, ACCORDING TO PLAT THEREOF RECORDED
MARCH 18, 1856 IN BOOK OF PLATS "A" AT PAGE 21, Situated in the County of
DEKALB and State of ILLINOIS.

PROPERTY ADDRESS: 315 N. 10th STREET, DEKALB ILLINOIS 60115
PIN: 08-23-256-011
CONTAINS 8,841.50 FT

---------LEGEND---------
- Boundary of property surveyed
* Indicates found cotton gin spike
# Indicates fence line

STATE OF ILLINOIS}
COUNTY OF KENDALL}

THIS IS TO CERTIFY THAT THE ATTACHED PLAT IS A TRUE AND CORRECT
REPRESENTATION OF A SURVEY I HAVE MADE OF PROPERTY HEREOF SHOWN AND
DESCRIBED. ALL DISTANCES SHOWN IN FEET AND DECIMALS THEREOF. THIS
PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM
STANDARDS FOR A BOUNDARY SURVEY.
FIELD WORK COMPLETED JANUARY 27TH, 2020, WITNESS MY HAND AND

L. A. DOOGS

FOR: CITY OF DEKALB
JOB NO. WES 15141

LESLEY M. DOOGS
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3833
LICENSE EXPIRATION DATE: NOVEMBER 30TH, 2020

Prepared by:
W.S. Haines Surveyors
506 Pine Street
Dekalb, Illinois 60115
(815) 756-2199
Fax: 746-2560
info@hainssurveyors.com
License # 184007413