RESOLUTION 2019-145  
PASSED: OCTOBER 28, 2019

AUTHORIZING THE SALE OF REAL PROPERTY LOCATED AT 822 E. LINCOLN HIGHWAY DEKALB, ILLINOIS (P.I.N. 08-23-336-006) IN THE AMOUNT OF $12,500.

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 822 E. Lincoln Highway, DeKalb Illinois (“the Property”), Parcel Identification Number (PIN) 08-23-336-006, which property is legally described as follows:

LOT 5 IN THE SUBDIVISION OF (SAMUEL) PETERSON’S RESUBDIVISION OF BLOCK 50 OF JONES’ ADDITION TO DEKALB, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK “C” OF PLATS, PAGE 9 ON APRIL 6, 1989, IN DEKALB COUNTY, ILLINOIS. (EXCEPTING THEREFROM THE FOLLOWING: A PARCEL OF LAND IN SUBDIVISION OF LOT 5 OF SAMUEL PETERSON’S RESUBDIVISION OF BLOCK 50 OF JONES ADDITION TO THE CITY OF DEKALB AS RECORDED IN BOOK “C” OF PLATS, AT PAGE 9 IN THE RECORDER’S OFFICE OF DEKALB COUNTY, ILLINOIS, SAID ADDITION BEING SITUATED IN THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DEKALB COUNTY, ILLINOIS, SAID PARCEL BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEASTERLY CORNER OF SAID SUBDIVISION LOT 5; THENCE SOUTHERLY ON THE EASTERLY LINE OF SAID SUBDIVISION LOT 5, SAID LINE HAVING A BEARING OF SOUTH 0 DEGREES 07 MINUTES 06 SECONDS EAST A DISTANCE OF 2.38 FEET TO A POINT; THENCE NORTHEASTERLY ON A LINE HAVING A BEARING OF NORTH 65 DEGREES 32 MINUTES 21 SECONDS WEST, A DISTANCE OF 21.93 FEET TO A POINT IN THE WESTERLY LINE OF SAID SUBDIVISION LOT 5; THENCE NORTHEASTERLY ON SAID WESTERLY LINE OF SUBDIVISION OF LOT 5, SAID LINE HAVING A BEARING OF NORTH 22 DEGREES 19 MINUTES 11 SECONDS EAST, A DISTANCE OF 1.31 FEET TO THE NORTHEASTERLY CORNER OF SAID SUBDIVISION LOT 5; THENCE SOUTHEASTERLY ON THE NORTHERLY LINE OF SAID SUBDIVISION LOT 5, SAID LINE HAVING A BEARING OF SOUTH 67 DEGREES 52 MINUTES 09 SECONDS EAST, A DISTANCE OF 21.01 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 Kelly Diehl (LLC to be formed) in the amount of $12,500.

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 28th day of October 2019 and approved by me as Mayor on the same day. Passed by a 7-0 roll call vote. Aye: Morris, Finucane, Smith, McAdams, Verbic, Faivre, Mayor Smith. Nay: None.

ATTEST:

RUTH A. SCOTT, Executive Assistant

JERRY SMITH, Mayor

CITY OF DEKALB
STATE OF ILLINOIS
REALTOR® ASSOCIATION OF THE FOX VALLEY, INC.

CONTRACT FOR THE SALE OF VACANT LAND

1. THE PARTIES: Buyer and Seller are hereinafter referred to as the “Parties.”

2. LLC to be formed

3. THE REAL ESTATE: Real Estate shall be defined to include the Real Estate and all improvements thereon. Seller agrees to convey to Buyer or to Buyer’s designated grantee, the Real Estate with the approximate lot size or acreage of _______ acres, commonly known as: 822 E Lincoln Hwy Dekalb IL 60115

4. 2. PURCHASE PRICE: Purchase price of $_____ shall be paid as follows: Initial earnest money of $_____ by (check), (cash), or (note due on ___ days after acceptance) _____ to be increased to a total of $_____ by (check), (cash), or (note due on ___ days after acceptance) _____ at ___ of the earnest money and the original of this Contract shall be held by the Listing Company as “Escrowee”, in trust for the mutual benefit of the Parties. The balance of the purchase price, as adjusted by prorations, shall be paid at closing by wire transfer of funds, by certified, cashier’s, mortgage lender’s or title company’s check (provided that the title company’s check is guaranteed by a licensed title insurance company).

5. MORTGAGE CONTINGENCY: This Contract is contingent upon Buyer obtaining an unconditional written mortgage commitment (except for matters of title and survey or matters totally within Buyer’s control) on or before December 6, 2019 for a Commercial (type) loan of $_____ or such lesser amount as Buyer elects to take, plus private mortgage insurance (PMI), if required. The interest rate (initial rate, if applicable) shall not exceed 6% per annum, amortized over not less than 25 years. Buyer shall pay loan origination fee and/or discount points not to exceed ___ of the loan amount. Seller shall pay loan origination fee and/or discount points not to exceed ___ of the loan amount. Those fees/points committed to by Buyer shall be applied first. Buyer shall pay the cost of application, usual and customary processing fees and closing costs charged by lender. Buyer shall make written loan application within five (5) business days after the Date of Acceptance. Failure to do so shall constitute an act of default under this Contract. If Buyer, having applied for the loan specified above, is unable to obtain a loan commitment and serves written notice to Seller within the time specified, this Contract shall be null and void and earnest money refunded to Buyer upon written direction of the Parties to Escrowee. If written notice is not served within the time specified, Buyer shall be deemed to have waived this contingency and this Contract shall remain in full force and effect. Unless otherwise provided herein, this Contract shall not be contingent upon the sale and/or closing of Buyer’s existing Real Estate. A condition in the mortgage commitment requiring sale and/or closing of existing Real Estate shall not render the mortgage commitment conditional for the purpose of this paragraph. If Seller at Seller’s option and expense, within thirty (30) days after Buyer’s Notice, procures for Buyer such commitment or notifies Buyer that Seller will accept a purchase money mortgage upon the same terms, the Contract shall remain in full force and effect. In such event, Seller shall notify Buyer within five (5) business days after Buyer’s notice of Seller’s election to provide or obtain such financing, and Buyer shall furnish to Seller or lender all requested information and shall sign all papers necessary to obtain the mortgage commitment and to close the loan.

6. CLOSING: Closing or escrow payout shall be on December 13, 2019, or at such time as mutually agreed upon by the Parties, in writing. Closing shall take place at the title company escrow office situated geographically nearest the Real Estate, or as shall be agreed mutually by the Parties.

7. POSSESSION: Possession shall be deemed to have been delivered when Buyer has vacated the Real Estate and delivered the deed to the Buyer. Seller shall deliver possession to Buyer at the time of closing.

8. PRORATIONS: Proratable items shall include, without limitation, rents and deposits (if any) from tenants, utilities, and homeowner association fees. Seller represents that as of the Date of Acceptance homeowner association fees are _____ per N/A. Seller agrees to pay to or at closing any special assessments (governmental or association) confirmed prior to Date of Acceptance. The general real estate taxes shall be prorated based on the date of closing. Seller shall assign all existing leases written and oral, to Buyer, assign and credit to Buyer all security deposits, if any. (3) prorate rents received to the date of the closing and (4) provide Buyer with letters to tenants giving notice of the transfer of title and indicating where future rent payments shall be made. All prorations shall be final as of closing, except as provided in paragraph 15.

9. OTHER PROVISIONS: This Contract is also subject to those Optional Provisions selected for use and initialed by the Parties which are contained on the succeeding pages and the following attachments, if any:

10. PROFICIENCY INSPECTIONS/Buyer’s Right to Determine: Buyer shall have until 20 business days 20 to determine the suitability of the Real Estate for Buyer’s intended use as Commercial Business.

11. Buyer shall have the right to inspect, examine, and/or test all aspects of the Real Estate, including by way of example and not limitation, such matters pertaining to the Real Estate as: (a) utility services, (b) existing leases, if any (c) legal description, size and configuration, (d) access to public rights of way, (e) soil and percolation tests. (f) flood ways or wetlands, (g) hazardous substances or other contamination, (h) verification of, or the absence of, underground storage tanks, (i) zoning, (j) availability of building permits, (k) whether Buyer will be required to make any public improvement or contributions of cash for schools, parks, or the like as a condition

Buyer Initial: ___________ Seller Initial: ___________
to the improvement of the Real Estate, (i) easements, restrictions, and covenants of record, (m) homeowners association by-laws, and
(n) other matters relating to the Real Estate deemed pertinent by Buyer. Buyer may obtain at his own expense, within the time specified in
this provision, soil evaluation(s) to determine if the Real Estate is suitable for the construction of Buyer’s intended improvements and a
septic system thereon in accordance with the applicable governmental ordinances. Seller shall allow Buyer and Buyer’s agents
reasonable access to the Real Estate during normal business hours upon reasonable advance notice to Seller for the purpose of making or
conducting such tests and other inspections of the Real Estate as the Buyer may deem appropriate and Buyer shall immediately restore the
Real Estate to its original condition. Buyer shall indemnify Seller and hold Seller harmless from and against any loss or damage caused by
the acts or negligence of Buyer or any person performing any inspection(s). In the event Buyer determines the Real Estate is not
suitable for Buyer’s intended use and gives written notice thereof to Seller within the time specified, this Contract shall be null
and void and earnest money refunded to Buyer upon written direction of the Parties to Escrowee. If written notice is not served
within the time specified, Buyer shall be deemed to have waived this contingency, and this Contract shall remain in full force and
effect. If the Buyer terminates this Contract pursuant to this provision Buyer shall provide Seller with copies of all tests and inspection
reports.

10. ATTORNEY REVIEW: The respective attorneys for the Parties may approve, disapprove, or make modifications to this Contract,
or other than stated price, within five (5) business days after the Date of Acceptance. Disapproval or modification of this Contract
shall not be based solely upon stated purchase price. Any notice of disapproval or proposed modification(s) by any Party shall be in
writing. If within ten (10) business days after Date of Acceptance written agreement on proposed modification(s) cannot be reached by
the Parties, this Contract shall be null and void and earnest money refunded to Buyer upon written direction of the Parties to
Escrowee. 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.

11. PLAT OF SURVEY: Not less than one (1) business day prior to closing, Seller shall, at Seller’s expense, furnish to Buyer or his
attorney a Plat of Survey dated not more than six (6) months prior to the date of closing, prepared by an Illinois Professional Land
Surveyor, showing any encroachments, measurements of all lot lines, all easements of record, building set back lines of record, fences, all
buildings and other improvements on the Real Estate and distances therefromto the nearest two lot lines. In addition, the survey to be
provided shall be a boundary survey conforming to the current requirements of the Illinois Department of Professional Regulation. The
survey shall show all corners staked and flagged or otherwise monumented. The survey shall have the following statement prominently
appearing near the professional land surveyor seal and signature: “This professional service conforms to the current Illinois minimum
standards for a boundary survey.” A Mortgage Inspection, as defined, is not a boundary survey, and does not satisfy the necessary
requirements.

12. NOTICE: All notices required shall be in writing and shall be served by one Party or his attorney to the other Party or his attorney.
Notice to any one of a multiple person Party shall be sufficient notice to all. Notice shall be given in the following manner:

a. By personal delivery of such notice; or

b. By mailing of such notice to the addressee recited herein by regular mail and by certified mail, return receipt requested.

Except as otherwise provided herein, notice served by certified mail, shall be effective on the date of mailing; or

c. By sending facsimile transmission. Notice shall be effective as of date and time of facsimile transmission, provided that the
notice transmitted shall be sent on business days during business hours (8:00 A.M. to 6:00 P.M. Chicago time). In the event facsimile
notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after
transmission or

d. By sending e-mail transmission. Notice shall be effective as of date and time of e-mail transmission, provided that the notice
transmitted shall be sent on business days during business hours (8:00 A.M. to 6:00 P.M. Chicago Time), and provided further,
that the recipient provides written acknowledgement to the sender of receipt of the transmission (by e-mail, facsimile, or by regular
mail). In the event e-mail notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the
first business day after transmission.

13. THE DEED: Seller shall convey or cause to be conveyed to Buyer, or Buyer’s designated grantee good and merchantable title to the
Real Estate by recordable general Warranty Deed, with release of homestead rights, (or the appropriate deed if title is in trust or in an
estate), and with real estate transfer stamps to be paid by Seller (unless otherwise designated by local ordinance). Title when conveyed
will be good and merchantable, subject only to: general real estate taxes not due and payable at the time of closing, covenants, conditions,
and restrictions of record, building lines and easements, if any, so long as they do not interfere with the current use and enjoyment of the
Real Estate.

14. TITLE: At Seller’s expense, Seller will deliver or cause to be delivered to Buyer or Buyer’s attorney within customary time
limitations and sufficiently in advance of closing as evidence of title in Seller or Grantor a title commitment for an ALTA title insurance
policy in the amount of the purchase price by a title company licensed to operate in the State of Illinois, issued on
or subsequent to the Date of Acceptance of this Contract, subject only to items listed in paragraph #13. The commitment for title
insurance furnished by Seller will be conclusive evidence of good and merchantable title as herein shown, subject only to the exceptions
therein stated. If the title commitment discloses unpermitted exceptions, or if the Plat of Survey shows any encroachments which are not
acceptable to Buyer, then Seller shall have said exceptions or encroachments removed, or have the title insurer commit to insure against
loss or damage that may be caused by such exceptions or encroachments. If Seller fails to have unpermitted exceptions waived or title
insured over prior to closing, Buyer may elect to take the title as it then is, with the right to deduct from the purchase price prior
encumbrances of a definite or ascertainable amount. Seller shall furnish Buyer at closing an Affidavit of Title covering the date of closing, and shall sign any other customary forms required for issuance of an ALTA Insurance Policy.

14. **REAL ESTATE PROPERTY TAX ESCROW**: In the event the Real Estate has not been previously taxed for the entire year as currently improved, the sum of three (3) percent of the purchase price shall be deposited in escrow with the title company with the cost of the escrow to be divided equally by the Buyer and Seller and paid at Closing. When the exact amount of the taxes prorated under this Contract can be ascertained, the taxes shall be prorated by the Seller’s attorney at the request of the Seller, and the Seller’s share of such tax liability after reproration shall be paid to the Buyer from the escrow funds and the balance, if any, shall be paid to the Seller. If the Seller’s obligation after such reproration exceeds the amount of the escrow funds, Seller agrees to pay such excess promptly upon demand.

16. **PERFORMANCE; TIME IS OF THE ESSENCE OF THIS CONTRACT**: In the event of default by Seller or Buyer, the Parties are free to pursue any legal remedies at law or in equity. The prevailing Party in litigation shall be entitled to collect reasonable attorney fees and costs from the losing Party as ordered by a court of competent jurisdiction. There shall be no disbursement of earnest money unless Escrowee has been provided written agreement from Seller and Buyer. Absent an agreement relative to the disbursement of earnest money within a reasonable period of time, Escrowee may deposit funds with the Clerk of the Circuit Court by the filing of an action in the nature of an interpleader. Escrowee shall be reimbursed from the earnest money for all costs, including reasonable attorney’s fees, related to the filing of the interpleader action. Seller and Buyer shall indemnify and hold Escrowee harmless from any and all conflicting claims and demands arising under this paragraph.

17. **DAMAGE TO REAL ESTATE PRIOR TO CLOSING**: If prior to delivery of the deed, the Real Estate shall be destroyed or materially damaged by fire or other casualty, or if the Real Estate is taken by condemnation, then Buyer shall have the option of terminating this Contract and receiving a refund of earnest money or of accepting the Real Estate 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. Seller shall not be obligated to repair or replace damaged improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Contract, except as modified in this paragraph.

18. **SELLER’S REPRESENTATIONS**: Seller represents that to the best of Seller’s knowledge, the Real Estate and its existing uses comply with, and Seller is not now in violation of any of the following: the Resource Conservation and Recovery Act of 1976 (“RCRA”), the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”), the Toxic Substances Control Act, the Illinois Environmental Protection Act and any of these statutes or any regulations promulgated pursuant to these statutes. Seller represents that he has not received written notice from any Governmental body or Homeowner’s Association of (a) zoning, building, fire or health code violations that have not been corrected; (b) any pending rezoning; or (c) a proposed or confirmed special assessment and/or special service area affecting the Real Estate. Seller further represents that Seller has no knowledge of boundary line disputes or easements or claims of easement not shown by the public records or of any hazardous waste on the Real Estate or any improvements for which the required permits were not obtained. Seller represents that there have been no improvements to the Real Estate which are not included in full in the determination of the most recent real estate tax assessment.

19. **CONDITION OF REAL ESTATE AND INSPECTION**: Seller agrees to leave the Real Estate in clean condition. All refuse and personal property that is not to be conveyed to Buyer shall be removed from the Real Estate at Seller’s expense before possession. Buyer shall have the right to inspect the Real Estate prior to closing to verify that the Real Estate is in substantially the same condition as of the Date of Acceptance of this Contract, normal wear and tear excepted.

20. **GOVERNMENTAL COMPLIANCE/1031 EXCHANGE**: Parties agree to comply with the reporting requirements of the applicable sections of the Internal Revenue Code, Illinois Income Tax Act and the Real Estate Settlement Procedures Act of 1974, as amended; if Buyer or Seller hereunder desires to exchange other property of like kind and qualifying use within the meaning of Section 1031 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the Parties shall cooperate in effectuating such a transaction provided, however, that said transaction not subject the non-exchanging party to additional costs or legal liability and does not extend any time periods set forth herein.

21. **ESCROW CLOSING**: At the election of either Party, not less than five (5) business days prior to the closing, this sale shall be closed through an escrow with the lending institution or the title company in accordance with the provisions of the usual form of Deed and Money Escrow Agreement as agreed upon between the Parties, with provisions inserted in the Escrow Agreement as may be required to conform with this Contract. The cost of the escrow shall be paid by the Party requesting the escrow.

22. **FLOOD INSURANCE**: Buyer shall obtain flood insurance if required by Buyer’s lender.

23. **FACSIMILE**: Facsimile signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract.

24. **BUSINESS DAYS**: Business days are defined as Monday through Friday, excluding Federal holidays.

25. **CHOICE OF LAW; GOOD FAITH**: All terms and provisions of this Contract including, but not limited to, the Attorney Review and Professional Inspection paragraphs shall be governed by the laws of the State of Illinois and are subject to the covenant of good faith and fair dealing implied in all Illinois contracts.
26. SALE OF BUYER'S REAL ESTATE:

(A) REPRESENTATIONS ABOUT BUYER'S REAL ESTATE: Buyer represents to Seller as follows:

(1) Buyer owns Real Estate commonly known as:

(2) Buyer [check one] has has not entered into a contract to sell his Real Estate.

If Buyer has entered into a contract to sell his Real Estate:

(a) Buyer's sale contract [check one]: is is not subject to a mortgage contingency.

(b) Buyer's sale contract [check one]: is is not subject to a real estate sale contingency.

(c) Buyer's sale contract [check one]: is is not subject to a real estate closing contingency.

(3) Buyer [check one] has has not listed his Real Estate for sale with a licensed real estate broker and in a local multiple listing service.

(4) If Buyer's Real Estate is not listed for sale with a licensed real estate broker and in a local multiple listing service, Buyer [check one]:

(a) shall list his Real Estate for sale with a licensed real estate broker who will place it in a local multiple listing service within five (5) business days after the Date of Acceptance of this Contract.

For information only: Broker:

Broker's Address: Phone:

(b) Does not intend to list his Real Estate for sale:

(5) Buyer authorizes Seller or his agent to verify representations contained in Paragraph 26 at any time, and Buyer agrees to cooperate in providing relevant information.

(B) CONTINGENCIES BASED UPON SALE AND/OR CLOSE OF BUYER'S REAL ESTATE:

(1) This Contract is contingent upon Buyer having a contract for the sale of Buyer's Real Estate in full force and effect as of ____, 20__. Such contract shall provide for a closing date not later than the closing date set forth in this Contract. If written notice of failure to procure such contract is not served within the time specified, Buyer shall be deemed to have waived this contingency and this Contract shall remain in full force and effect. (If this paragraph is used, then the following paragraph must be completed.)

(2) In the event Buyer has procured a contract for the sale of Buyer's Real Estate as set forth in Paragraph 26 (B) (1) and that contract is in full force and effect or has entered into a contract for sale of Buyer's Real Estate prior to the execution of this Contract, this Contract is contingent upon Buyer closing the sale of Buyer's Real Estate on or before ____, 20__. If written notice is not served within the time specified, Buyer shall be deemed to have waived all contingencies contained in this Paragraph 26, and this Contract shall remain in full force and effect.

(3) If the contract for the sale of Buyers Real Estate is terminated for any reason after the date set forth in Paragraph 26(B)(1) (or after the date of this Contract if no date is set forth in paragraph 26(B)(1), Buyer shall within three (3) business days of such termination notify Seller of said termination. Unless Buyer, as part of said notice, waives all contingencies in Paragraph 26 and complies with Paragraph 26 (D), this Contract shall be null and void as of the date of notice and earnest money refunded to Buyer upon written direction of the Parties to Escrowee. If written notice as required by this subparagraph is not served within the time specified, Buyers shall be in default under the terms of this Contract.

(C) SELLER'S RIGHT TO CONTINUE TO OFFER REAL ESTATE FOR SALE: During the time of this contingency Seller has the right to continue to show the Real Estate and offer it for sale subject to the following:

(1) If Seller accepts another bona fide offer to purchase the Real Estate during such period, Seller shall notify Buyer in writing of same. Buyer shall then have hours after Seller gives such notice to waive the contingencies set forth in Paragraph 26 (B), subject to Paragraph 26(D).

(2) If Buyer complies with the provisions of Paragraph 26 (D), then this Contract will remain in full force and effect.

(3) If the contingencies set forth in Paragraph 26 (B), are NOT waived in writing within said time period by Buyer, this contract shall be null and void and earnest money refunded to Buyer upon written direction of the Parties to Escrowee.

(D) WAIVER OF PARAGRAPH 26 CONTINGENCIES: Buyer shall be deemed to have waived the contingencies in Paragraph 26 (B) when Buyer has delivered written waiver and deposited with the Escrowee the additional sum of $ earnest money within the time specified. If Buyer fails to deposit the additional earnest money within the time specified the waiver shall be deemed ineffective and this Contract shall be null and void and earnest money refunded to Buyer upon written direction of the parties to escrowee.

(E) NOTICE (FOR THIS CONTINGENCY ONLY): Except as otherwise provided above, notice required under this Paragraph 26 shall be in writing and shall be served on the Party. Courtesy copies of notice should be sent to the respective attorneys and real estate agents, if known. Failure to provide such courtesy copies shall not render notice invalid. Notice to any one of a
27. CANCELLATION OF PRIOR REAL ESTATE CONTRACT:

In the event either Party has entered into a prior real estate contract, this Contract shall be subject to written cancellation of the prior contract on or before _____, 20_. In the event the prior contract is not cancelled within the time specified, this Contract shall be null and void and earnest money refunded to Buyer upon written direction of the Parties to Escrowee.

Notice to the purchaser under the prior contract should not be served until after Attorney's Review and Professional Inspections of this Contract have expired, been satisfied or waived.

28. INTEREST BEARING ACCOUNT:

Earnest money (with a completed W-9 and other required forms), shall be held in a federally insured interest bearing account at a financial institution designated by Escrowee. All interest earned on the earnest money shall accrue to the benefit of and be paid to Buyer. The Buyer shall be responsible for any administration fee (not to exceed $75) charged for setting up the account. In anticipation of Closing, the Parties direct Escrowee to close the account no sooner than ten (10) business days prior to the anticipated Closing date.

29. CONFIRMATION OF DUAL AGENCY:

The Parties confirm that they have previously consented to ________________ (Licensee acting as a Dual Agent in providing brokerage services on their behalf and specifically consent to Licensee acting as a Dual Agent with regard to the transaction referred to in this Contract.

30. ADDITIONAL FINANCING:

This Contract is contingent upon Buyer obtaining a written commitment for additional financing on or before _____, 20_. If Buyer is unable to secure the additional financing commitment and gives written notice to Seller within the time specified, this Contract shall be null and void and earnest money refunded to Buyer upon written direction of the Parties to Escrowee. 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.

31. ARTICLES OF AGREEMENT FOR DEED OR PURCHASE MONEY MORTGAGE:

Within five (5) calendar days after the Date of Acceptance of this Contract, Buyer shall furnish all such credit information (including employment verification) as Seller may request. Within ten (10) calendar days after such information has been furnished, Seller shall notify Buyer in writing of Seller's refusal to accept Buyer's credit. If Seller fails to deliver to Buyer notice within the time specified, Seller shall be deemed to have accepted Buyer's credit. If Buyer fails to furnish such information within the time specified or if Seller notifies Buyer in writing within the time specified that Buyer's credit is not acceptable, then, at Seller's option, this Contract shall be null and void and earnest money refunded to Buyer upon written direction of the Parties to Escrowee. This Contract is contingent upon Seller's attorney preparing documents within five (5) business days after Seller's approval of Buyer's creditworthiness and submitting them to the Parties for approval on or before _____, 20_.

32. (check one)

(A). Articles of Agreement for Deed which include the following terms: or

(B). A Purchase Money Mortgage and related documents which include the following terms:

- Down payment: $ ____________________________
- (including earnest money) $ ____________________________
- Amount to be financed: $ ____________________________
- (Contract Balance) $ ____________________________
- Date of first payment: _____________, 20__
- Date of final payment: _____________, 20__
- Interest rate: ________________
- Number of years for amortization: ________________

Address: 822 E Lincoln Hwy Dekalb IL 60115

Buyer Initial: ____________________________
Buyer Initial: ____________________________
Seller Initial: ____________________________
Seller Initial: ____________________________
270. Balloon payment due: ________________ 20

271. It is agreed by the Parties that the foregoing terms shall not be binding unless and until all documents are approved by all Parties.

272. __/__/____ 32. SPECIFIED PARTY APPROVAL:

273. (initials)

274. This Contract is contingent upon the approval of the Real Estate by

275. Buyer’s specified party, within five (5) calendar days after the Date of Acceptance. In the event Buyer’s specified party does not approve

276. of the Real Estate and written notice is given to Seller within the time specified, this Contract shall be null and void and earnest

277. money refunded to Buyer upon written direction of the Parties to Escrowee. If written notice is not served within the time

278. specified, this provision shall be deemed waived by the Parties and this Contract shall remain in full force and effect

279.

280. THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL PARTIES AND

281. DELIVERED

282. The Parties represent that the text of this form has not been altered and is identical to the official Realtor® Association of the


284. October 6 20

285. Date of Office

286. Signed by:

287. Buyer Signature

288. LLC to be formed

289. Print Buyer(s) Name(s)

290. 43W991 Fox Wilds

291. Address

292. St. Charles IL 60175

293. City State Zip

294. 630-687-4546

295. Phone Number(s) Fax Email

296. FOR INFORMATION ONLY

297. Suburban Life Realty 372

298. Selling Office

299. Matthew Lyons 7968 lysienma@suburbanlife.com

300. Selling Agent

301. 350 Sundown Rd. South Elgin, IL 60177

302. Address, City, ST, Zip

303. 847-363-0990 847-810-0284

304. Phone No. Fax No.

305. John Hoscheit jh@hmcpc.com

306. Buyer’s Attorney

307. 1001 E Main St St. Charles, IL 60174

308. Address

309. 630-513-8700 630-513-8799

310. Phone No. Fax No.

311. Mortgage Company

312. This offer was presented to Seller by

313. Paul Miller on 10-7-19 at 9:00 AM/PM

314. Agent Date Time

315. THIS OFFER IS REJECTED

316. Seller Initials on __ at ___ AM/PM

317. Approved by the following organizations April, 2003. Realtor® Association of the Fox Valley, Inc., Kane County Bar Association, Real Estate Committee

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Rev. RAFV 1/2003

Page 6 of 6
Illinois Agent Issued Seller Closing Protection Letter

3/30/2020

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

Transaction File Number (hereafter, "the Real Estate Transaction"): 00030277

Buyer/Borrower: Kelly Diehl, Natalia Diehl
Property Address: 822 E LINCOLN HWY, 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: fda4ab8b-5876-46 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:

[Signature]

Phillip Sholar, SVP, Director of Underwriting

Validation Code: fda4ab8b-5876-46

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

Agency Support Center - 8605 Largo Lakes Dr., Suite 100, Largo, FL 33773, 1-866-701-3361
American Title Guaranty, Inc.
Agency/Escrow-Disbursement Agreement

RE: Delores Colsher
    Seller

   and

Kelly Diehl & Natalia Diehl
    Buyer

Property commonly known as: 830 E. Lincoln Hwy, DeKalb, IL 60115

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

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

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

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

   A. General Real Estate Taxes 2019 and thereafter,
   B. Schedule B Special Exceptions 7-11
   C. The mortgage made by the Buyer in this transaction.

5. Buyer will pay the $ 500.00 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

[Signatures]

Seller

Buyer

F:\formatescrows.doc2015
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 easements which the land may be subject for more than a three-year term or contain an option to purchase, right of renewal, right of first refusal or other unusual provisions;
5) There are no unrecorded contracts, deed, mortgage, lines of credit, leases or options affecting the subject property;
6) No special assessments affect the land and no notice has been received of any proposed special assessments or common expense assessments;
7) No homeowners association affects the land;
8) The only occupants of the subject property are the Sellers or Purchasers;
9) No proceedings in bankruptcy or receivership or other action in any state or federal court affecting the property are pending.

The above certifications are true except for:

STATEMENT OF MORTGAGOR(S)

The Mortgagor(s), if any, certifies that the mortgage and the principal obligations it secures are good, valid, and free from all defenses; that any person purchasing the mortgage and the obligations it secures, or otherwise acquiring any interest therein, may do so in reliance upon the truth of the matters herein recited. This certification is made to enable the holder or holders, from time to time, of the mortgage, and obligations to sell, pledge or otherwise dispose of the same freely at any time, and to insure the Purchasers or Pledges thereof against any defenses thereto by the Mortgagor or the Mortgagor's heirs, personal representative or assigns.

Individuals/Beneficiaries of Trust or Seller(s)

[Signature]

Individuals/Beneficiaries of Trust or Purchaser(s)

[Signature]

Corporations

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

By: ____________________________
   President

Attest: _________________________
   Secretary

Corporations

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

By: ____________________________
   President

Attest: _________________________
   Secretary

LENDER'S DISBURSEMENT STATEMENT

The undersigned hereby certifies that the proceeds of the loan, secured by the mortgage insured under the loan policy to be issued pursuant to the above Commitment, were fully disbursed to or on the order of the Mortgagor on

To the best knowledge and belief of the undersigned, the proceeds will not be used to finance future improvements or repairs on the land.

Date: __________________________

Signature: ______________________
### Settlement Statement

**A. 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:**

| Kelly Diehl and |
| Natalia Diehl |
| 43W991 Fox Wilds |
| St Charles, IL 60174 |

**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. |
| 2045 Aberdeen Ct Ste B |
| Sycamore, IL 60178 |

**G. Property Location:**

| 822 E Lincoln Hwy |
| DeKalb, IL 60115 |
| DeKalb County, Illinois |

**H. Settlement Agent:**

| American Title Guaranty, Inc. |

**I. Settlement Date:**

| March 30, 2020 |

### Summary of Borrower's Transaction

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>100. Gross Amount Due from Borrower</td>
<td><strong>13,415.00</strong></td>
</tr>
<tr>
<td>101. Contract Sales Price</td>
<td><strong>12,500.00</strong></td>
</tr>
<tr>
<td>102. Personal Property</td>
<td><strong>915.00</strong></td>
</tr>
<tr>
<td>103. Settlement Charges to Borrower (Line 1400)</td>
<td><strong>915.00</strong></td>
</tr>
<tr>
<td>104.</td>
<td><strong>1,000.00</strong></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>14,415.00</strong></td>
</tr>
</tbody>
</table>

### Summary of Seller's Transaction

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>400. Gross Amount Due to Seller</td>
<td><strong>13,415.00</strong></td>
</tr>
<tr>
<td>401. Contract Sales Price</td>
<td><strong>12,500.00</strong></td>
</tr>
<tr>
<td>402. Personal Property</td>
<td><strong>915.00</strong></td>
</tr>
<tr>
<td>403.</td>
<td><strong>1,000.00</strong></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>13,415.00</strong></td>
</tr>
</tbody>
</table>

### Adjustments for Items Paid by Seller in Advance

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>City/Town Taxes</td>
<td><strong>to</strong></td>
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<tr>
<td>County Taxes</td>
<td><strong>to</strong></td>
</tr>
<tr>
<td>Assessments</td>
<td><strong>to</strong></td>
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</tbody>
</table>

### Adjustments for Items Unpaid by Seller

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>City/Town Taxes</td>
<td><strong>to</strong></td>
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<tr>
<td>County Taxes</td>
<td><strong>to</strong></td>
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<tr>
<td>Assessments</td>
<td><strong>to</strong></td>
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</tbody>
</table>

### Reductions in Amount Due to Seller

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>City/Town Taxes</td>
<td><strong>to</strong></td>
</tr>
<tr>
<td>County Taxes</td>
<td><strong>to</strong></td>
</tr>
<tr>
<td>Assessments</td>
<td><strong>to</strong></td>
</tr>
</tbody>
</table>

### Total Reduction Amount Due Seller | **2,138.00**
### L. SETTLEMENT CHARGES

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>Pay From</th>
<th>Pay To</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>700. TOTAL COMMISSION Based on Price</strong></td>
<td>$12,500.00</td>
<td>Borrowers</td>
<td>Sellers</td>
<td>Fund At</td>
</tr>
<tr>
<td><strong>701. $375.00 to Miller Real Estate</strong></td>
<td></td>
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<td>Settlement</td>
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<tr>
<td><strong>702. $375.00 to Suburban Life Realty</strong></td>
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<td>Settlement</td>
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<tr>
<td><strong>703. Commission Paid at Settlement</strong></td>
<td>$750.00</td>
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<td><strong>704.</strong></td>
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<tr>
<td><strong>800. ITEMS PAYABLE IN CONNECTION WITH LOAN</strong></td>
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<tr>
<td><strong>801. Loan origination Fee</strong> %</td>
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<td><strong>802. Loan Discount</strong> %</td>
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<tr>
<td><strong>803. Appraisal Fee</strong></td>
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<td><strong>804. Credit Report</strong></td>
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<td><strong>805. Lender's Inspection Fee</strong></td>
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<td><strong>806. Mortgage Ins. A.p. Fee</strong></td>
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<td><strong>807. Assumption Fee</strong></td>
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<td><strong>811.</strong></td>
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<td><strong>900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE</strong></td>
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<tr>
<td><strong>901. Interest From</strong> $ @ $ per day (days %)</td>
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<tr>
<td><strong>902. Mortgage Insurance Premium for months to</strong></td>
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<td><strong>903. Hazard Insurance Premium for 1.0 years to</strong></td>
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<td><strong>904.</strong></td>
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<td><strong>905.</strong></td>
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<td><strong>1000. RESERVES DEPOSITED WITH LENDER</strong></td>
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<tr>
<td><strong>1001. Hazard Insurance</strong> @ $ per</td>
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<td><strong>1002. Mortgage Insurance</strong> @ $ per</td>
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<tr>
<td><strong>1003. City/Town Taxes</strong> @ $ per</td>
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<td><strong>1004. County Taxes</strong> @ $ per</td>
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<td><strong>1005. Assessments</strong> @ $ per</td>
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<td><strong>1100. TITLE CHARGES</strong></td>
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<tr>
<td><strong>1101. Settlement or Closing Fee to American Title Guaranty, Inc.</strong></td>
<td>$200.00</td>
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<td><strong>1102. Abstract or Title Search to</strong></td>
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<td><strong>1103. Title Examination to</strong></td>
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<tr>
<td><strong>1104. Title Insurance Binder to</strong></td>
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<td><strong>1105. Document Preparation to</strong></td>
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<tr>
<td><strong>1106. Notary Fees to Hoscheit, McGuirk, McCracken &amp; Cusaden, PC</strong></td>
<td>$525.00</td>
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<td><strong>Includes above item numbers:</strong></td>
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<td><strong>1107. Attorney's Fees to American Title Guaranty</strong></td>
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<td><strong>Includes above item numbers:</strong></td>
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<tr>
<td><strong>1108. Title Insurance to American Title Guaranty</strong></td>
<td>$0.00</td>
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<td><strong>Includes above item numbers:</strong></td>
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<tr>
<td><strong>1109. Lender's Coverage</strong> $</td>
<td></td>
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<tr>
<td><strong>1110. Owner's Coverage $12,500.00 435.00</strong></td>
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<tr>
<td><strong>1111. CPL Fees to American Title Guaranty, Inc.</strong></td>
<td>$25.00</td>
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<tr>
<td><strong>1112. Update/Later Date Fees to American Title Guaranty, Inc.</strong></td>
<td>$100.00</td>
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<td><strong>1113.</strong></td>
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<tr>
<td><strong>1200. GOVERNMENT RECORDING AND TRANSFER CHARGES</strong></td>
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<tr>
<td><strong>1201. Recording Fees: Deed $65.00 ; Mortgage $ ; Releases $</strong></td>
<td></td>
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</tr>
<tr>
<td><strong>1202. City/County Tax/Stamp: Deed $0.00 ; Mortgage $</strong></td>
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<tr>
<td><strong>1203. State Tax/Stamp: Deed $0.00 ; Mortgage $</strong></td>
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<tr>
<td><strong>1204. State of IL DF Policy Fee to American Title Guaranty, Inc.</strong></td>
<td>$3.00</td>
<td></td>
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</tr>
<tr>
<td><strong>1205.</strong></td>
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<td><strong>1300. ADDITIONAL SETTLEMENT CHARGES</strong></td>
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<td><strong>1301. Survey to W.E. Hanna Surveyors</strong></td>
<td>$600.00</td>
<td></td>
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<td><strong>1302. Pest Inspection to</strong></td>
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<td><strong>1303.</strong></td>
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<td><strong>1304.</strong></td>
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<td><strong>1305.</strong></td>
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<tr>
<td><strong>1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)</strong></td>
<td>$915.00</td>
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<td><strong>1405.</strong></td>
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</tbody>
</table>

Certified to be a true copy.
AMERICAN TITLE GUARANTY, INC.
TRUST / ESCROW
2045 ABERDEEN CT., STE. B
SYCAMORE, IL 60178

RESOURCE BANK, NA
CORTLAND DEKALB GENOA
HINCKLEY ILITA SYCAMORE
70-1435/719

$149167
00030277
Closing Proceeds

Ten Thousand Three Hundred Sixty Two and 00/100

DATE
March 30, 2020

AMOUNT
$10,362.00

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

VOID AFTER 180 DAYS

[Signature]
ACKNOWLEDGMENT OF RECEIPT OF SETTLEMENT STATEMENT

Borrower: Kelly Diehl and Natalia Diehl
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: March 30, 2020
Property Location: 822 E Lincoln Hwy
DeKalb, IL 60115
DeKalb County, Illinois

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

[Signatures]

Kelly Diehl
Natalia Diehl

City of DeKalb
BY: [Signature]
Management Analyst

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.

[Signatures]

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.
PLAT AND CERTIFICATE OF SURVEY
LOT 5 IN THE SUBDIVISION OF (SAMUEL) PETERSON'S RESUBDIVISION OF BLOCK 50 OF JONES' ADDITION TO DEKALB, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK "C" OF PLATS, PAGE 9 ON APRIL 6, 1898, IN DEKALB COUNTY, ILLINOIS. (EXCEPTING THEREFROM THE FOLLOWING: A PARCEL OF LAND IN SUBDIVISION OF LOT 5 OF SAMUEL PETERSON'S RESUBDIVISION OF BLOCK 50 OF JONES' ADDITION TO THE CITY OF DEKALB AS RECORDED IN BOOK "C" OF PLATS, AT PAGE 9 IN THE RECORDER'S OFFICE OF DEKALB COUNTY, ILLINOIS, SAID ADDITION BEING SITUATED IN THE SOUTHEAST 8 OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DEKALB COUNTY, ILLINOIS, SAID PARCEL BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEASTERLY CORNER OF SAID SUBDIVISION LOT 5; THENCE SOUTHERLY ON THE EASTERLY LINE OF SAID SUBDIVISION LOT 5, SAID LINE HAVING A BEARING OF SOUTH 0 DEGREES 07 MINUTES 06 SECONDS EAST, A DISTANCE OF 2.38 FEET TO A POINT; THENCE NORTHEASTERLY ON A LINE HAVING A BEARING OF NORTH 65 DEGREES 32 MINUTES 21 SECONDS WEST, A DISTANCE OF 21.93 FEET TO A POINT IN THE WESTERLY LINE OF SAID SUBDIVISION LOT 5; THENCE NORTHEASTERLY ON SAID WESTERLY LINE OF SUBDIVISION OF LOT 5, SAID LINE HAVING A BEARING OF NORTH 22 DEGREES 19 MINUTES 11 SECONDS EAST, A DISTANCE OF 1.31 FEET TO THE NORTHWESTERLY CORNER OF SAID SUBDIVISION LOT 5; THENCE SOUTHEASTERLY ON THE NORTHERLY LINE OF SAID SUBDIVISION LOT 5, SAID LINE HAVING A BEARING OF SOUTH 67 DEGREES 52 MINUTES 09 SECONDS EAST, A DISTANCE OF 21.01 FEET TO THE POINT OF BEGINNING).

PROPERTY ADDRESS: 822 EAST LINCOLN HIGHWAY, DEKALB, ILLINOIS
PIN: 08-23-336-006
CONTAINS 8,260 SQ FT

STATE OF ILLINOIS
COUNTY OF DEKALB

THIS IS TO CERTIFY THAT THE ATTACHED PLAT IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY I HAVE MADE OF PROPERTY HEREIN 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 NOVEMBER 25TH, 2019, WITNESS MY HAND AND SEAL AT DEKALB, ILLINOIS THIS 27TH DAY OF NOVEMBER, 2019.

Prepared by:
W.E. Hann Professional Surveyors
501 Pine Street
DeKalb, Illinois 60115
(815) 756-2180
Fax 748-2532
info@hannssurveyors.com
License # 184007413

FOR: CITY OF DEKALB
JOB NO. WES 15099
LICENSE EXPIRATION DATE: NOVEMBER 30TH, 2020
Address and Owner

Site Address
822 E LINCOLN HWY DEKALB

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

Current Owner
CITY OF DEKALB

Parcel Number
0823336006

Property Description Questions

Acreage
0

Lot Dimensions
25+ X 175+ X 84.7 X 156

Brief Property Description
PETEERSONS SUB - LOT 5 BLOCK 50

Land Use Information

Land Use Description

Property Class Description
0090 Tax Exempt