

**RESOLUTION 2020-053**

**PASSED: JUNE 8, 2020**

**AUTHORIZING A REAL ESTATE PURCHASE AGREEMENT AND THE SALE OF REAL PROPERTY LOCATED AT 1101 N. FIRST STREET, DEKALB, ILLINOIS (PIN 08-14-305-018) IN THE AMOUNT OF \$75,000.**

**WHEREAS**, the City of DeKalb (the "City") is a home rule unit of local government which may exercise any power and perform any function pertaining to its government and affairs pursuant to Article VII, Section 6, of the Illinois Constitution of 1970; and

**WHEREAS**, the City is the owner in fee simple of real property legally described in Exhibit A attached hereto and incorporated herein by reference (the "Property"); and

**WHEREAS**, a buyer has offered to purchase the Property at the price of \$75,000, subject to the approval of this Resolution and the execution of a Real Estate Purchase Agreement (the "Agreement") in the same or substantially similar form as the Agreement attached hereto and incorporated herein as Exhibit B (the "Agreement"); and

**WHEREAS**, the City's corporate authorities find that the sale of the Property is in the City's best interests for the protection of the public health, safety, and welfare;

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

**SECTION 1:** The recitals to this Resolution are true, material, adopted, and incorporated herein as Section 1 to this Resolution.

**SECTION 2:** The City's corporate authorities, by a  $\frac{3}{4}$  vote of the corporate authorities then holding office, approve of the sale of the Property at a price of \$75,000, subject to the Parties' execution of the Agreement in the same or substantially similar form as Exhibit B. The City's corporate authorities further approve the Agreement in the same or substantially similar form as Exhibit B, and direct the Mayor to execute and the City Clerk or Executive Assistant to attest the Agreement and all other documents and undertake all acts which are necessary to effectuate the Agreement and sale of the Property.

**SECTION 3:** This Resolution and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such ordinance should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the City of DeKalb that to the extent that the terms of this resolution should be inconsistent with any non-preemptive state law, that this resolution shall supersede state law in that regard within its jurisdiction.

**SECTION 4:** That the City Clerk or the Executive Assistant of the City of DeKalb, Illinois be authorized and directed to attest the Mayor's signature.

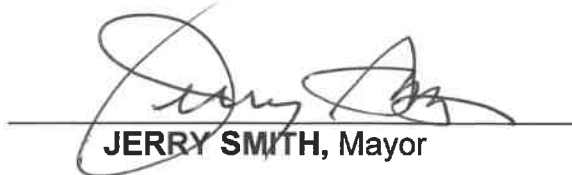
**SECTION 5:** This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

**PASSED BY THE CITY COUNCIL** of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 8<sup>th</sup> day of June 2020 and approved by me as Mayor on the same day. Passed by an 8-0 roll call vote. Aye: Morris, Finucane, Smith, Perkins, McAdams, Verbic, Faivre, Mayor Smith. Nay: None.

**ATTEST:**



**RUTH A. SCOTT**, Executive Assistant



**JERRY SMITH**, Mayor



**EXHIBIT A  
LEGAL DESCRIPTION**

LOT 1 OF BLOCK 4 HILLCREST SUBDIVISION, A SUBDIVISION OF A PART OF PARCEL "A" OF ELLWOOD FARM PLAT ON SECTION 14, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE 3RD P.M., DEKALB COUNTY, ILLINOIS IN ACCORDANCE WITH THE PLAT THEREOF RECORDED IN VOLUME "K" OF PLATS, PAGE 17 AS DOC.# 290626 IN DEKALB COUNTY RECORDERS OFFICE; EXCEPTING THEREFROM, THE FOLLOWING DESCRIBED PART OF LOT 1; BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 1 OF BLOCK 4 WHICH IS SITUATED 170 FEET WESTERLY OF THE NORTHEAST CORNER OF SAID LOT 1; SAID NORTHEAST CORNER OF LOT 1 BEING SITUATED ON THE WESTERLY LINE OF NORTH FIRST STREET AS DEDICATED BY THE ABOVE REFERENCED PLAT; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 1; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID LOT 1, A DISTANCE OF 120.75 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF LOT 1, WHICH IS ALONG THE NORTHERLY LINE OF HILLCREST DRIVE, A DISTANCE OF 20.0 FEET, MORE OR LESS, TO A POINT WHICH IS SITUATED 170 FEET WESTERLY FROM THE SOUTHWEST CORNER OF SAID LOT 1 AS MEASURED ALONG THE SOUTHERLY LINE OF LOT 1, SAID SOUTHEAST CORNER BEING A POINT ON THE WESTERLY LINE OF NORTH FIRST STREET AS DEDICATED BY THE ABOVE REFERENCED PLAT; THENCE NORTHERLY ON A STRAIGHT LINE TO THE PLACE OF BEGINNING. EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE ON AN ASSUMED BEARING OF NORTH 83 DEGREES 48 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 2.20 FEET; THENCE WESTERLY ALONG SAID SOUTH LINE, BEING A TANGENTIAL CURVE CONCAVE TO THE SOUTH, RADIUS 1672.14 FEET, A DISTANCE OF 27.80 FEET; THENCE NORTH 70 DEGREES 39 MINUTES 39 SECONDS EAST, 10.674 FEET; THENCE NORTHEASTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE NORTHWEST, RADIUS 29.00 FEET, A DISTANCE OF 24.51 FEET; THENCE NORTH 22 DEGREES 14 MINUTES 32 SECONDS EAST ALONG TANGENT, 18.20 FEET TO THE EAST LINE OF SAID LOT 1; THENCE SOUTH 6 DEGREES 12 MINUTES 00 SECONDS WEST ALONG SAID EAST LINE, 40.00 FEET TO THE POINT OF BEGINNING, ALL SITUATED IN THE CITY OF DEKALB, COUNTY OF DEKALB, STATE OF ILLINOIS.

Common Address: 1101 N. 1<sup>st</sup> St., DeKalb, IL 60015  
PIN: 08-14-305-018

**REAL ESTATE PURCHASE AGREEMENT  
(1101 N. First St.)**

This Agreement (the "Agreement"), by and between the City of DeKalb (the "City" or "Seller"), an Illinois home rule municipal corporation, and Saeed Saffaei (the "Buyer"), collectively referred to as the Parties, and in consideration of the covenants set forth herein, agree as follows:

**RECITALS**

**WHEREAS**, the City is a home rule unit of local government pursuant to Article VII, Section 6, of the Illinois Constitution of 1970; and

**WHEREAS**, the City is the owner in fee simple of real property located at 1101 N. First Street, which is legally described, attached hereto, and incorporated herein as Exhibit A (the "Property"); and

**WHEREAS**, the City desires to sell the Property to Buyer upon and subject to all of the terms, provisions, and conditions set forth in this Agreement; and

**WHEREAS**, the City's corporate authorities find that the sale of the Property is in the public interest and promotes the public health, safety, and welfare; and

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

1. **Property to be sold.** The City agrees to convey the Property to the Buyer for the price of \$75,000.00 (Seventy Five Thousand Dollars and Zero Cents).

2. **Earnest Money.** By no later than May 29, 2020, the Buyer shall deposit earnest money in the amount of \$5,000.00 (Five Thousand Dollars and Zero Cents), made out to and held by American Title Guaranty, Inc., and credited, without interest, to the Buyer at closing. If for any reason this Agreement is terminated for a reason that is not the Buyer's fault, all the earnest money shall be returned to Buyer without interest.

3. **Possession.** At closing, the City shall deliver possession of the Property to the Buyer.

4. **Deed.** The City agrees to convey the Property to the Buyer by a good and sufficient recordable special warranty deed, subject only to covenants, conditions, restrictions and easements apparent or of record and to all applicable zoning laws and ordinances.

**5. Evidence of title.**

A. The City shall be responsible for ordering and paying, at its sole cost and expense, a Commitment for Title Insurance issued by a title insurance company doing business in DeKalb County, committing a company to issue a policy in the usual form insuring title to the Property in the City's name in such amount as desired by the City.

B. Permissible exceptions to title shall include only special assessments; zoning laws and building ordinances; easements, apparent or of record; covenants and restrictions of record which do not restrict reasonable use of the premises; and existing mortgages which shall be paid by the mortgagor at closing.

C. If the Buyer requires a survey of the Property, it shall be the Buyer's responsibility to obtain such survey at its own expense.

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

**6. Closing.** The Closing Date shall be June 12, 2020, or such earlier or later date as the Parties may agree in writing, subject to the applicable provisions of this Agreement. If the scheduled Closing Date does not fall on a business day, the Closing Date shall be the next business day thereafter.

**7. Seller's Deliveries.** On the Closing Date, provided all conditions and contingencies have been satisfied, Seller shall deposit or cause to be deposited with the Title Company (or deliver to the Buyer, or its designee) the following, each duly executed and notarized, as appropriate:

- (i) A Warranty Deed, meeting the requirements of this Agreement transferring the real estate to the Buyer;
- (ii) An ALTA statement and "gap" undertaking in the form customarily required by the Title Company of a seller of property to enable it to issue the Title Policy in accordance with the terms hereof for the Property;
- (iii) An Affidavit of Title signed by the Seller of the Property in the customary form.
- (iv) A Bill of Sale for all improvements and fixtures located on the Property, if any, in the customary form.

- (v) All documents necessary to release any mortgages, or liens in the property, if any.
- (vi) Such other documents or deliveries (if any) required pursuant to other provisions of this Agreement, the Closing Escrow, or otherwise reasonably required in order to consummate the transaction contemplated hereby and customarily required by the Title Company of a Seller of property to enable it to issue the Title Policy in accordance with the terms hereof.

**8. Buyer's Deliveries.** On the Closing Date, provided all conditions and contingencies have been satisfied, Buyer shall deposit with Title Company (or deliver to Seller) the following, each dated and duly executed and notarized, as appropriate:

- (i) All affidavits, indemnities, undertakings and certificates customarily required by the Title Company of a purchaser of property to enable it to issue the Title Policy in accordance with the terms hereof.
- (ii) The monetary payment due Seller and any additional amounts necessary to pay any costs and fees required to be paid by Buyer less any applicable credits.
- (iii) Such other documents or deliveries (if any) required pursuant to other provisions of this Agreement, the Closing Escrow, or otherwise reasonably required in order to consummate the transaction contemplated hereby.

**9. Joint Deliveries.** On the Closing Date, provided all conditions and contingencies have been satisfied, the parties shall jointly deposit with Title Company the following, each dated and duly executed and notarized, as appropriate:

- (i) Closing Statement.
- (ii) State, and county transfer tax declarations and any required forms completed to establish that the transfers is exempt from any State, County or City real estate transfer taxes that is applicable because the transfer is made by a public entity.

**10. Closing Costs.** The Closing costs shall be paid as follows:

**By Seller:**

- (a) Preparation of the Deeds and documents required of the Seller
- (b) Its legal expenses
- (c) ½ of the Title Company closing escrow fees

- (d) The cost of the Owner's title insurance policy with extended coverage.
- (e) Any other closing costs charged to the Seller that are not otherwise allocated pursuant to this Section.

**By Buyer:**

- (a) Preparation of the documents required of the Buyer
- (b) Its legal expenses
- (c) ½ of the Title Company closing escrow fees.
- (d) Recording fees for the Deed
- (e) the Survey if requested or required by the Title Company.
- (f) Any other closing costs charged to the Buyer that are not otherwise allocated pursuant to this Section.

**11. Broker involvement.** The Parties acknowledge that each party has used its own broker who shall be paid at closing pursuant to the Parties' respective contingent fee agreements.

**12. Real estate taxes and proration.** The City represents that the Property is currently exempt from any property taxes. Any and all prior real estate taxes due for the Property for any period prior to closing, if any, shall be paid by City prior to or at closing. If necessary, the City shall bring to closing a certificate of redemption showing the amount of the real estate taxes owed for payments that were previously due and payable along with any penalties and interest and shall otherwise comply with all the Title Company's requirements pertaining to its payment of any previously due but unpaid real estate taxes.

**13. Real Estate Transfer Taxes.** At closing, the Parties shall execute a completed Real Estate Transfer Declaration in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois showing the exchange of properties in this Agreement as being exempt from any State, County, or local real estate transfer taxes.

**14. Personal property.** All personal property and fixtures located on or within real estate, if any, shall be transferred to the Buyer at closing by a Bill of Sale which is in a form that is acceptable to the Buyer.

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

**16. IRS Section 1445.** Each Party represents that it is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and that it is exempt from the withholding requirements of said Section. Each Party will furnish to the other Party at closing the Exemption Certification set forth in said Section.

**17. Condition of property.** Buyer agrees to accept the Property in its "as-is" condition, and the City disclaims all warranties express or implied as to the condition of the Property.

**18. Environmental matters.** The City has provided Buyer with true correct and complete copies of the City's environmental reports and documents listed on Exhibit B (collectively the "Environmental Reports"), which disclose the presence of Hazardous Materials, hereinafter defined, on the Property as of the date of this Agreement ("Pre-Existing Hazardous Materials"). City shall continue to provide Buyer with all environmentally specific reports and correspondence which pertain to the Property.

The Buyer accepts the Property "as is" with full knowledge of the Pre-Existing Hazardous Materials located on the Property. The Seller makes no warranty or representation that the environmental reports and information provided to the Buyer present a true and correct analysis of the condition of the Property, that the Property is fit for any particular purpose, and that the Buyer will be able to obtain a No Further Remediation letter from the IEPA. Buyer accepts all risks related to the condition of the Property and the remediation of the Property in compliance with federal and state regulations.

As used herein, "Environmental Laws" shall mean all statutes specifically described in the definition of "Hazardous Materials" and all other federal, state or local laws, regulations or orders relating to or imposing liability or standards of conduct concerning any Hazardous Material. As used herein, "Hazardous Materials" shall mean any hazardous, toxic or dangerous substance, material, waste, gas or particulate matter which is defined as such for purposes of regulation by any local government authority, the State where Property is located, or the United States Government including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or "restricted hazardous waste" under any provision of law, (ii) petroleum, (iii) asbestos or mold, (iv) polychlorinated biphenyl, (v) radioactive material, (vi) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Sec. 1251, et seq. (33 U.S.C. Sec. 1317), (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901, et seq. (42 U.S.C. Sec. 6903), or (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9601, et seq. (42 U.S.C. Sec. 9601).

Buyer agrees to remediate, clean-up and remove the Pre-Existing Hazardous Materials located on the Property in accordance with all Environmental Laws, at Buyer's sole cost and expense, notwithstanding any obligation of the City. The Parties agree that it shall be solely the responsibility of the Buyer, at its sole cost and expense, to pursue and obtain a No Further Remediation letter for the Property.

To the fullest extent permitted by law, the Buyer shall defend, indemnify, and hold harmless the City and its officers, employees, and agents from and against all claims, damages, losses, fines, expenses, costs and attorney's fees arising out of or resulting



from any Hazardous Materials located upon the Property and the remediation, clean-up, and removal of any Hazardous Materials located upon the Property.

The covenants and indemnities contained in this Section 18 shall survive the termination of this Agreement and shall not merge with the deed or closing. The responsibility of the Buyer to the City to pursue remediation shall not merge with the deed or closing and shall continue to exist after closing. The terms of this Section 18 are intended to remain applicable after closing and shall not merge with deed or closing.

**19. Zoning.** The Buyer agrees that he shall be required to comply with all the requirements of the City's unified development ordinance for the Buyer's intended use of the Property.

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

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

**22. Notices.** All notices herein required shall be in writing and shall be served on the parties at the addresses following their signatures. Except for when delivery of a notice is required, the mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient service.

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

**24. Entire Agreement.** This Agreement sets forth all agreements, understandings and covenants between and among the Parties relative to the matters herein contained. This Agreement supersedes all prior written agreements, negotiations and understandings, written and oral, and shall be deemed a full integration of the entire agreement of the Parties.

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

**26. Interpretations.** This Agreement has been jointly negotiated by the Parties and shall not be construed against a Party because that Party may have primarily assumed responsibility for the drafting of this Agreement.

**27. Execution.** All the parties to this Agreement represent that they are authorized to enter into this Agreement.

**IN WITNESS WHEREOF,** the Parties have duly executed this Agreement pursuant to all requisite authorizations on the dates set forth below.

**(SIGNATURE PAGE)**

<b>Buyer</b>  Saeed Saffaei 3037 Wedgewood Dr. DeKalb, IL 60115  DocuSigned by: By: <u>Saeed Saffaei</u> Saeed Saffaei Date: <u>5/26/2020</u>	<b>CITY</b>  City of DeKalb 164 E. Lincoln Hwy DeKalb, IL 60115  By: <u>Jerry Smith</u> Jerry Smith / Mayor Date: <u>6-8-2020</u>
<b>BUYER ATTEST</b>  _____	<b>CITY ATTEST</b>  <u>[Signature]</u>



**EXHIBIT A TO REAL ESTATE PURCHASE AGREEMENT  
(Legal Description for Property)**

The Property is legally described as follows:

LOT 1 OF BLOCK 4 HILLCREST SUBDIVISION, A SUBDIVISION OF A PART OF PARCEL "A" OF ELLWOOD FARM PLAT ON SECTION 14, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE 3RD P.M., DEKALB COUNTY, ILLINOIS IN ACCORDANCE WITH THE PLAT THEREOF RECORDED IN VOLUME "K" OF PLATS, PAGE 17 AS DOC.# 290626 IN DEKALB COUNTY RECORDERS OFFICE; EXCEPTING THEREFROM, THE FOLLOWING DESCRIBED PART OF LOT 1; BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 1 OF BLOCK 4 WHICH IS SITUATED 170 FEET WESTERLY OF THE NORTHEAST CORNER OF SAID LOT 1; SAID NORTHEAST CORNER OF LOT 1 BEING SITUATED ON THE WESTERLY LINE OF NORTH FIRST STREET AS DEDICATED BY THE ABOVE REFERENCED PLAT; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 1; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID LOT 1, A DISTANCE OF 120.75 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF LOT 1, WHICH IS ALONG THE NORTHERLY LINE OF HILLCREST DRIVE, A DISTANCE OF 20.0 FEET, MORE OR LESS, TO A POINT WHICH IS SITUATED 170 FEET WESTERLY FROM THE SOUTHWEST CORNER OF SAID LOT 1 AS MEASURED ALONG THE SOUTHERLY LINE OF LOT 1, SAID SOUTHEAST CORNER BEING A POINT ON THE WESTERLY LINE OF NORTH FIRST STREET AS DEDICATED BY THE ABOVE REFERENCED PLAT; THENCE NORTHERLY ON A STRAIGHT LINE TO THE PLACE OF BEGINNING. EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE ON AN ASSUMED BEARING OF NORTH 83 DEGREES 48 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 2.20 FEET; THENCE WESTERLY ALONG SAID SOUTH LINE, BEING A TANGENTIAL CURVE CONCAVE TO THE SOUTH, RADIUS 1672.14 FEET, A DISTANCE OF 27.80 FEET; THENCE NORTH 70 DEGREES 39 MINUTES 39 SECONDS EAST, 10.674 FEET; THENCE NORTHEASTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE NORTHWEST, RADIUS 29.00 FEET, A DISTANCE OF 24.51 FEET; THENCE NORTH 22 DEGREES 14 MINUTES 32 SECONDS EAST ALONG TANGENT, 18.20 FEET TO THE EAST LINE OF SAID LOT 1; THENCE SOUTH 6 DEGREES 12 MINUTES 00 SECONDS WEST ALONG SAID EAST LINE, 40.00 FEET TO THE POINT OF BEGINNING, ALL SITUATED IN THE CITY OF DEKALB, COUNTY OF DEKALB, STATE OF ILLINOIS.

PIN 08-14-305-018; Common Address: 1101 N. 1<sup>st</sup> St., DeKalb, IL 60015

**EXHIBIT B TO REAL ESTATE PURCHASE AGREEMENT  
(Environmental Reports)**

The following documents are incorporate herein as if they were fully set forth as part of this Exhibit:

1. Cover letter dated March 4, 2019 from Fehr Graham to IEPA (1 page)
2. Signed completed IEPA "Leaking Underground Storage Tank Program Corrective Action Plan (4 pages)
3. Amended Corrective Action Plan and Budget for the former DeKalb Marathon (incident no. 20050255) prepared by Fehr Graham dated March 4, 2019 (approx. 147 pages)
4. IEPA Leaking Underground Storage Tank Program, Election to proceed as "owner" signed 11-17-2018 (1 page)
5. OSFM Authorization to submit eligibility and deductible application dated 11-7-2018 (1 page)
6. OSFM Notification of ownership change for underground storage tanks dated 11-7-2018 (1 page)
7. IEPA letter dated December 31, 2018 (2 pages)
8. OFSM facility details (5 pages)
9. OFSM Notice of violation (2 pages)

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## COMMERCIAL LETTER OF INTENT

Date: 5/13/2020

To: PAUL MILLER ADOLPH MILLER REAL ESTATE

(Listing Broker and/or Owner of Record)

Street: 710 E. Lincoln Hwy.

City, State Zip: DEKALB IL 60115

RE: Property Address: 1101 N 1ST STREET

PIN: 0813305018

Pursuant to our discussions, this letter is intended to set forth some of the basic terms under which my clients, SAEED SAFFAEI (hereinafter "Purchaser") would be interested in entering into a contract to purchase the above-referenced [check one] ☒ property or ☐ business from OWNER OF RECORD City of DeKalb (hereinafter "Seller"). We would like to address the business issues in as comprehensive a manner as possible at the outset to expedite contract negotiation and finalization; and this letter is intended as a first step in the process. Please be advised that this letter is only an expression of the basic terms and conditions to be incorporated into a formal written agreement. Upon Seller's execution of this Letter of Intent, the parties shall NOT be contractually bound unless and until they execute a formal real estate sales contract, which must be in a form and content satisfactory to each party and its counsel at their sole discretion.

1. **LOCATION:** The Premises to be acquired is commonly known as 1101 N 1ST STREET DEKALB IL 60115, Illinois (hereinafter the "Premises")
2. **USE:** Purchaser initially intends to use the Premises for REHAB AND USE AS A SMALL GROCERY STORE
3. **PURCHASE PRICE:** Purchaser has authorized the offering of a purchase price of SEVENTY THOUSAND DOLLARS (~~\$70,000~~ 75,000.00), said payment being subject to the contingencies set forth in Paragraph 7. We would agree to establish a strict joint order escrow with [check one] ☐ title company, ☐ Seller's Managing Broker, ☐ Purchaser's Managing Broker, ☐ Seller's Attorney, ☒ Purchaser's Attorney, ☐ other (please specify) \_\_\_\_\_ for the purposes of holding the earnest money for our mutual benefit through the term of the contingency period set forth herein. The earnest money would be increased to a mutually satisfactory amount upon execution of a contract or refunded upon the expiration of the time limit set forth herein.
4. **PREPARATION OF CONTRACT:** Purchaser and Seller each agree to contact their respective attorneys within seven (7) business days following the execution of this LETTER OF INTENT, and to instruct [check one] ☐ Purchaser's Attorney or ☒ Seller's Attorney to begin efforts to negotiate a mutually acceptable and binding real estate contract.
5. **CLOSING DATE:** Closing shall take place on a date agreed upon by the parties after we have determined the feasibility of our intended use and satisfactorily complete all due diligence tasks we deem necessary but no later than JUNE 12, 2020.
6. **DUE DILIGENCE:** Purchaser shall have 10 days from the date of an executed contract to conduct and/or review the following
  - a. A current environmental inspection report to be furnished and paid for by [check one] ☐ Buyer ☒ Seller ☐ Other Buyer has Reports
  - b. Geotechnical and/or soil testing
  - c. Zoning or other municipal requirements
  - d. Financing
  - e. Assignability of leases
  - f. Other: \_\_\_\_\_

and all additional activities necessary for Purchaser to determine the initial feasibility and cost of developing/acquiring the Premises consistent with its intended use. Seller agrees to allow Purchaser and Purchaser's agent immediate access to the Premises for purposes of determining the feasibility of Purchaser's proposed use.

**7. DOCUMENTATION TO BE PROVIDED BY SELLER:**

- a. ☒ Existing title insurance policy  
 b. ☒ Existing survey  
 c. ☒ Existing environmental inspection report and/or remediation reports  
 d. ☐ Copies of all existing leases  
 e. ☒ List of personal property to be included in sale  
 f. ☒ Listing sheet/marketing brochure  
 g. ☐ Other: \_\_\_\_\_

*Buyer has, B, C, E + F*

*[Signature]*

8. **EXCLUSIVITY:** Seller agrees that during the period of 15 days from the date of execution hereof it will deal exclusively with the Purchaser and not enter into a contract or a letter of intent with any other party or in any manner to initiate a sale of the Premises.

9. **CONFIDENTIALITY:** Purchaser and Seller agree that the provisions of this Letter of Intent shall remain strictly confidential and shall not be disclosed to any third party without the prior written consent of Purchaser and Seller.

10. **COMMISSION:** Commission shall be paid pursuant to a separate agreement.

11. **AUTOMATIC TERMINATION:** Notwithstanding anything to the contrary contained herein, in the event a final written contract is not executed by the parties hereto within 45 days of execution hereof, all obligations of either party shall immediately cease and neither party shall have any further liability hereunder.

If you would like to discuss a contract to purchase with us on these general terms, please sign and return a copy of this letter to the undersigned at your earliest convenience.

DocuSigned by:

5/14/2020

*[Signature]*  
PURCHASER (Signature)

DATE

*[Signature]*  
SELLER (Signature)

DATE

PURCHASER (Signature)

DATE

SELLER (Signature)

DATE

SAEED SAFFAEI

*Bill Nicklas*

PRINT PURCHASER(S) NAME(S)

PRINT SELLER(S) NAMES(S)

3037 WEDGEWOOD

*200 S. Fourth St.*

ADDRESS

ADDRESS

DEKALB

IL

60115

*DeKalb*

*IL*

*60115*

CITY

STATE

ZIP

CITY

STATE

ZIP

PHONE

EMAIL

PHONE

EMAIL

TRACY BEHRENS REMAX ALL PRO

*Adolph Miller / Paul Miller*

PURCHASER'S DESIGNATED LICENSEE (Please Print) PHONE

SELLER'S DESIGNATED LICENSEE (Please Print) PHONE

630-391-4848

TRACYBEHRENS@F

*7567845*

*adolphmiller@aol.com*

OFFICE PHONE

EMAIL

OFFICE PHONE

EMAIL

*Matt Rose / Jason Blumenthal*

PURCHASER'S ATTORNEY (Please Print)

PHONE

SELLER'S ATTORNEY (Please Print)

PHONE

OFFICE PHONE

EMAIL

OFFICE PHONE

EMAIL

**COMMITMENT FOR TITLE INSURANCE  
ISSUED BY  
FIDELITY NATIONAL TITLE INSURANCE COMPANY****NOTICE**

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

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

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

**COMMITMENT TO ISSUE POLICY**

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

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

**COMMITMENT CONDITIONS****1. DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.

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- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
  - (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
  - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
  - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
  - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
  - (b) the Commitment to Issue Policy;
  - (c) the Commitment Conditions;
  - (d) Schedule A;
  - (e) Schedule B, Part I-Requirements;
  - (f) Schedule B, Part II-Exceptions; and
  - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.
4. **COMPANY'S RIGHT TO AMEND**
- The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.
5. **LIMITATIONS OF LIABILITY**
- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
    - (i) comply with the Schedule B, Part I-Requirements;
    - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
    - (iii) acquire the Title or create the Mortgage covered by this Commitment.
  - (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
  - (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

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- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

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

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

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

**9. ARBITRATION**

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

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(00030219A.PFD/00030219A/3)

**Transaction Identification Data for reference only:**

Issuing Agent: American Title Guaranty, Inc.  
Issuing Office: 2045 Aberdeen Ct Ste B, Sycamore, IL 60178  
Issuing Office's ALTA® Registry ID:  
Loan ID Number:  
Commitment Number: 00030219A  
Issuing Office File Number: 00030219A  
Property Address: 1101 N 1st St, DeKalb, IL 60115

**SCHEDULE A**

1. Commitment Date: May 15, 2020 at 04:30 PM
2. Policy to be issued:
  - (a) ALTA® ALTA Own. Policy (06/17/06)  
Proposed Insured: Saeed Saffaei  
Proposed Policy Amount: \$ 75,000.00
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date, vested in:  
City of DeKalb
5. The Land is described as follows:

Lot 1 of Block 4 Hillcrest Subdivision, a subdivision of a part of Parcel "A" of Ellwood Farm Plat on Section 14, Township 40 North, Range 4 East of the Third Principal Meridian, DeKalb County, Illinois, in accordance with the plat thereof recorded in Book "K" of Plats, page 17 as Document No. 290626 in DeKalb County Recorder's Office; EXCEPTING THEREFROM the following described part of Lot 1: Beginning at a point on the North line of said Lot 1 of Block 4 which is situated 170 feet Westerly of the Northeast corner of said Lot 1; said Northeast corner of Lot 1 being situated on the Westerly line of North First Street as dedicated by the above referenced plat; thence Westerly along the North line of said Lot 1 of Block 4, a distance of 8.07 feet, more or less, to the Northwest corner of said Lot 1; thence Southerly, along the Westerly line of said Lot 1, a distance of 120.75 feet to the Southwest corner of said Lot 1; thence Easterly along the Southerly line of Lot 1, which is along the Northerly line of Hillcrest Drive, a distance of 20.0 feet, more or less, to a point which is situated 170 feet Westerly from the Southeast corner of said Lot 1 as measured along the Southerly line of Lot 1, said Southeast corner being a point on the Westerly line of North First Street as dedicated by the above referenced plat; thence Northerly on a straight line to the place of beginning; ALSO EXCEPTING THEREFROM the following described tract: Beginning at the Southeast corner of said Lot 1; thence on an assumed bearing of North 83 degrees 48 minutes 00 seconds West along the South line of said Lot 1, a distance of 2.20 feet; thence Westerly along said South line, being a tangential curve concave to the South, radius 1672.14 feet, a distance of 27.80 feet; thence North 70 degrees 39 minutes 39 seconds East, 10.674 feet; thence Northeasterly along a tangential curve concave to the Northwest, radius 29.00 feet, a distance of 24.51 feet; thence North 22 degrees 14 minutes 32 seconds East along tangent, 18.20 feet to the East line of said Lot 1; thence South 6 degrees 12 minutes 00 seconds West along said East line, 40.00 feet to the point of beginning, all situated in the City of DeKalb, County of DeKalb, State of Illinois.

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(00030219A.PFD/00030219A/12)

**SCHEDULE A**  
(Continued)

Commitment Number: 00030219A

**Fidelity National Title Insurance Company**

By: Brenda J. Jones  
American Title Guaranty, Inc.

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**SCHEDULE B, PART I  
Requirements**

All of the following Requirements must be met

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
6. The "Good Funds" section of the Title Insurance Act (215 ILCS 155/26) is effective January 1, 2010. This Act places limitations upon our ability to accept certain types of deposits into escrow. Please contact your local Title office regarding the application of this new law to your transaction.
7. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois notary public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.
8. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
9. NOTE - FOR INFORMATIONAL PURPOSES ONLY: To ensure compliance with Public Act #87-1197, the parties to this transaction must provide copies of all documents which are to be recorded as a consequence of this transaction, to American Title Guaranty, Inc. no later than 24 hours prior to the closing of said transaction.
10. In order to consider issuing our full ALTA Loan Policy, we will need our ALTA form to be completed and returned.
11. If any contemplated deed of conveyance of the land is exempt from the operation of the provisions of Paragraph 1(a) of Chapter 109 of the Illinois Revised Statutes, such deed should be accompanied by a proper affidavit establishing to the satisfaction of the Recorder of DeKalb County, Illinois, that the conveyance is so exempt. If said conveyance is not so exempt, compliance should be had with the provisions of said Paragraph 1(a).
12. In order for the Company to insure title coming through the sale or transfer of land from the municipality in title, we should be furnished a certified copy of the ordinance or resolution authorizing the conveyance, together with the number of ayes and nays for its passage, and evidence of any required publication.

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

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(00030219A.PFD/00030219A/12)

**SCHEDULE B**  
(Continued)

Commitment Number: 00030219A

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

This commitment is subject to such additional exceptions, if any, as may be deemed necessary after our review of these materials.

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(00030219A.PFD/00030219A/12)

**SCHEDULE B**  
(Continued)

Commitment Number: 00030219A

**SCHEDULE B, PART II**  
**Exceptions**

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

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

**General Exceptions**

1. Rights or claims of parties in possession not shown by Public Records.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Taxes or special assessments which are not shown as existing liens by the Public Records.
6. We should be furnished a properly executed ALTA statement and, unless the land insured is a condominium unit, a survey if available. Matters disclosed by the above documentation will be shown specifically.
7. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
8. The lien of taxes for the year 2020 and thereafter.  
  
Permanent Index Number: 08-14-305-018  
No taxes due, exempt from taxation
9. Rights of way for drainage ditches, tiles, feeders and laterals.
10. If any document referenced herein contains a covenant, condition or restriction violative of 42 USC 3604 (c), such covenant, condition or restriction to the extent of such violation is hereby deleted.
11. Notice of Judgment Lien in the amount of \$823.00 filed by the City of DeKalb against Devon Bank of Chicago Land Trust #6996; said notice was recorded February 19, 2016 as Document No. 2016001702.
12. Notice of Judgment Lien in the amount of \$1187.50 filed by the City of DeKalb against Devon Bank of Chicago Land Trust #6996; said notice was recorded December 30, 2016 as Document No. 2016012958.
13. Notice of Judgment Lien in the amount of \$1187.50 filed by the City of DeKalb against Devon Bank of Chicago Land Trust #6996; said notice was recorded December 30, 2016 as Document No. 2016012959.

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**SCHEDULE B**  
(Continued)

Commitment Number: 00030219A

14. Notice of Judgment Lien in the amount of \$1187.50 filed by the City of DeKalb against Devon Bank of Chicago Land Trust #6996; said notice was recorded December 30, 2016 as Document No. 2016012960.
15. Public utility easement as per the plat of said subdivision over the North 5 feet of said lot.
16. Rights of vested title holder and owners of adjoining properties as to the fences and property affected thereby as disclosed by the survey dated October 14, 2019 made by Shawn R. VanKampen, Illinois Professional Land Surveyor No. 2710.
17. END OF SCHEDULE B - SECTION II

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(00030219A.PFD/00030219A/12)

**Remit Payment To:**

American Title Guaranty, Inc.  
2045 Aberdeen Ct Ste B  
Sycamore, IL 60178

**INVOICE****Billed To:**

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

**Invoice Date:** May 26, 2020**Please Pay Before:** June 26, 2020**Our File Number:** 00030219A**Your Reference Number:** DEKALB/SAFFAEI**Property:**

1101 N 1st St  
DeKalb, IL 60115  
De Kalb County

**Brief Legal:**

DESCRIPTION	AMOUNT
<b>BUYER/BORROWER CHARGES:</b>	
Closing Protection Coverage (beginning 1/1/2011) Buyer - Underwriter Charge	25.00
Closing Fee	400.00
Later Date Fee	100.00
Incoming/Outgoing Wire Fees (\$25 each)	
Overnight Handling Fee (\$25 each)	
<b>SELLER CHARGES</b>	
Owners Policy of Title Insurance	525.00
Update Fee	100.00
Closing Protection Coverage (beginning 1/1/2011) Seller - Underwriter Charge	50.00
State of Illinois-DFI Policy Fee (\$3.00/policy issued)	3.00
Incoming/Outgoing Wire Fees (\$25 each)	
Overnight Handling Fee (\$25 each)	

**Invoice Total Amount Due** \$ **1,203.00**

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

**Copies of this Commitment have been sent to:**

**Matthew Rose Bill Nicklas Paul Miller**





<b>A.</b> <b>U.S. DEPARTMENT OF HOUSING &amp; URBAN DEVELOPMENT</b>  <b>SETTLEMENT STATEMENT</b>		<b>B. TYPE OF LOAN:</b> 1. <input type="checkbox"/> FHA    2. <input type="checkbox"/> FmHA    3. <input type="checkbox"/> CONV. UNINS.    4. <input type="checkbox"/> VA    5. <input type="checkbox"/> CONV. INS. 6. FILE NUMBER: 00030219A    7. LOAN NUMBER: 8. MORTGAGE INS CASE NUMBER:	
<b>C. NOTE:</b> <i>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.</i>			
<b>D. NAME AND ADDRESS OF BORROWER:</b>  1101 North 1st Street, LLC 310 Dietz Ave DeKalb, IL 60115		<b>E. NAME AND ADDRESS OF SELLER:</b>  City of DeKalb 200 S 4th St DeKalb, IL 60115	
<b>G. PROPERTY LOCATION:</b> 1101 N 1st St DeKalb, IL 60115 De Kalb County, Illinois		<b>H. SETTLEMENT AGENT:</b> American Title Guaranty, Inc.  <b>PLACE OF SETTLEMENT</b> 2045 Aberdeen Ct Ste B Sycamore, IL 60178	
<b>I. SETTLEMENT DATE:</b>  June 26, 2020			

<b>J. SUMMARY OF BORROWER'S TRANSACTION</b> <b>100. GROSS AMOUNT DUE FROM BORROWER:</b> 101. Contract Sales Price 75,000.00 102. Personal Property 103. Settlement Charges to Borrower (Line 1400) 1,255.00 104. 105. <i>Adjustments For Items Paid By Seller in advance</i> 106. City/Town Taxes to 107. County Taxes to 108. Assessments to 109. 110. 111. 112. <b>120. GROSS AMOUNT DUE FROM BORROWER</b> 76,255.00 <b>200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:</b> 201. Deposit or earnest money 5,000.00 202. Principal Amount of New Loan(s) 203. Existing loan(s) taken subject to 204. 205. 206. 207. 208. 209. <i>Adjustments For Items Unpaid By Seller</i> 210. City/Town Taxes to 211. County Taxes to 212. Assessments to 213. 214. 215. 216. 217. 218. 219. <b>220. TOTAL PAID BY/FOR BORROWER</b> 5,000.00 <b>300. CASH AT SETTLEMENT FROM/TO BORROWER:</b> 301. Gross Amount Due From Borrower (Line 120) 76,255.00 302. Less Amount Paid By/For Borrower (Line 220) ( 5,000.00 ) <b>303. CASH ( X FROM ) ( TO ) BORROWER</b> 71,255.00	<b>K. SUMMARY OF SELLER'S TRANSACTION</b> <b>400. GROSS AMOUNT DUE TO SELLER:</b> 401. Contract Sales Price 75,000.00 402. Personal Property 403. 404. 405. <i>Adjustments For Items Paid By Seller in advance</i> 406. City/Town Taxes to 407. County Taxes to 408. Assessments to 409. 410. 411. 412. <b>420. GROSS AMOUNT DUE TO SELLER</b> 75,000.00 <b>500. REDUCTIONS IN AMOUNT DUE TO SELLER:</b> 501. Excess Deposit (See Instructions) 502. Settlement Charges to Seller (Line 1400) 5,638.00 503. Existing loan(s) taken subject to 504. Payoff of first Mortgage 505. Payoff of second Mortgage 506. 507. (Deposit disb. as proceeds) 508. 509. <i>Adjustments For Items Unpaid By Seller</i> 510. City/Town Taxes to 511. County Taxes to 512. Assessments to 513. 514. 515. 516. 517. 518. 519. <b>520. TOTAL REDUCTION AMOUNT DUE SELLER</b> 5,638.00 <b>600. CASH AT SETTLEMENT TO/FROM SELLER:</b> 601. Gross Amount Due To Seller (Line 420) 75,000.00 602. Less Reductions Due Seller (Line 520) ( 5,638.00 ) <b>603. CASH ( X TO ) ( FROM ) SELLER</b> 69,362.00
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L. SETTLEMENT CHARGES						
<b>700. TOTAL COMMISSION Based on Price</b>				\$ 75,000.00 @ 6.0000 %	4,500.00	
Division of Commission (line 700) as Follows:						
701. \$ 2,250.00	to	Miller Real Estate				
702. \$ 2,250.00	to	ReMax All Pro				
703. Commission Paid at Settlement						4,500.00
704.				to		
<b>800. ITEMS PAYABLE IN CONNECTION WITH LOAN</b>						
801. Loan Origination Fee	%	to				
802. Loan Discount	%	to				
803. Appraisal Fee		to				
804. Credit Report		to				
805. Lender's Inspection Fee		to				
806. Mortgage Ins. App. Fee		to				
807. Assumption Fee		to				
808.						
809.						
810.						
811.						
<b>900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE</b>						
901. Interest From	to	@ \$	/day (	days	%)	
902. Mortgage Insurance Premium for						months to
903. Hazard Insurance Premium for						1.0 years to
904.						
905.						
<b>1000. RESERVES DEPOSITED WITH LENDER</b>						
1001. Hazard Insurance	@ \$		per			
1002. Mortgage Insurance	@ \$		per			
1003. City/Town Taxes	@ \$		per			
1004. County Taxes	@ \$		per			
1005. Assessments	@ \$		per			
1006.	@ \$		per			
1007.	@ \$		per			
1008.	@ \$		per			
<b>1100. TITLE CHARGES</b>						
1101. Settlement or Closing Fee	to	American Title Guaranty, Inc.				200.00 200.00
1102. Abstract or Title Search	to					
1103. Title Examination	to					
1104. Title Insurance Binder	to					
1105. Document Preparation	to					
1106. Notary Fees	to					
1107. Attorney's Fees	to					
(includes above item numbers:						)
1108. Title Insurance	to	American Title Guaranty				0.00 525.00
(includes above item numbers:						)
1109. Lender's Coverage	\$					
1110. Owner's Coverage	\$	75,000.00			525.00	
1111. CPL Fees	to	American Title Guaranty, Inc.				25.00 50.00
1112. Update/Later Date Fees	to	American Title Guaranty, Inc.				100.00 100.00
1113. Wire Fee	to	American Title Guaranty, Inc.				25.00
<b>1200. GOVERNMENT RECORDING AND TRANSFER CHARGES</b>						
1201. Recording Fees: Deed \$	65.00 ; Mortgage \$		Releases \$	260.00		65.00 260.00
1202. City/County Tax/Stamps: Deed		0.00 ; Mortgage				
1203. State Tax/Stamps: Deed		0.00 ; Mortgage				
1204. State of IL-DFI Policy Fee	to	American Title Guaranty, Inc.				3.00
1205.						
<b>1300. ADDITIONAL SETTLEMENT CHARGES</b>						
1301. Survey	to	W.E. Hanna Surveyors				840.00
1302. Pest Inspection	to					
1303.						
1304.						
1305.						
<b>1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)</b>						1,255.00 5,638.00

Certified to be a true copy.

## ACKNOWLEDGMENT OF RECEIPT OF SETTLEMENT STATEMENT

**Borrower:** 1101 North 1st Street, LLC  
**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:** June 26, 2020  
**Property Location:** 1101 N 1st St  
DeKalb, IL 60115  
De Kalb County, Illinois

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

1101 North 1st Street, LLC

BY: 

City of DeKalb

BY: 

To the best of my knowledge, the HUD-1 Settlement Statement is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

  
American Title Guaranty, Inc.  
Settlement Agent

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

**SUBSTITUTE FORM 1099-S**  
**PROCEEDS FROM REAL ESTATE TRANSACTIONS**  
**FOR THE TAX YEAR: 2020**  
OMB No. 1545-0997

**SETTLEMENT AGENT/FILER'S NAME AND ADDRESS**

American Title Guaranty, Inc.  
2045 Aberdeen Ct Ste B  
Sycamore, IL 60178  
(815)756-3611

Filer's Federal Tax ID Number: 36-3607907  
File Number: 00030219A

**SELLER/TRANSFEROR'S NAME AND ADDRESS**

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

Transferor's Federal Tax ID Number:

1) Date of Closing:  June 26, 2020	2) Gross Proceeds:  75000.00	4) X here if property or services received:	5) X here if foreign person:	6) Buyer's part of real estate tax:
3) Address or Legal Description: 1101 N 1st St/DeKalb IL 60115				

THIS IS IMPORTANT TAX INFORMATION AND IS BEING FURNISHED TO THE INTERNAL REVENUE SERVICE. IF YOU ARE REQUIRED TO FILE A RETURN, A NEGLIGENCE PENALTY OR OTHER SANCTION MAY BE IMPOSED ON YOU IF THIS ITEM IS REQUIRED TO BE REPORTED AND THE IRS DETERMINES THAT IT HAS NOT BEEN REPORTED.

YOU ARE REQUIRED BY LAW TO PROVIDE AMERICAN TITLE GUARANTY, INC. WITH YOUR CORRECT FEDERAL TAX IDENTIFICATION NUMBER. IF YOU DO NOT PROVIDE AMERICAN TITLE GUARANTY, INC. WITH YOUR CORRECT FEDERAL TAX IDENTIFICATION NUMBER, YOU MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES IMPOSED BY LAW.

UNDER PENALTIES OF PERJURY, I CERTIFY THAT THE NUMBER SHOWN ABOVE ON THIS STATEMENT IS MY CORRECT FEDERAL TAX IDENTIFICATION NUMBER. I ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

 6/26/2020  
Date

You MUST enter your Federal Tax Identification Number above.

Sign and return a copy of this form immediately to American Title Guaranty, Inc..

**Instructions for Transferor**

For sales or exchanges of certain real estate, the person responsible for closing a real estate transaction must report the real estate proceeds to the IRS and must furnish this statement to you. To determine if you have to report the sale or exchange of your main home on your tax return, see the instructions for Schedule D (Form 1040). If the real estate was not your main home, report the transaction on Form 4797, Form 6252, and/or the Schedule D for the appropriate income tax form. If box 4 is checked and you received or will receive like-kind property, you must file Form 8824.

**Federal mortgage subsidy.** You may have to recapture (pay back) all or part of a federal mortgage subsidy if all the following apply.

- You received a loan provided from the proceeds of a qualified mortgage bond or you received a mortgage credit certificate.
- Your original mortgage loan was provided after 1990.
- You sold or disposed of your home at a gain during the first 9 years after you received the federal mortgage subsidy.
- Your income for the year you sold or disposed of your home was over a specified amount.

This will increase your tax. See Form 8828 and Pub. 523.

**Transferor's taxpayer identification number.** For your protection, this form may show only the last four digits of your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN). However, the issuer has reported your complete identification number to the IRS.

**Account number.** May show an account or other unique number the filer assigned to distinguish your account.

**Box 1.** Shows the date of closing.

**Box 2.** Shows the gross proceeds from a real estate transaction, generally the sales price. Gross proceeds include cash and notes payable to you, notes assumed by the transferee (buyer), and any notes paid off at settlement. Box 2 does not include the value of other property or services you received or will receive. See Box 4.

**Box 3.** Shows the address or legal description of the property transferred.

**Box 4.** If marked, shows that you received or will receive services or property (other than cash or notes) as part of the consideration for the property transferred. The value of any services or property (other than cash or notes) is not included in box 2.

**Box 5.** If checked, shows that you are a foreign person (nonresident alien, foreign partnership, foreign estate, or foreign trust).

**Box 6.** Shows certain real estate tax on a residence charged to the buyer at settlement. If you have already paid the real estate tax for the period that includes the sale date, subtract the amount in box 6 from the amount already paid to determine your deductible real estate tax. But if you have already deducted the real estate tax in a prior year, generally report this amount as income on the "Other income" line of the appropriate income tax form. For more information, see Pub. 523, Pub. 525, and Pub. 530.



# Fidelity National Title

Insurance Company

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

File Number: 00030219A [Commitment Number]  
Buyer(s)/Borrower(s): 1101 North 1st Street, LLC  
Property Address: 1101 N 1st St, DeKalb, IL 60115

DATE: 06/11/2020

**SETTLEMENT AGENT OR APPROVED ATTORNEY:**  
American Land Title Guaranty & Abstract Corporation  
DBA American Title Guaranty, Inc  
2045 Aberdeen Ct Ste B  
Sycamore, IL 60178-3140

## To Whom It May Concern:

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

### REQUIREMENTS

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

### CONDITIONS AND EXCLUSIONS

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

- (n) wire fraud, mail fraud, telephone fraud, facsimile fraud, unauthorized access to a computer, network, email, or document production system, business email compromise, identity theft, or diversion of Funds to a person or account not entitled to receive the Funds perpetrated by anyone other than the Company.
4. If the closing is to be conducted by an Approved Attorney, a Commitment in connection with the Real Estate Transaction must have been received by You prior to the transmittal of Your final closing instructions to the Approved Attorney.
  5. When the Company shall have indemnified You pursuant to this letter, it shall be subrogated to all rights and remedies You have against any person or property had You not been indemnified. The Company's liability for indemnification shall be reduced to the extent that You have impaired the value of this right of subrogation.
  6. The Company's aggregate liability for loss under this letter and all other closing protection letters relating to the Real Estate Transaction shall not exceed the amount of all Funds deposited by all parties to the Real Estate Transaction.
  7. The Company will be liable only to the holder of the Indebtedness at the time that payment is made. This Section 7 does not apply to a purchaser, borrower, seller or lessee.
  8. Payment to You or to the owner of the Indebtedness under either the Policy or from any other source shall reduce liability under this letter by the same amount. Payment in accordance with the terms of this letter shall constitute a payment pursuant to the Conditions of the Policy.
  9. The Settlement Agent is the Company's agent only for the limited purpose of issuing policies. Neither the Settlement Agent nor the Approved Attorney is the Company's agent for the purpose of providing closing or settlement services. The Company's liability for Your loss arising from closing or settlement services is strictly limited to the contractual protection expressly provided in this letter. The Company shall have no liability for loss resulting from the fraud, theft, dishonesty, misappropriation, or negligence of any party to the Real Estate Transaction, the lack of creditworthiness of any borrower connected with the Real Estate Transaction, or the failure of any collateral to adequately secure a loan connected with the Real Estate Transaction.
  10. In no event shall the Company be liable for a loss if the written notice of a claim is not received by the Company within one year from the date of the transmittal of Funds. The condition that the Company must be provided with written notice under this Section 10 shall not be excused by lack of prejudice to the Company.
  11. You must promptly send written notice of a claim under this letter to the Company at its principal office at P.O. Box 45023, Jacksonville, FL 32232-5023. If the Company is prejudiced by Your failure to provide prompt notice, the Company's liability to You under this letter shall be reduced to the extent of the prejudice.
  12. Whenever requested by the Company, You, at the Company's expense, shall:
    - (a) give the Company all reasonable aid in;
      - (i) securing evidence, obtaining witnesses, prosecuting, or defending any action or proceeding, or effecting any settlement; and
      - (ii) any other lawful act that in the opinion of the Company may be necessary to enable the Company's investigation and determination of its liability under this letter;
    - (b) deliver to the Company any records, in whatever medium maintained, that pertain to the Real Estate Transaction or any claim under this letter; and
    - (c) submit to an examination under oath by any authorized representative of the Company with respect to any such records, the Real Estate Transaction, any claim under this letter or any other matter reasonably deemed relevant by the Company.
  13. The Company shall have no liability under this letter if:
    - (a) the Real Estate Transaction has not closed within one year from the date of this letter; or
    - (b) at any time after the date of this letter, but before the Real Estate Transaction closes, the Company provides written notice of termination of this letter to the Addressee at the address set forth above.
  14. The protection of this letter extends only to real estate closings which take place in the State of Illinois, and any court or arbitrator shall apply the law of the jurisdiction where the Land is located to interpret and enforce the terms of this letter. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law. Any litigation or other proceeding under this letter must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.
  15. There shall be no right for any claim under this letter to be arbitrated or litigated on a class action basis.
  16. Either the Company or You may demand that any claim arising under this letter be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association, unless You have a Policy for the Real Estate Transaction with an Amount of Insurance greater than \$2,000,000. If You have a Policy for the Real Estate Transaction with an Amount of Insurance greater than \$2,000,000, a claim arising under this letter may be submitted to arbitration only when agreed to by both the Company and You.
  17. This letter is effective only if the Real Estate Transaction involves either (i) nonresidential real property where the amount of Funds is less than \$2,000,000, or (ii) residential real property.

This letter supersedes and cancels any previous letter or similar agreement for closing protection that applies to the Real Estate Transaction and may not be modified by the Settlement Agent or Approved Attorney. CPL80413(12/2018)

Fidelity National Title Insurance Company  
By:



Paul Barbato, VP Senior UW Counsel

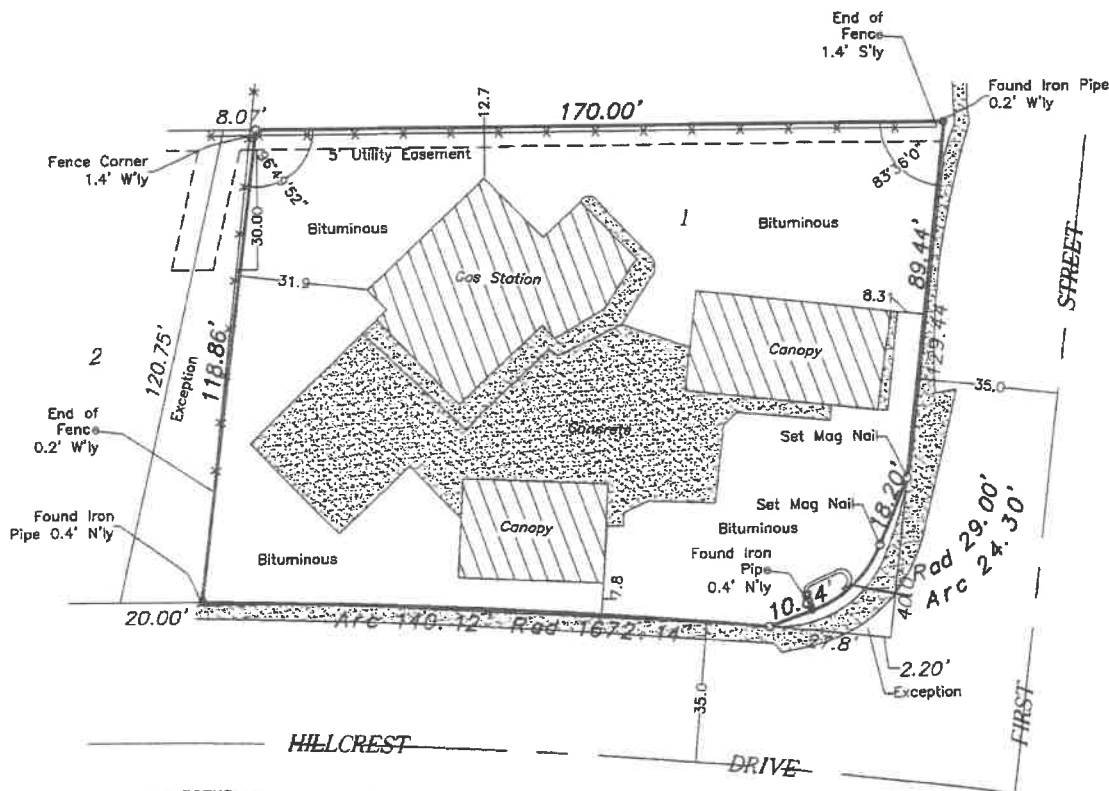
# PLAT AND CERTIFICATE OF SURVEY

SCALE

1"=30'

LOT 1 OF BLOCK 4 HILLCREST SUBDIVISION, A SUBDIVISION OF PART OF PARCEL "A" OF ELLWOOD FARM PLAT ON SECTION 14, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE 3RD PRINCIPAL MERIDIAN, DEKALB COUNTY, ILLINOIS IN ACCORDANCE WITH THE PLAT THEREOF RECORDED IN VOLUME "K" OF PLATS, PAGE 17 AD DOC. #290626 IN DEKALB COUNTY RECORDER'S OFFICE; EXCEPTING THEREFROM, THE FOLLOWING DESCRIBED PART OF LOT 1; BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 1 OF BLOCK 4 WHICH IS SITUATED 170 FEET WESTERLY OF THE NORTHEAST CORNER OF SAID LOT 1; SAID NORTHEAST CORNER OF LOT 1 BEING SITUATED ON THE WESTERLY LINE OF NORTH FIRST STREET AS DEDICATED BY THE ABOVE REFERENCED PLAT; THENCE WESTERLY LONG THE NORTH LINE OF SAID LOT 1 OF BLOCK 4, A DISTANCE OF 8.07 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID LOT 1, A DISTANCE OF 120.75 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF LOT 1, WHICH IS ALONG THE NORTHERLY LINE OF HILLCREST DRIVE, A DISTANCE OF 20.0 FEET, MORE OR LESS, TO A POINT WHICH IS SITUATED 170 FEET WESTERLY FROM THE SOUTHEAST CORNER OF SAID LOT 1 AS MEASURED ALONG THE SOUTHERLY LINE OF LOT 1, SAID SOUTHEAST CORNER BEING A POINT ON THE WESTERLY LINE OF NORTH FIRST STREET AS DEDICATED BY THE ABOVE REFERENCED PLAT; THENCE NORTHERLY ON A STRAIGHT LINE TO THE PLACE OF BEGINNING; ALSO EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE ON AN ASSUMED BEARING OF NORTH 83 DEGREES 48 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 2.20 FEET; THENCE WESTERLY ALONG SAID SOUTH LINE, BEING A TANGENTIAL CURVE CONCAVE TO THE SOUTH, RADIUS 1672.14 FEET, A DISTANCE OF 27.80 FEET; THENCE NORTH 70 DEGREES 39 MINUTES 39 SECONDS EAST, 10.674 FEET; THENCE NORTHEASTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE NORTHWEST, RADIUS 29.0 FEET, A DISTANCE OF 24.51 FEET; THENCE NORTH 22 DEGREES 14 MINUTES 32 SECONDS EAST ALONG TANGENT, 18.20 FEET TO THE EAST LINE OF SAID LOT 1; THENCE SOUTH 6 DEGREES 12 MINUTES 00 SECONDS WEST ALONG SAID EAST LINE, 40.00 FEET TO THE POINT OF BEGINNING, ALL SITUATED IN THE CITY OF DEKALB, COUNTY OF DEKALB, STATE OF ILLINOIS.

PROPERTY ADDRESS: 1101 NORTH FIRST STREET,  
DEKALB, ILLINOIS  
PIN: 08-14-305-018  
CONTAINS 20,433 SQ FT



---LEGEND---  
 . Boundary of property surveyed  
 \* Indicates found survey marker  
 o Indicates set open end pipe  
 x-x Indicates fence line

STATE OF ILLINOIS }  
 COUNTY OF DEKALB }SS

THIS IS TO CERTIFY THAT THE ATTACHED PLAT IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY I HAVE MADE OF PROPERTY HEREON 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 OCTOBER 10TH, 2019, WITNESS MY HAND AND SEAL AT DEKALB, ILLINOIS THIS 11TH DAY OF JUNE, 2020.

FOR: HITESH CHAUDHARY LLC  
 JOB NO. WES 15022

*L. A. Doogs*  
 LESLIE AARON DOOGS  
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3833  
 LICENSE EXPIRATION DATE: NOVEMBER 30TH, 2020



JADE Surveyors, LLC  
 W.E. Hanna Surveyors  
 508 Pine Street  
 DeKalb, Illinois 60115  
 (815) 756-2189  
 Fax 748-2532  
 info@hannasurveyors.com  
 License # 184006622

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

**AMERICAN TITLE GUARANTY, INC.**

**TRUST / ESCROW**

2045 ABERDEEN CT., STE. B  
SYCAMORE, IL 60178

RESOURCE BANK, NA  
CORTLAND DEKALB GENOA  
HINCKLEY MALTA SYCAMORE

149953

70-1435/719

00030219A  
Closing Proceeds

—Sixty Nine Thousand Three Hundred Sixty Two and 00/100—

Dollars

DATE  
June 26, 2020

AMOUNT  
\$ \*\*\*\*\*69,362.00

VOID AFTER 180 DAYS

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



*Susan M Johnson* MP

THE BACK OF THIS DOCUMENT CONTAINS CHECKS AND OTHER INFORMATION  
VOID INK

Details on back  
Security Features Included