

AUTHORIZING THE SALE OF REAL PROPERTY LOCATED AT 715 N. 11TH STREET, DEKALB, ILLINOIS (PIN 08-23-203-013) FOR \$6,000.

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 located at 715 N. 11th Street and legally described in Exhibit A attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, a buyer has offered to purchase "Parcel One" of the Property at the price of \$4,000, subject to the approval of this Resolution and the execution of a Real Estate Purchase Agreement in the same or substantially similar form as that attached hereto and incorporated herein as Exhibit B (the "Gerken Agreement"); and

WHEREAS, a buyer has offered to purchase "Parcel Two" of the Property at the price of \$2,000, subject to the approval of this Resolution and the execution of a Real Estate Purchase Agreement in the same or substantially similar form as that attached hereto and incorporated herein as Exhibit C (the "Mehren 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 \$6,000, subject to the execution of the Real Estate Purchase Agreements in the same or substantially similar form as Exhibits B and C. The City's corporate authorities further approve the Gerken Agreement in the same or substantially similar form as Exhibit B and the Mehren Agreement in the same or substantially similar form as Exhibit C, and direct the Mayor to execute, and the City Clerk or Executive Assistant to attest, the Gerken Agreement, the Mehren Agreement, and all other documents which may be necessary to effectuate the 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.

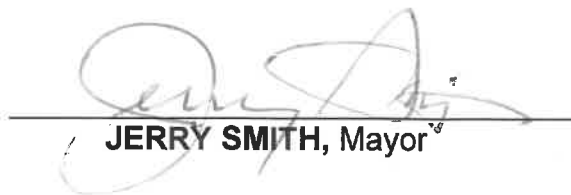
SECTION 4: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 22nd 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 of the Property)

PARCEL ONE:

LOT 6 IN BLOCK 2 IN TOWNSEND PLACE, AND ADDITION TO THE CITY OF DEKALB, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK "C" OF PLATS, PAGE 65 ON AUGUST 18, 1905, IN DEKALB COUNTY ILLINOIS; EXCEPTING THEREFROM THE WEST 50 FEET OF SAID LOT 6.

CONTAINS: 5,000 SQ FT

PARCEL TWO:

THE WEST 50 FEET OF LOT 6 IN BLOCK 2 IN TOWNSEND PLACE, AND ADDITION TO THE CITY OF DEKALB, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK "C" OF PLATS, PAGE 65 ON AUGUST 18, 1905, IN DEKALB COUNTY ILLINOIS.

CONTAINS: 2,500 SQ FT

Common Address: 715 N. 11th Street, DeKalb, IL 60115
PIN: 08-23-203-013

EXHIBIT B
(GERKEN REAL ESTATE PURCHASE AGREEMENT)

REAL ESTATE PURCHASE AGREEMENT

This Agreement (the "Agreement"), by and between Brian Gerken and Megan Gerken (the "Buyer") and the City of DeKalb (the "City" or "Seller"), an Illinois home rule municipal corporation, 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 715 N. Eleventh Street and legally described in Exhibit A attached hereto and incorporated (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 \$4,000.00 (Four Thousand Dollars and Zero Cents).

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

3. 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.

4. Evidence of title.

A. Buyer 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 such amount as desired by the Buyer.

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. City shall obtain a survey of the Property at its 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 7 days. The City shall have 7 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.

5. Closing. The Closing Date shall be June 26, 2020, or such earlier or later date as the Parties may agree in writing, subject to the applicable provisions of this Agreement.

6. 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.

7. 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.

8. 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.

9. 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 Survey
- (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 cost of the Owner's title insurance policy with extended coverage.
- (f) Any other closing costs charged to the Buyer that are not otherwise allocated pursuant to this Section.

10. Broker involvement. The Parties acknowledge that no broker is charging a commission or fees for this transaction pursuant to the Parties' respective agreements.

11. 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.

12. 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.

13. 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.

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

15. 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.

16. 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.

17. 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.

18. Time is of the essence. Time is of the essence for this Agreement.

19. 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.

20. 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.

21. 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.

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

23. 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.

24. 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)


Buyer Brian and Megan Gerken 1023 Lewis St. DeKalb, IL 60115 By: <u>[Signature]</u> Brian Gerken By: <u>[Signature]</u> Megan Gerken Date: <u>6-20-2020</u>	CITY City of DeKalb 164 E. Lincoln Hwy DeKalb, IL 60115 By: <u>[Signature]</u> Jerry Smith, Mayor Date: <u>6-20-2020</u> 
BUYER ATTEST _____	CITY ATTEST <u>[Signature]</u> Ruth A. Scott, Executive Asst.

EXHIBIT A
(Legal Description of the Property)

LOT 6 IN BLOCK 2 IN TOWNSEND PLACE, AND ADDITION TO THE CITY OF DEKALB, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK "C" OF PLATS, PAGE 65 ON AUGUST 18, 1905, IN DEKALB COUNTY ILLINOIS; EXCEPTING THEREFROM THE WEST 50 FEET OF SAID LOT 6.

CONTAINS: 5,000 SQ FT

Common Address: 715 N. 11th Street, DeKalb, IL 60115
PIN: 08-23-203-013



A. U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SETTLEMENT STATEMENT		B. TYPE OF LOAN: 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: 00030636 7. LOAN NUMBER: 8. MORTGAGE INS CASE NUMBER:	
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: Brian Gerken and Megan Gerken 1023 Lewis St DeKalb, IL 60115		E. NAME AND ADDRESS OF SELLER: City of DeKalb 164 E Lincoln Hwy DeKalb, IL 60115	
G. PROPERTY LOCATION: pt 715 N 11th St/pt L6 B2 Townsend Place DeKalb, IL 60115 De Kalb County, Illinois		H. SETTLEMENT AGENT: American Title Guaranty, Inc. PLACE OF SETTLEMENT 2045 Aberdeen Ct Ste B Sycamore, IL 60178	
I. SETTLEMENT DATE: June 26, 2020			

J. SUMMARY OF BORROWER'S TRANSACTION <table style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">100. GROSS AMOUNT DUE FROM BORROWER:</td> </tr> <tr> <td>101. Contract Sales Price</td> <td style="text-align: right;">4,000.00</td> </tr> <tr> <td>102. Personal Property</td> <td></td> </tr> <tr> <td>103. Settlement Charges to Borrower (Line 1400)</td> <td style="text-align: right;">580.00</td> </tr> <tr> <td>104.</td> <td></td> </tr> <tr> <td>105.</td> <td></td> </tr> <tr> <td colspan="2"><i>Adjustments For Items Paid By Seller in advance</i></td> </tr> <tr> <td>106. City/Town Taxes to</td> <td></td> </tr> <tr> <td>107. County Taxes to</td> <td></td> </tr> <tr> <td>108. Assessments to</td> <td></td> </tr> <tr> <td>109.</td> <td></td> </tr> <tr> <td>110.</td> <td></td> </tr> <tr> <td>111.</td> <td></td> </tr> <tr> <td>112.</td> <td></td> </tr> <tr> <td>120. GROSS AMOUNT DUE FROM BORROWER</td> <td style="text-align: right;">4,580.00</td> </tr> <tr> <td colspan="2">200. 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301. Gross Amount Due From Borrower (Line 120)	4,580.00																																																																																																																																																																				
302. Less Amount Paid By/For Borrower (Line 220)	(500.00)																																																																																																																																																																				
303. CASH (X FROM) (TO) BORROWER	4,080.00																																																																																																																																																																				
400. GROSS AMOUNT DUE TO SELLER:																																																																																																																																																																					
401. Contract Sales Price	4,000.00																																																																																																																																																																				
402. Personal Property																																																																																																																																																																					
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<i>Adjustments For Items Paid By Seller in advance</i>																																																																																																																																																																					
406. City/Town Taxes to																																																																																																																																																																					
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420. GROSS AMOUNT DUE TO SELLER	4,000.00																																																																																																																																																																				
500. REDUCTIONS IN AMOUNT DUE TO SELLER:																																																																																																																																																																					
501. Excess Deposit (See Instructions)																																																																																																																																																																					
502. Settlement Charges to Seller (Line 1400)	50.00																																																																																																																																																																				
503. Existing loan(s) taken subject to																																																																																																																																																																					
504. Payoff of first Mortgage																																																																																																																																																																					
505. Payoff of second Mortgage																																																																																																																																																																					
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520. TOTAL REDUCTION AMOUNT DUE SELLER	50.00																																																																																																																																																																				
600. CASH AT SETTLEMENT TO/FROM SELLER:																																																																																																																																																																					
601. Gross Amount Due To Seller (Line 420)	4,000.00																																																																																																																																																																				
602. Less Reductions Due Seller (Line 520)	(50.00)																																																																																																																																																																				
603. CASH (X TO) (FROM) SELLER	3,950.00																																																																																																																																																																				

L. SETTLEMENT CHARGES					PAID FROM BORROWERS FUNDS AT SETTLEMENT	PAID FROM SELLERS FUNDS AT SETTLEMENT
700. TOTAL COMMISSION Based on Price \$ @ %						
<i>Division of Commission (line 700) as Follows:</i>						
701. \$	to					
702. \$	to					
703. Commission Paid at Settlement						
704.	to					
800. ITEMS PAYABLE IN CONNECTION WITH LOAN						
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.						
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE						
901. Interest From	to	@ \$	/day (days %)			
902. Mortgage Insurance Premium for months to						
903. Hazard Insurance Premium for 1.0 years to						
904.						
905.						
1000. RESERVES DEPOSITED WITH LENDER						
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			
1100. TITLE CHARGES						
1101. Settlement or Closing Fee	to	American Title Guaranty, Inc.		200.00		
1102. Abstract or Title Search	to					
1103. Title Examination	to					
1104. Title Insurance Binder	to					
1105. Document Preparation	to					
1106. Notary Fees	to					
1107. Attorney's Fees	to					
(includes above item numbers:)						
1108. Title Insurance	to	American Title Guaranty		287.00		
(includes above item numbers:)						
1109. Lender's Coverage	\$					
1110. Owner's Coverage	\$	4,000.00	287.00			
1111. CPL Fees	to	American Title Guaranty, Inc.		25.00	50.00	
1112.						
1113.						
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES						
1201. Recording Fees: Deed \$ 65.00 ; Mortgage \$; Releases \$				65.00		
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.						
1300. ADDITIONAL SETTLEMENT CHARGES						
1301. Survey	to					
1302. Pest Inspection	to					
1303.						
1304.						
1305.						
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)				580.00	50.00	

Certified to be a true copy.

ACKNOWLEDGMENT OF RECEIPT OF SETTLEMENT STATEMENT

Borrower : Brian Gerken and Megan Gerken

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: pt 715 N 11th St/pt L6 B2 Townsend Place
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.



Brian Gerken



Megan Gerken

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.



Susan M. Johnson
American Title Guaranty, Inc.
Settlement Agent

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: 00030636

SELLER/TRANSFEROR'S NAME AND ADDRESS

City of DeKalb
164 E Lincoln Hwy
DeKalb, IL 60115

Transferor's Federal Tax ID Number:

1) Date of Closing: June 26, 2020	2) Gross Proceeds: 4000.00	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: pt 715 N 11th St/pt L6 B2 Townsend Plac				

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.


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
164 E Lincoln Hwy
DeKalb, IL 60115

File Number: 00030636 [Commitment Number]
Buyer(s)/Borrower(s): Brian Gerken, Megan Gerken
Property Address: pt 715 N 11th St/pt L6 B2 Townsend Place, DeKalb, IL 60115

DATE: 06/23/2020
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

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

RE: City of DeKalb and Brian Gerken & Megan Gerken
Seller Buyer

Property commonly known as: Pt. of Lt. 6, Blk 2, Townsend Place

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 2020 and thereafter.
B. Schedule B Special Exceptions 1-10, 13-14.
C. The mortgage made by the Buyer in this transaction.

5. Buyer will pay the \$ \$200.00 escrow fee for this service.

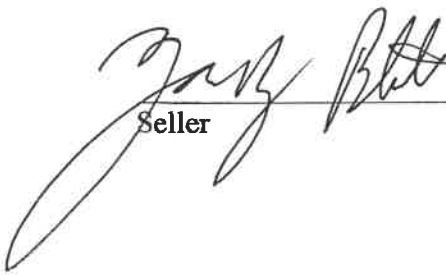



6. Seller agrees to reimburse American Title Guaranty, Inc. for any additional fees required by the existing lender to obtain the release of any current mortgage. The Seller and Buyer agree that all disbursements by American Title Guaranty, Inc., regardless of when made, are predicated upon receipt and collection of the Buyer's mortgage proceeds and any other amounts due from them in accordance with the lender's closing instructions and the attached Settlement Statement.

7. American Title Guaranty, Inc. shall be under no duty to invest or reinvest any cash held by it under this Agreement. American Title Guaranty, Inc. shall have the full right, power and authority to commingle all cash deposits or part thereof with its other Escrow deposits. All income derived from any use which American Title Guaranty, Inc. may make of these deposits shall belong to American Title Guaranty, Inc.

8. The parties, if requested by American Title Guaranty, Inc., will promptly cooperate and adjust for clerical errors on any documents executed as part of this transaction.

9. The Foreign Investment in Real Property Tax Act of 1980 as amended by the Tax Reform Act of 1984 places special requirements for tax reporting and withholding on the parties to a real estate transaction where the Seller is a foreign person. This includes non-resident aliens and non-domestic corporations, partnerships and estates. The parties are seeking an attorney's, accountants, or other tax specialist's opinion concerning the effect of this Act on this transaction. They are not acting on any statements made or omitted by American Title Guaranty, its employees, agents or representatives.

10. To ensure compliance with Public Act #87-1197, we, the Seller and Buyer, agree that if we, individually or through our agent(s), have failed to produce the documents which are to be recorded as a consequence of this transaction, American Title Guaranty, Inc., is hereby authorized to charge the maximum recording fee required pursuant to said public act. In the event that the actual recording fee for any document is less than said charge, American Title Guaranty, Inc. agrees to refund said excess funds to the contributing party at the time of recording said document(s).

 _____ Seller	 _____ Buyer
 _____ Seller	 _____ Buyer

FIDELITY NATIONAL TITLE INSURANCE COMPANY

STATEMENT REQUIRED FOR THE ISSUANCE OF ALTA OWNERS AND LOAN POLICIES

Commitment No. 30636 Loan No. _____ Date 6/26/2020

To the best knowledge and belief of the undersigned, the following is hereby certified with respect to the land described in the above commitment.

1. That, within the last six (6) months, no labor, service or materials have been furnished to improve the land, or to rehabilitate, repair, refurbish, or remodel the building(s) situated on the land, nor have any goods, chattels, machinery, apparatus or equipment been attached to the land or building(s) thereon, as fixtures, nor have any contracts been let for the furnishing of labor, service, materials, machinery, apparatus or equipment which are to be completed subsequent to the date hereof, except the following, if any:

2. That all management fees, if any, are fully paid.

3. That there are no unrecorded security agreements, leases, financing statements, chattel mortgages or conditional sales agreements in respect to any appliances, equipment or chattels that have or are to become attached to the land or any improvements thereon as fixtures, except the following, if any:

4. That there are no unrecorded contracts or options to purchase the land, except the following:

5. That there are no unrecorded leases to which the land or building, or portions thereof, are subject, except the following, if any:

6. That, in the event the undersigned is a mortgagor in a mortgage to be insured under a loan policy to be issued pursuant to the above commitment, the mortgage and the principal obligations it secures are good and valid and free from all defenses; that any person purchasing the mortgage and obligations it secures, or otherwise acquiring any interest therein, may do so in reliance upon the truth of the matters herein recited; and that this certification is made for the purpose of better enabling the holder or holders, from time to time, of the above 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.

7. That, in the event the undersigned is a purchaser or a mortgagor in a mortgage to be insured pursuant to the above commitment, no current survey or mortgagee's inspection report has been furnished to or is available to me/us. (Delete if not applicable.)

The undersigned makes the above statement for the purpose of inducing Fidelity National Title Insurance Company to issue its owners or loan policy pursuant to the above commitment.

Seller or Owner

Purchaser

(Seal)

(Seal)

(Seal)

(Seal)

LENDER'S DISBURSEMENT STATEMENT

The undersigned hereby certifies that the proceeds of the loan secured by the mortgage to be 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 _____ You are hereby authorized to date down the above commitment to cover the date of said disbursement.

Dated _____

Signature _____

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

70-1435/719

149961

00030636
Closing Proceeds

--Three Thousand Nine Hundred Fifty and 00/100----- Dollars

DATE
June 26, 2020

AMOUNT
\$ *****3,950.00

WZ390369-08-18

PAY
TO THE
ORDER
OF

City of DeKalb
164 E Lincoln Hwy
DeKalb, IL 60115

VOID AFTER 180 DAYS

RUB RED IMAGE
FADES WITH HEAT



THE BACK OF THIS DOCUMENT CONTAINS CHECK SECURITY WATERMARK AND COIN REACTIVE INK

EXHIBIT C
(MEHREN REAL ESTATE PURCHASE AGREEMENT)

REAL ESTATE PURCHASE AGREEMENT

This Agreement (the "Agreement"), by and between Elizabeth Mehren (the "Buyer") and the City of DeKalb (the "City" or "Seller"), an Illinois home rule municipal corporation, 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 715 N. Eleventh Street and legally described in Exhibit A attached hereto and incorporated (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 \$2,000.00 (Two Thousand Dollars and Zero Cents).

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

3. 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.

4. Evidence of title.

A. Buyer 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 such amount as desired by the Buyer.

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. City shall obtain a survey of the Property at its 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 7 days. The City shall have 7 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.

5. Closing. The Closing Date shall be June 26, 2020, or such earlier or later date as the Parties may agree in writing, subject to the applicable provisions of this Agreement.

6. 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.

7. 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.

8. 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.

9. 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 Survey
- (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 cost of the Owner's title insurance policy with extended coverage.
- (f) Any other closing costs charged to the Buyer that are not otherwise allocated pursuant to this Section.

10. Broker involvement. The Parties acknowledge that no broker is charging a commission or fees for this transaction pursuant to the Parties' respective agreements.

11. 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.

12. 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.

13. 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.

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

15. 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.

16. 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.

17. 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.

18. Time is of the essence. Time is of the essence for this Agreement.

19. 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.

20. 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.

21. 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.

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

23. 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.

24. 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.


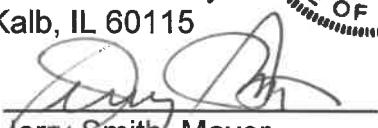

Buyer Elizabeth Mehren 1017 Lewis St. DeKalb, IL 60115 By:  Elizabeth Mehren Date: <u>6/26/2020</u>	CITY City of DeKalb 164 E. Lincoln Hwy DeKalb, IL 60115 By:  Jerry Smith, Mayor Date: <u>6-22-2020</u>
BUYER ATTEST _____	CITY ATTEST  Ruth A. Scott, Executive Asst.

EXHIBIT A
(Legal Description of the Property)

THE WEST 50 FEET OF LOT 6 IN BLOCK 2 IN TOWNSEND PLACE, AND ADDITION TO THE CITY OF DEKALB, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK "C" OF PLATS, PAGE 65 ON AUGUST 18, 1905, IN DEKALB COUNTY ILLINOIS.

CONTAINS: 2,500 SQ FT

Common Address: 715 N. 11th Street, DeKalb, IL 60115
PIN: 08-23-203-013

L. SETTLEMENT CHARGES											
700. TOTAL COMMISSION Based on Price \$ @ %										PAID FROM BORROWERS FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
Division of Commission (line 700) as Follows:											
701. \$ to											
702. \$ to											
703. Commission Paid at Settlement											
704. to											
800. ITEMS PAYABLE IN CONNECTION WITH LOAN											
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.											
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE											
901. Interest From to @ \$ /day (days %)											
902. Mortgage Insurance Premium for months to											
903. Hazard Insurance Premium for 1.0 years to											
904.											
905.											
1000. RESERVES DEPOSITED WITH LENDER											
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											
1100. TITLE CHARGES											
1101. Settlement or Closing Fee to American Title Guaranty, Inc.										200.00	
1102. Abstract or Title Search to											
1103. Title Examination to											
1104. Title Insurance Binder to											
1105. Document Preparation to											
1106. Notary Fees to											
1107. Attorney's Fees to											
(includes above item numbers:)											
1108. Title Insurance to American Title Guaranty										148.00	
(includes above item numbers:)											
1109. Lender's Coverage \$											
1110. Owner's Coverage \$ 2,000.00 148.00											
1111. CPL Fees to American Title Guaranty, Inc.										25.00	50.00
1112.											
1113.											
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES											
1201. Recording Fees: Deed \$ 65.00 ; Mortgage \$; Releases \$ 130.00										65.00	130.00
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.											
1300. ADDITIONAL SETTLEMENT CHARGES											
1301. Survey to W.E. Hanna Surveyors											525.00
1302. Pest Inspection to											
1303.											
1304.											
1305.											
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)										441.00	705.00

Certified to be a true copy.

ACKNOWLEDGMENT OF RECEIPT OF SETTLEMENT STATEMENT

Borrower : Elizabeth Mehren

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: pt 715 N 11th St/ W 50' L6 B2 Townsend Place
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.


Elizabeth Mehren

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

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: 00030635

SELLER/TRANSFEROR'S NAME AND ADDRESS

Transferor's Federal Tax ID Number:

City of DeKalb
164 E Lincoln Hwy
DeKalb, IL 60115

1) Date of Closing: June 26, 2020	2) Gross Proceeds: 2000.00	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: pt 715 N 11th St/ W 50' L6 B2 Townsend				

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.



First American Title™

Illinois Agent Issued Seller Closing Protection Letter

6/23/2020

City of DeKalb
164 E Lincoln Hwy
DeKalb, IL 60115
Phone:
Fax:

Transaction File Number (hereafter, "the Real Estate Transaction"): 00030635

Buyer/Borrower: Elizabeth Mehren
Property Address: PT 715 N 11TH ST/ W 50' L6 B2 TOWNSEND PLACE, 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: 07db633b-8a45-4b

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

Agency Support Center - 8605 Largo Lakes Dr., Suite 100, Largo, FL 33773, 1-866-701-3361



First American Title™

2. Fraud, dishonesty, or negligence of the title insurance agent in handling funds or documents in connection with closings to the extent that the fraud, dishonesty, or negligence relates to the status of the title to the interest in land or, in the case of a Seller/Lessor, to the extent that the fraud, dishonesty, or negligence relates to funds paid to the Seller/Lessor or on behalf of the Seller/Lessor.

Conditions and Exclusions:

1. The Company will not be liable for loss arising out of:
 - A. Failure of the title insurance agent to comply with your written closing instructions which require title insurance protection inconsistent with that set forth in the title insurance binder or commitment issued by the Company. Instructions which require the removal of specific exceptions to title or compliance with the requirements contained in the binder or commitment shall not be deemed to be inconsistent.
 - B. Loss or impairment of your funds in the course of collection or while on deposit with a bank due to bank failure, insolvency or suspension, except as shall result from failure of the title insurance agent to comply with your written closing instructions to deposit the funds in a bank which you designated by name.
 - C. Defects, liens, encumbrances, mechanics' and materialmen's liens, or other matters in connection with the Real Estate Transaction if it is a sale, lease or loan transaction except to the extent that protection against those defects, liens, encumbrances or other matters is afforded by a policy of title insurance not inconsistent with your closing instructions.
 - D. Fraud, dishonesty or negligence of your employee, agent, attorney, broker, buyer/borrower/lessee, borrower's lender or warehouse lender.
 - E. Your settlement or release of any claim without the written consent of the Company.
 - F. Any matters created, suffered, assumed or agreed to by you or known to you.
 - G. The title insurance agent of the Company acting as a Qualified Intermediary/Accommodator pursuant to IRC 1031, Like Kind Exchanges. However, the Company is liable for the acts or omissions of the title insurance agent pursuant to the coverage's afforded by this Closing Protection Letter if the title insurance agent fails to follow written instructions directing the disbursement of exchange funds to a third party Qualified Intermediary/Accommodator. The terms and conditions of this Closing Protection Letter extend only to the disbursement of exchange funds to a designated Qualified Intermediary/Accommodator disclosed in written instructions and not to the subsequent acquisition of the replacement property as defined in IRC 1031, Like Kind Exchanges.
2. When the Company shall have reimbursed you pursuant to this Closing Protection Letter it shall be subrogated to all rights and remedies which you would have had against any person or property had you not been so reimbursed. Liability of the Company for such reimbursement shall be reduced to the extent that you have knowingly and voluntarily impaired the value of this right of subrogation.

Validation Code: 07db633b-8a45-4b

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

Agency Support Center - 8605 Largo Lakes Dr., Suite 100, Largo, FL 33773, 1-866-701-3361



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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 tile insurance agent pursuant to this Closing Protection Letter; the lack of creditworthiness of any borrower connected with the Real Estate Transaction, or the failure of any collateral to adequately secure a loan connected with the Real Estate Transaction. However, this letter does not affect the Company's liability with respect to its title insurance binders, commitments or policies issued by the title insurance agent in connection with the Real Estate Transaction
4. You must promptly send written notice of a claim under this letter to the Company at its principal office, First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, CA 92707. The company is not liable for a loss if the written notice is not received within one year from the date of the closing. from the date of the closing.

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

First American Title Insurance Company

BY:

Phillip Sholar, SVP, Director of Underwriting

Validation Code: 07db633b-8a45-4b

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

Agency Support Center - 8605 Largo Lakes Dr., Suite 100, Largo, FL 33773, 1-866-701-3361

RE: City of DeKalb and Elizabeth Mehren
Seller Buyer

6. Seller agrees to reimburse American Title Guaranty, Inc. for any additional fees required by the existing lender to obtain the release of any current mortgage. The Seller and Buyer agree that all disbursements by American Title Guaranty, Inc., regardless of when made, are predicated upon receipt and collection of the Buyer's mortgage proceeds and any other amounts due from them in accordance with the lender's closing instructions and the attached Settlement Statement.

7. American Title Guaranty, Inc. shall be under no duty to invest or reinvest any cash held by it under this Agreement. American Title Guaranty, Inc. shall have the full right, power and authority to commingle all cash deposits or part thereof with its other Escrow deposits. All income derived from any use which American Title Guaranty, Inc. may make of these deposits shall belong to American Title Guaranty, Inc.

8. The parties, if requested by American Title Guaranty, Inc., will promptly cooperate and adjust for clerical errors on any documents executed as part of this transaction.

9. The Foreign Investment in Real Property Tax Act of 1980 as amended by the Tax Reform Act of 1984 places special requirements for tax reporting and withholding on the parties to a real estate transaction where the Seller is a foreign person. This includes non-resident aliens and non-domestic corporations, partnerships and estates. The parties are seeking an attorney's, accountants, or other tax specialist's opinion concerning the effect of this Act on this transaction. They are not acting on any statements made or omitted by American Title Guaranty, its employees, agents or representatives.

10. To ensure compliance with Public Act #87-1197, we, the Seller and Buyer, agree that if we, individually or through our agent(s), have failed to produce the documents which are to be recorded as a consequence of this transaction, American Title Guaranty, Inc., is hereby authorized to charge the maximum recording fee required pursuant to said public act. In the event that the actual recording fee for any document is less than said charge, American Title Guaranty, Inc. agrees to refund said excess funds to the contributing party at the time of recording said document(s).



Seller



Buyer

Seller

Buyer

**FIRST AMERICAN TITLE
ALTA (2006) LOAN AND EXTENDED COVERAGE STATEMENT (ILLINOIS FORM)**

Commitment # 30635Date: 6/26/2020

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

STATEMENT OF SELLER(S) AND PURCHASER(S)

The Seller(s) and Purchaser(s) certify:

- 1) No contracts for the furnishing of any labor or material to the land or the improvements thereon have been let that have not been fully performed and satisfied;
- 2) No labor or materials have been furnished within the previous six months that has not been paid in full;
- 3) No security agreements or leases in respect to any goods or chattels that have or will become attached to the land or any improvements thereon as fixtures, have been given or are outstanding that have not been fully performed and satisfied;
- 4) There are no unrecorded leases to which the land may be subject are for more than a three-year term or contain an option to purchase, right of renewal, right of first refusal or other unusual provisions;
- 5) There are no unrecorded contracts, deed, mortgage, lines of credit, leases or options affecting the subject property;
- 6) No special assessments affect the land and no notice has been received of any proposed special assessments or common expense assessments;
- 7) No homeowners association affects the land;
- 8) The only occupants of the subject property are the Sellers or Purchasers;
- 9) No proceedings in bankruptcy or receivership or other action in any state or federal court affecting the property are pending.

The above certifications are true except for: _____

STATEMENT OF MORTGAGOR(S)

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

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

70-1435/719

149958

00030635
Closing Proceeds

—One Thousand Two Hundred Ninety Five and 00/100 ————— Dollars

DATE
June 26, 2020

AMOUNT
\$ *****1,295.00

VOID AFTER 180 DAYS

PAY
TO THE
ORDER
OF

City of DeKalb
164 E Lincoln Hwy
DeKalb, IL 60115

RUB RED IMAGE
FADDES WITH HEAT

Susan M Johnson MP

Details on back
Security Features Included

THE BACK OF THIS DOCUMENT CONTAINS CHECK SECURITY WATERMARK AND COIN REACTIVE INK

91-07-00030635

PLAT AND CERTIFICATE OF SURVEY

PARCEL ONE:

LOT 6 IN BLOCK 2 IN TOWNSEND PLACE, AND ADDITION TO THE CITY OF DEKALB, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK "C" OF PLATS, PAGE 65 ON AUGUST 18, 1905, IN DEKALB COUNTY, ILLINOIS; EXCEPTING THEREFROM THE WEST 50 FEET OF SAID LOT 6.

CONTAINS: 5,000 SQ FT

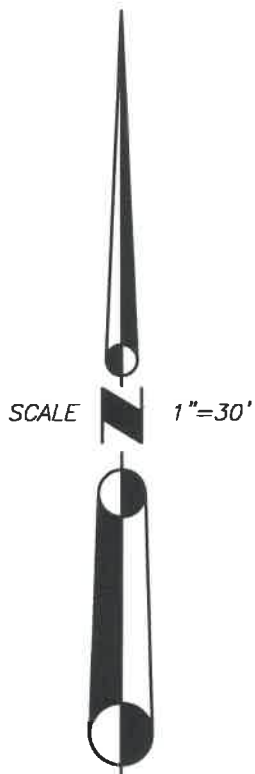
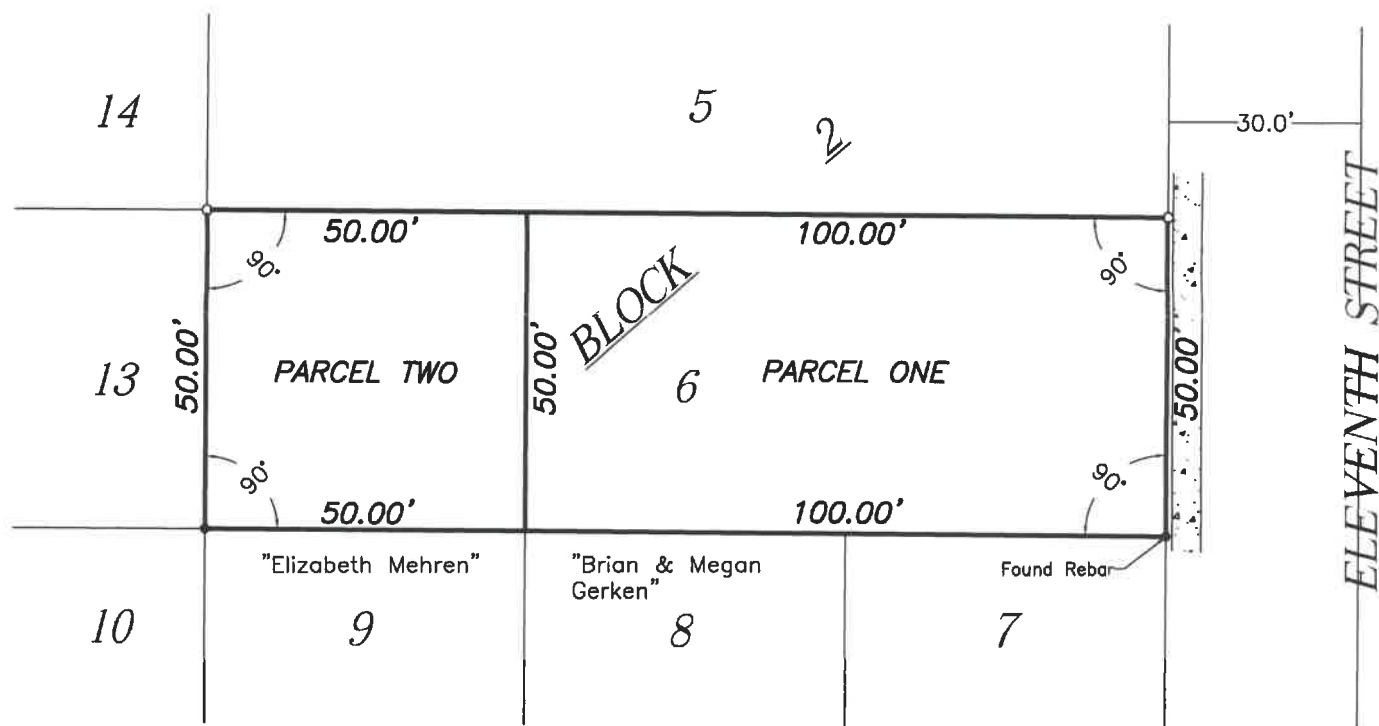
PARCEL TWO:

THE WEST 50 FEET OF LOT 6 IN BLOCK 2 IN TOWNSEND PLACE, AND ADDITION TO THE CITY OF DEKALB, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK "C" OF PLATS, PAGE 65 ON AUGUST 18, 1905, IN DEKALB COUNTY, ILLINOIS.

CONTAINS 2,500 SQ FT

ADDRESS: 715 N. 11th STREET, DEKALB, ILLINOIS 60115

P.I.N. 08-23-203-013



==LEGEND==

- Boundary of property surveyed
- Found iron pipe
- Set iron pipe

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 MAY 30TH, 2020, WITNESS MY HAND AND SEAL AT DEKALB, ILLINOIS THIS 3RD DAY OF JUNE, 2020.

L. A. Doogs

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



FOR: CITY OF DEKALB
JOB NO. 15269

JADE Surveyors LLC
W. E. Hanna Surveyors
155 N 3rd Street
Dekalb, IL 60115
(815) 756-2189
FAX 748-2532
Info@Hannasurveyors.com
License No. 184006622