

**APPROVING AN AGREEMENT FOR A DEED IN LIEU OF FORECLOSURE (807
OAK STREET, DEKALB, ILLINOIS).**

WHEREAS, the City of DeKalb (the "City") is a home rule unit of local government and 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, City staff negotiated an agreement for a deed for the property located at 807 Oak St., DeKalb, IL 60115 (the "Property"), in lieu of foreclosing on the City's demolition lien recorded against the Property in the form attached and incorporated as Exhibit A (the "Agreement"); and

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

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

SECTION 1: The recitals to this resolution are true, correct, adopted, and incorporated as Section One to this resolution.

SECTION 2: The City's corporate authorities approve the Agreement in the same or substantially similar form as the attached and incorporated Exhibit A, subject to such changes that the City Manager and City Attorney may deem to be in the City's best interests. The City's corporate authorities further approve, authorize, and direct the City Manager to execute the Agreement, and for the City Manager and City Attorney to perform such acts as may be necessary to effectuate the Agreement.

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 resolution 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 City's corporate authorities that to the extent this resolution is inconsistent with any non-preemptive state law, 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 27th day of March 2023 and approved by me as Mayor on the same day. Passed by a roll call vote as follows:

5-0-3	Aye	Nay
Morris	Absent	
Larson	X	
Smith	Absent	
Perkins	X	
McAdams	Absent	
Verbic	X	
Faivre	X	
Barnes	X	



Cohen Barnes
COHEN BARNES, Mayor

ATTEST
Ruth A. Scott
Ruth A. Scott, Executive Assistant

AGREEMENT FOR DEED IN LIEU OF FORECLOSURE
(807 Oak St., DeKalb, IL 60115)

This Agreement is entered into on March 27, 2023 (“Effective Date”), by and between the City of DeKalb (the “City”), an Illinois municipal corporation, and John F. Gunther, Sandra B. Gunther, Kenneth J. Gunther, and Nicole E. Bledsoe (collectively, the “Owners”). City and Owners are collectively referred to as the “Parties”.

RECITALS

WHEREAS, Owners are the heirs at law of Jeffrey S. Gunther, decedent, as attested in the Affidavit of Heirship attached and incorporated as Exhibit A, and hold fee simple title to the real property commonly known as 807 Oak St., DeKalb, IL 60115 and as legally described in the attached and incorporated Exhibit B (the “Property”); and

WHEREAS, the City holds a demolition lien recorded against the Property in the DeKalb County Recorder’s Office as Document Number 2023001760 attached and incorporated as Exhibit C (the “Lien”), which memorializes Owners’ indebtedness to the City totaling \$17,748.18; and

WHEREAS, the City intended to foreclose on the Lien, but to avoid the time and expense of a foreclosure suit, minimize further financial losses to the Parties, and expedite the orderly transfer of ownership of the Property from Owners to the City, the Parties agree to a donation of the Property to the City in lieu of foreclosure, subject to the terms and conditions set forth in this Agreement; and

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. *Recitals*. The recitals are true, correct, material, adopted, and incorporated by reference as Section 1 to this Agreement.

2. *Conveyance of Property*. City shall accept and record a Quit Claim Deed In Lieu of Foreclosure from Owners (the “Deed”), in the same or substantially similar form as the attached and incorporated Exhibit D, conveying the Property to City, subject to the following conditions precedent:

a. All liens and encumbrances against the Property, except the Lien and any outstanding property taxes, have been released or otherwise extinguished; and

b. The Deed shall be in lieu of foreclosure of the Lien;

c. The Parties shall satisfy or obtain waivers of all local requirements reasonably required to effectuate the transfer of the Property to City; and

d. The City's corporate authorities shall approve this Agreement in the manner provided by law.

3. *Owners' Acknowledgment and Representation.* Owners acknowledge that they took all desired steps to identify the Property's current fair market value. Owners understand that the Property's fair market value may exceed the Lien's value. Nevertheless, Owners believe and represent that the deed in lieu of foreclosure conveyance in this Agreement is a reasonable, intended, and voluntary act.

4. *Time is of the Essence; Closing.* Closing shall take place at a time and location agreed to in writing by the Parties in DeKalb County, Illinois. This Agreement shall become null and void and of no further force or effect in the event that the obligations of the Parties are not fully met and the conveyance closed within ninety (90) calendar days of the Effective Date. City shall be responsible for all Closing costs including, but not limited to, Owners' reasonable attorney's fees.

5. *Counterparts.* The Parties agree that this Agreement may be executed in multiple counterparts, which may be signed and delivered separately.

6. *Successors and Assigns.* This Agreement shall be binding on the heirs, administrators, executors, and assigns of the Parties.

7. *Rights of Inspection; Inspection Period.* City and its officers, employees, attorneys, agents, and contractors shall have full and continuing access to the Property, upon reasonable notice to Owners. City and its agents shall also have the right to enter upon the Property at any time related to this transaction including, but not limited to, inspecting, surveying, engineering, testing of mechanical systems, performance of environmental tests, demolition or remediation of immediate and continuing hazards, and such other work as City shall consider appropriate (the "Inspections"). City shall have the right to make such inquiries of governmental agencies and utility companies, and to make such feasibility studies and analyses as it considers appropriate. City shall hold Owners harmless and fully defend and indemnify Owners against any damage, claim, liability or cause of action arising from or caused by the Inspections and the actions or omissions of City, its agents, or representatives upon the Property. Owners shall cooperate with City with respect to the Inspections including, but not limited to, the execution of any documents reasonably necessary for such Inspections. City shall be responsible for all costs and expenses relating to the Inspections; provided, however, that such costs and expenses may be included in the Lien.


8. *Remedies.* If either Party defaults in the performance of this Agreement, the non-defaulting Party's sole and exclusive remedy shall be specific performance. If Owners are the prevailing party in any action for specific performance of this Agreement, then Owners shall be entitled to an award of attorney's fees and costs from the City.

9. *Venue and Choice of Law.* This Agreement shall be construed under the laws of the State of Illinois. The sole venue for an action to enforce this Agreement shall be in the Circuit Court of DeKalb County, Illinois.

10. *Attorney Review.* The Parties' execution of this Agreement shall constitute acknowledgement by the Parties that they had the opportunity to retain and consult with legal counsel regarding the Agreement. Further, the terms of the Agreement are not to be construed against any Party because that Party drafted the Agreement or construed in favor of any Party because that Party failed to understand the legal effect of the provisions of the Agreement.

IN WITNESS WHEREOF, the Parties sign this Agreement as of the Effective Date.

CITY



Bill Nicklas, City Manager

OWNERS

John F. Gunther, Father

Sandra B. Gunther, Mother

Kenneth J. Gunther, Brother

Nicole E. Bledsoe, Sister

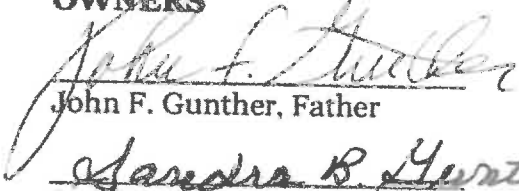
legal counsel regarding the Agreement. Further, the terms of the Agreement are not to be construed against any Party because that Party drafted the Agreement or construed in favor of any Party because that Party failed to understand the legal effect of the provisions of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals as of the Effective Date.

CITY

Bill Nicklas, City Manager


OWNERS



John F. Gunther, Father



Sandra B. Gunther, Mother



Kenneth J. Gunther, Brother



Nicole E. Bledsoe, Sister

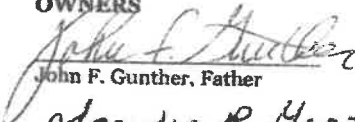
legal counsel regarding the Agreement. Further, the terms of the Agreement are not to be construed against any Party because that Party drafted the Agreement or construed in favor of any Party because that Party failed to understand the legal effect of the provisions of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals as of the Effective Date.


CITY

Bill Nicklas, City Manager

OWNERS



John F. Gunther, Father



Sandra B. Gunther, Mother



Kenneth J. Gunther, Brother

Nicole E. Bledsoe, Sister

EXHIBIT A TO AGREEMENT FOR DEED IN LIEU OF FORECLOSURE
(807 Oak St., DeKalb, IL 60115)

AFFIDAVIT OF HEIRSHIP

**IN THE CIRCUIT COURT FOR THE TWENTY-THIRD JUDICIAL CIRCUIT
DEKALB COUNTY, ILLINOIS**

IN THE MATTER OF THE ESTATE OF)	
)	
JEFFREY S. GUNTHER,)	NO CASE ON FILE
)	
DECEASED.)	

AFFIDAVIT OF HEIRSHIP

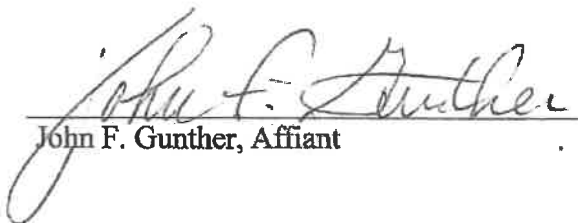
The undersigned, John F. Gunther, on oath states as follows:

1. I am the father of the decedent, Jeffery S. Gunther. I am of legal age and legally competent. I reside at 1018 Glidden Ave. DeKalb, IL 60115.
2. The decedent died at DeKalb, Illinois, on October 29, 2022, at the age of 60 years.
3. The decedent was never married.
4. No children were born to or adopted by the decedent.
6. The decedent's parents are alive, namely, his mother, Sandra B. Gunther and me. Additionally, the decedent is survived by his two adult siblings that were born to his mother and me, namely, Kenneth J. Gunther, his brother and Nicole E. Bledsoe, his sister. No other children were born to or adopted by his mother and me.

Based on the foregoing, the Decedent left surviving as his only heirs, who are of legal age and not under any disability, the following:

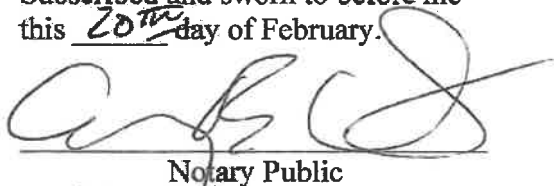
John F. Gunther, his father;
Sandra B. Gunther, his mother;
Kenneth J. Gunther, his brother; and
Nicole E. Bledsoe, his sister.

FURTHER AFFIANT SAYETH NOT.


John F. Gunther, Affiant

STATE OF ILLINOIS)
) ss.
COUNTY OF DEKALB)

Subscribed and sworn to before me
this 20th day of February.


Notary Public



Prepared by:
GARY E. LOTHSON
Attorney at Law
Atty. Reg. No. 6193083
203 Grove Street
DeKalb, IL 60115
(815) 756-1436
(815) 756-4958 (FAX)
glothsonlaw@frontier.com

EXHIBIT B TO AGREEMENT FOR DEED IN LIEU OF FORECLOSURE
(807 Oak St., DeKalb, IL 60115)

LEGAL DESCRIPTION OF THE PROPERTY

The Property is legally described as follows:

The East 35 feet of the South 21 feet of Lot 6 and the East 35 feet of Lots 7 and 8; all in Block 13 of Gilson's Addition to the Original Village (now City) of DeKalb, (which can be found in Assessor's Plat Book at page 80); said plat book is not recorded but can be found at the County Court House), in DeKalb County, Illinois.

PIN: 08-23-257-008

Common Address: 807 Oak Street, DeKalb, IL 60115

EXHIBIT C TO AGREEMENT FOR DEED IN LIEU OF FORECLOSURE
(807 Oak St., DeKalb, IL 60115)

DEMOLITION LIEN



2023001760

NOTICE OF DEMOLITION LIEN

NOTICE IS HEREBY GIVEN that the City of DeKalb ("Claimant"), a municipal corporation of the State of Illinois, by and through Bill Nicklas, as City Manager of the City of DeKalb and on behalf Claimant, claims a lien upon the property herein below described as follows:

TASHA SIMS
RECORDER - DEKALB COUNTY, IL

RECORDED: 3/16/2023 10:54 AM
REC FEE: 55.00
PAGES: 2

THE EAST 35 FEET OF THE SOUTH 21 FEET OF LOT 6 AND THE EAST 35 FEET OF LOTS 7 AND 8; ALL IN BLOCK 13 OF GILSON'S ADDITION TO THE ORIGINAL VILLAGE (NOW CITY) OF DEKALB, (WHICH CAN BE FOUND IN ASSESSOR'S PLAT BOOK AT PAGE 80); SAID PLAT BOOK IS NOT RECORDED BUT CAN BE FOUND AT THE COUNTY COURTHOUSE) IN DEKALB COUNTY, ILLINOIS

COMMONLY KNOWN AS: 807 Oak Street
DeKalb, Illinois 60115

PERMANENT INDEX NO.: 08-23-257-008

OWNER ("Respondent"): Jeffrey Gunther
807 Oak Street
DeKalb, IL 60115

Pursuant to 65 ILCS 5/11-31-1(e), Claimant incurred costs on the said above-described real property (the "Property") for the purpose of demolition, removal of hazardous substances, and related enforcement, and states as follows:

1. Claimant claims a lien on the Property and against Respondent and all other persons interested in the Property for the total sum of \$17,748.18, now due and unpaid, pursuant to 65 ILCS 5/11-31-1(e), for the demolition of a building, the removal of hazardous substances or materials, and other costs related to the enforcement of 65 ILCS 5/11-31-1(e).
2. That on or around January 12, 2023, Claimant's Chief Building Official determined that the residential building, which was less than three (3) stories in height, on the Property (the "Building"), was open and vacant and constituted an immediate and continuing hazard to the community.
3. That on or around January 12, 2023, pursuant to 65 ILCS 5/11-31-1(e), Claimant posted the required sign on the Building, sent the required notice by certified mail with return receipt requested to the owners of record of the Property, published the required notice in the Daily Chronicle for three (3) consecutive days, and recorded the notice to remediate with the

DeKalb County Recorder's Office.

4. That on March 9, 2023, Claimant incurred costs and expenses for the demolition of the Building in the amount of \$16,683.00. Prior to said demolition, Claimant incurred costs and expenses for asbestos testing in the total amount of \$550.00. The total amount Claimant claims a lien upon the Property is as follows:

Dates	Expenses Incurred	Amount
3/9/23	Demolition/Testing	\$ 17,233.00
1/13/23	Postage	\$ 15.64
1/17/23	Publication Fee	\$ 320.54
12/22/22	Title Search Fee	\$ 100.00
1/17/23	Recording Costs	\$ 79.00
TOTAL		\$17,748.18

DATED: 3/16/2023

CITY OF DEKALB
BY: 
Bill Nicklas
City Manager

AFFIDAVIT

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true.


Bill Nicklas
City Manager

SUBSCRIBED and SWORN to before me
this 16th day of March, 2023.


Notary Public

Prepared by/Return to:
City of DeKalb
Attention: City Manager/Legal
164 E. Lincoln Highway
DeKalb, IL 60115
(815) 748-2093



**IN THE OFFICE OF THE
RECORDER OF DEEDS
DEKALB COUNTY, ILLINOIS**



2023000416

Prepared by and after recording
Return to:

Matthew D. Rose
Donahue & Rose, P.C.
9501 W. Devon Ave., Ste. 702
Rosemont, Illinois 60018

**TASHA SIMS
RECORDER - DEKALB COUNTY, IL
RECORDED: 1/17/2023 02:21 PM
REC FEE: 75.00**

PAGES: 2

NOTICE TO REMEDIATE

NOTICE IS HEREBY GIVEN to all owners, interested parties, and lienholders of record (listed on Exhibit A attached hereto and incorporated herein) of the property commonly known as 807 Oak Street, DeKalb, Illinois, 60115 and legally described below (the "Subject Property") that, pursuant to 65 ILCS 5/11-31-1(e), the City of DeKalb's Chief Building Official has determined that the building located on the Subject Property is open, vacant, and an immediate and continuing hazard to the community. The Subject Property is legally described as follows:

The East 35 feet of the South 21 feet of Lot 6 and the East 35 feet of Lots 7 and 8; all in Block 13 of Gilson's Addition to the Original Village (now City) of DeKalb, (which can be found in Assessor's Plat Book at page 80); said plat book is not recorded but can be found at the County Court House), in DeKalb County, Illinois.

PIN: 08-23-257-008

Common Address: 807 Oak Street, DeKalb, IL 60115

NOTICE IS FURTHER GIVEN that if the owner or owners of the Subject Property, or the lienholders of record of the Subject Property, do not take action to demolish the building and remove the debris so that the immediate and continuing hazard to the community is remediated and no longer exists, the City of DeKalb may enter the Subject Property, demolish said building, and remove all debris from the Subject Property.

NOTICE IS FURTHER GIVEN that it is the intent of the City of DeKalb to demolish the building on the Subject Property and remediate the hazard to the community if the owner or owners of the Subject Property, or the lienholders of record of the Subject Property, do not take action to demolish the building on the Subject Property and remove the debris so as to remediate the hazard to the community within thirty (30) days of the mailing of this Notice to Remediate.

Dated: January 13, 2023

CITY OF DEKALB

BY:

Bill Nicklas
City Manager

EXHIBIT A
LIST OF OWNERS AND LIENHOLDERS OF RECORD

Owners/Interested Parties:

Jeffrey S. Gunther
807 Oak St.
DeKalb, IL 60115

Attorney for the Heirs of the Estate of Jeffrey S. Gunther
Gary E. Lothson
203 Grove St.
807 Oak St.
DeKalb, IL 60115

Lienholders:

N/A

Unofficial

EXHIBIT D TO AGREEMENT FOR DEED IN LIEU OF FORECLOSURE
(807 Oak St., DeKalb, IL 60115)

DEED

**QUIT CLAIM DEED
IN LIEU OF FORECLOSURE**

Prepared by ~
MAIL TO:

City of DeKalb
164 E. Lincoln Hwy.
DeKalb, IL 60115

SEND FUTURE TAX BILLS TO:

Grantees Address:

City of DeKalb
164 E. Lincoln Hwy.
DeKalb, IL 60115



2023002783

TASHA SIMS

RECORDER - DEKALB COUNTY, IL

RECORDED: 4/26/2023 09:56 AM
REC FEE: 76.00 RHSPS FEE: 9.00
PAGES: 4

Above space for Recorder's Use

THE GRANTOR, John F. Gunther, Sandra B. Gunther, Kenneth J. Gunther, and Nicole E. Bledsoe, as the heirs at law of Jeffrey S. Gunther, decedent, as attested in the Affidavit of Heirship attached and incorporated as Exhibit A to this deed, in consideration of the full satisfaction and release of, and in lieu of any foreclosure action taken with respect to, all liens held by GRANTEE relating to the real property conveyed by this deed, CONVEYS and QUIT CLAIMS to GRANTEE, City of DeKalb, an Illinois municipal corporation, all interest in the following described real estate:

The East 35 feet of the South 21 feet of Lot 6 and the East 35 feet of Lots 7 and 8; all in Block 13 of Gilson's Addition to the Original Village (now City) of DeKalb, (which can be found in Assessor's Plat Book at page 80); said plat book is not recorded but can be found at the County Court House), in DeKalb County, Illinois.

PIN: 08-23-257-008

Common Address: 807 Oak Street, DeKalb, IL 60115

SUBJECT TO: all public utility easements, public service facilities, City water and sewer facilities, and any other easements or property rights or interests burdening the property, and releasing and waiving all rights under the Homestead Exemption Laws of the State of Illinois.

This deed is exempt from transfer taxes pursuant to 35 ILCS 200/31-45(b).

DATED the 24th day of APRIL, 2023.

John F. Gunther

Sandra B. Gunther

Kenneth J. Gunther

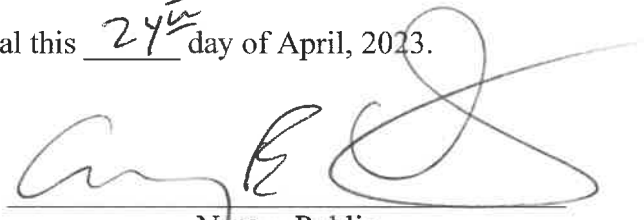
Nicole E. Bledsoe

ATC-HC-2023DK-60041

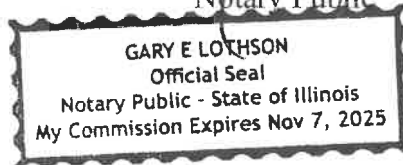
STATE OF ILLINOIS)
) ss.
COUNTY OF DEKALB)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY THAT **JOHN F. GUNTHER, SANDRA B. GUNTHER, and NICOLE E.
BLEDSON**, personally known to me to be the same persons whose names are subscribed to the
foregoing instrument, appeared before me this day in person and acknowledged that they signed,
sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes
therein set forth.

Given under my hand and notarial seal this 24th day of April, 2023.



Notary Public

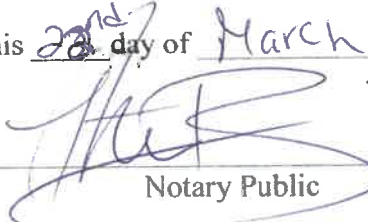


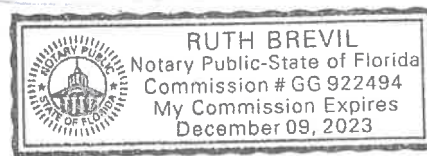

Kenneth J. Gunther (seal)

STATE OF FLORIDA)
) ss.
COUNTY OF Monroe)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY THAT **Kenneth J. Gunther**, known to me to be the same person whose
name is subscribed to the foregoing instrument, appeared before me this day in person and
acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary
act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 28th day of March, 2023.


Notary Public



TASHA SIMS
DEKALB COUNTY RECORDER
PLAT ACT AFFIDAVIT

State of Illinois

} ss

County of DeKalb

JOHN GUNTHER, being duly sworn on oath, states that ___he resides at
1018 GLIDDEN AVE. DEKALB, IL 60115.

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

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

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

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

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

John Gunther
Signature of Affiant

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 24th DAY OF April, 2023

[Signature]
Signature of Notary Public



EXHIBIT A TO QUIT CLAIM DEED IN LIEU OF FORECLOSURE
(807 Oak St., DeKalb, IL 60115)

AFFIDAVIT OF HEIRSHIP

**IN THE CIRCUIT COURT FOR THE TWENTY-THIRD JUDICIAL CIRCUIT
DEKALB COUNTY, ILLINOIS**

IN THE MATTER OF THE ESTATE OF)	
)	
JEFFREY S. GUNTHER,)	NO CASE ON FILE
)	
DECEASED.)	

AFFIDAVIT OF HEIRSHIP

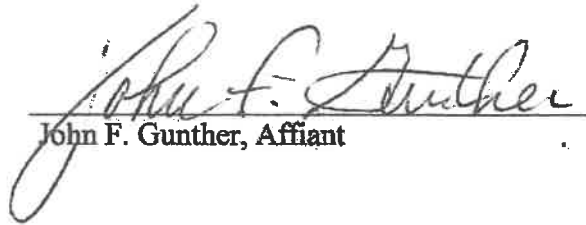
The undersigned, John F. Gunther, on oath states as follows:

1. I am the father of the decedent, Jeffery S. Gunther. I am of legal age and legally competent. I reside at 1018 Glidden Ave. DeKalb, IL 60115.
2. The decedent died at DeKalb, Illinois, on October 29, 2022, at the age of 60 years.
3. The decedent was never married.
4. No children were born to or adopted by the decedent.
6. The decedent's parents are alive, namely, his mother, Sandra B. Gunther and me. Additionally, the decedent is survived by his two adult siblings that were born to his mother and me, namely, Kenneth J. Gunther, his brother and Nicole E. Bledsoe, his sister. No other children were born to or adopted by his mother and me.

Based on the foregoing, the Decedent left surviving as his only heirs, who are of legal age and not under any disability, the following:

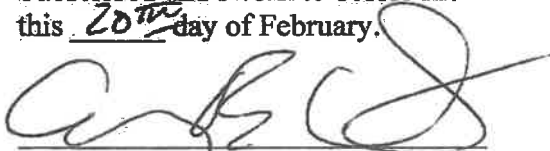
John F. Gunther, his father;
Sandra B. Gunther, his mother;
Kenneth J. Gunther, his brother; and
Nicole E. Bledsoe, his sister.

FURTHER AFFIANT SAYETH NOT.


John F. Gunther, Affiant

STATE OF ILLINOIS)
) ss.
COUNTY OF DEKALB)

Subscribed and sworn to before me
this 20th day of February.


Notary Public



Prepared by:
GARY E. LOTHSON
Attorney at Law
Atty. Reg. No. 6193083
203 Grove Street
DeKalb, IL 60115
(815) 756-1436
(815) 756-4958 (FAX)
glothsonlaw@frontier.com

File No./Escrow No.: ATC-HC-2023DK-
Officer/Escrow Officer: Dana Gammeri

American Title
2045 Aberdeen Court, Suite B
Sycamore, IL 60178
(815) 756-3611



AMERICAN TITLE GUARANTY, INC.
A WHEATLAND TITLE COMPANY

Property Address: 807 OAK STREET
DEKALB, IL 60115 (DEKALB)
(08-23-257-008)

Borrower:	CITY OF DEKALB 807 Oak Street Dekalb, IL 60115
-----------	--

Seller: JEFFREY GUNTHER
807 Oak Street
Dekalb, IL 60115

Lender:

Settlement Date: 4/24/2023

Disbursement Date:

Seller		Description	Borrower	
Debit	Credit		Debit	Credit
		Title Charges		
		Owner's title insurance to American Title	\$550.00	
		Closing Protection Letter - Buyer to American Title \$25.00	\$25.00	
		IL - State of IL Policy Fee to American Title \$3.00	\$3.00	
		Commitment Update Fee to American Title \$150.00	\$150.00	
		Policy Update Fee to American Title \$150.00	\$150.00	
		Closing Protection Letter - Seller to American Title \$50.00	\$50.00	
		Settlement Closing Fee - Cash Deal to American Title \$600.00	\$600.00	
		Additional Risk Premium to American Title \$200.00	\$200.00	
		Government Recording and Transfer Charges		
		Recording fees: Deed \$85.00	\$65.00	
		Release \$85.00	\$65.00	
		Additional Settlement Charges		
		Attorney Fees (Seller) to Gary E. Lohson Attorney at Law \$1,000.00	\$1,000.00	
Seller			Borrower	
Debit	Credit		Debit	Credit
\$0.00	\$0.00	Subtotals	\$2,858.00	\$0.00
		Due From Borrower		\$2,858.00
\$0.00		Due To Seller		
\$0.00	\$0.00	Totals	\$2,858.00	\$2,858.00

Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize American Title to cause the funds to be disbursed in accordance with this statement.

BORROWER(S)

Mark E. Hise, City Attorney
CITY OF DEKALB

SELLER(S)

JEFFREY GUNTHER Deceased

SETTLEMENT COORDINATOR

Dana L. Gammeri
Dana Gammeri

ALTA (2006) LOAN AND EXTENDED COVERAGE STATEMENT (ILLINOIS FORM)

Date: 4-24-2023

Commitment No.: ATC-HC-2023DK-60041

With respect to the land described in the above Commitment the Signatories herein, make the following statements to induce Fidelity National 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 or rental fees for construction equipment to the land or the improvements thereon have been let that have not been fully performed and satisfied;
- 2) No labor or materials or rental fees for construction equipment 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 to that 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, deeds, mortgages, 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 Seller(s) or Purchaser(s);
- 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 Purchaser(s) 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):

Jeffrey Gunther

Corporations

Individuals/Beneficiaries of Trust or Purchaser(s):

City of DeKalb

Corporations

IN WITNESS WHEREOF,

has caused these presents to be signed by its President and attested to by its Secretary under its corporate seal on the above date:

President

Secretary

IN WITNESS WHEREOF, City of DeKalb

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

President

Secretary

LENDER'S DISBURSEMENT STATEMENT

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

LENDER:

Dated: _____

Signature: _____

File No.: ATC-HC-2023DK-60041
Date: April 24, 2023
Address: 807 Oak Street, Dekalb, IL 60115

RECEIPT AND DISBURSEMENT AUTHORIZATION

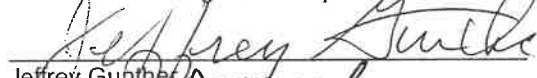
The undersigned authorize American Title to accept the receipts and to make the disbursements pursuant to and in compliance with the Settlement Statement. The undersigned acknowledge that American Title does not represent the parties in any capacity as legal counsel.

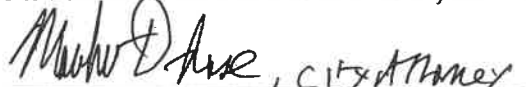
TAX PRORATION AUTHORIZATION AND RELEASE

The undersigned hereby acknowledge that the tax prorations shown on the Settlement Statement were based on the most recent bill available at the time of closing, or other amount agreed upon by the Seller and Purchaser. The seller(s) acknowledge that they are responsible for all taxes prior to the date of closing. The purchaser(s) acknowledge that they are responsible for all taxes from and after the date of closing. The purchaser(s) understand their responsibility to pay the current year's taxes in full when they become due. It is hereby agreed between the undersigned parties that if the actual taxes for the current year differ from the amount used as the basis for the prorations, **THERE WILL BE NO ADJUSTMENTS**, unless agreed to between the Seller(s) and the Purchaser(s). The undersigned hereby agree to hold American Title harmless for said difference and from all liability and claims for damages resulting from the proration of taxes in this transaction. American Title is not obligated to review the assessor's records for exemptions, assessment freezes, changes in assessed valuations, tax rates or other related matters.

SEWER AND WATER BILLS

The undersigned hereby represent to American Title that all sewer bills due to the City (Village) of Dekalb and all water bills are paid to date. The undersigned hereby agree to hold American Title harmless for any liens that may attach after closing due to unpaid sewer or water bills.


Jeffrey Gunther, deceased


Mark D. Auer, City Attorney
City of DeKalb



PTAX-203

Illinois Real Estate Transfer Declaration

Please read the instructions before completing this form.

This form can be completed electronically at tax.illinois.gov/retd.

Step 1: Identify the property and sale information.

- 1 807 Oak St.
Street address of property (or 911 address, if available)
DeKalb IL 60115
City or village ZIP
DeKalb
Township
- 2 Write the total number of parcels to be transferred. 1
- 3 Write the parcel identifying numbers and lot sizes or acreage.
Property index number (PIN) Lot size or acreage
a 08-23-257-008 ~51250 s.f.
b _____
c _____
d _____
- Write additional property index numbers, lot sizes or acreage in Step 3.
- 4 Date of instrument: 04/2023
Month Year
- 5 Type of instrument (Mark with an "X"): _____ Warranty deed
☒ Quit claim deed _____ Executor deed _____ Trustee deed
_____ Beneficial interest ☒ Other (specify): Deed in lieu of foreclosure
- 6 Yes _____ No _____ Will the property be the buyer's principal residence?
- 7 Yes _____ No _____ Was the property advertised for sale?
(i.e., media, sign, newspaper, realtor)
- 8 Identify the property's current and intended primary use.
Current Intended (Mark only one item per column with an "X.")
a ☒ Land/lot only
b ☒ Residence (single-family, condominium, townhome, or duplex)
c _____ Mobile home residence
d _____ Apartment building (6 units or less) No. of units: _____
e _____ Apartment building (over 6 units) No. of units: _____
f _____ Office
g _____ Retail establishment
h _____ Commercial building (specify): _____
i _____ Industrial building
j _____ Farm
k _____ Other (specify): _____

Do not write in this area.
County Recorder's Office use.

County:

Date:

Doc. No.:

Vol.:

Page:

Received by:

- 9 Identify any significant physical changes in the property since January 1 of the previous year and write the date of the change.
Date of significant change: 03/2023
Month Year
(Mark with an "X.")
☒ Demolition/damage _____ Additions _____ Major remodeling
_____ New construction _____ Other (specify): _____
- 10 Identify only the items that apply to this sale. (Mark with an "X.")
- a _____ Fulfillment of installment contract —
year contract initiated : _____
- b _____ Sale between related individuals or corporate affiliates
- c _____ Transfer of less than 100 percent interest
- d _____ Court-ordered sale
- e ☒ Sale in lieu of foreclosure
- f _____ Condemnation
- g _____ Short sale
- h _____ Bank REO (real estate owned)
- i _____ Auction sale
- j _____ Seller/buyer is a relocation company
- k ☒ Seller/buyer is a financial institution or government agency
- l _____ Buyer is a real estate investment trust
- m _____ Buyer is a pension fund
- n _____ Buyer is an adjacent property owner
- o _____ Buyer is exercising an option to purchase
- p _____ Trade of property (simultaneous)
- q _____ Sale-leaseback
- r _____ Other (specify): _____
- s _____ Homestead exemptions on most recent tax bill:
1 General/Alternative \$ _____
2 Senior Citizens \$ _____
3 Senior Citizens Assessment Freeze \$ _____

Step 2: Calculate the amount of transfer tax due.

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

- | | | | | |
|-----|---|-----|---|----------|
| 11 | Full actual consideration | 11 | \$ | <u>0</u> |
| 12a | Amount of personal property included in the purchase | 12a | \$ | _____ |
| 12b | Was the value of a mobile home included on Line 12a? | 12b | Yes <input checked="" type="checkbox"/> No _____ | |
| 13 | Subtract Line 12a from Line 11. This is the net consideration for real property. | 13 | \$ | <u>0</u> |
| 14 | Amount for other real property transferred to the seller (in a simultaneous exchange) as part of the full actual consideration on Line 11 | 14 | \$ | <u>0</u> |
| 15 | Outstanding mortgage amount to which the transferred real property remains subject | 15 | \$ | <u>0</u> |
| 16 | If this transfer is exempt, use an "X" to identify the provision. | 16 | <input checked="" type="checkbox"/> b _____ k _____ m _____ | |
| 17 | Subtract Lines 14 and 15 from Line 13. This is the net consideration subject to transfer tax. | 17 | \$ | <u>0</u> |
| 18 | Divide Line 17 by 500. Round the result to the next highest whole number (e.g., 61.002 rounds to 62). | 18 | | <u>0</u> |
| 19 | Illinois tax stamps — multiply Line 18 by 0.50. | 19 | \$ | <u>0</u> |
| 20 | County tax stamps — multiply Line 18 by 0.25. | 20 | \$ | <u>0</u> |
| 21 | Add Lines 19 and 20. This is the total amount of transfer tax due. | 21 | \$ | <u>0</u> |

PTAX-203 (R-10/11)



2023002784

**RELEASE OF
DEMOLITION LIEN**

TASHA SIMS
RECORDER - DEKALB COUNTY, IL

RECORDED: 4/26/2023 09:56 AM
REC FEE: 56.00 RHSPS FEE: 9.00
PAGES: 2

KNOW ALL MEN BY THESE PRESENTS, that the City of DeKalb, DeKalb County, Illinois, claimant in the Demolition Lien in the amount of \$17,748.18, said lien being dated 3/16/2023 and recorded on 3/16/2023 as Document No. 2023001760 does hereby acknowledge that it has received full satisfaction of said lien and in consideration thereof does hereby forever release and discharge the owner of the property described below and quit claim all right and interest to and in the premises therein described, said premises being described as follows:

THE EAST 35 FEET OF THE SOUTH 21 FEET OF LOT 6 AND THE EAST 35 FEET OF LOTS 7 AND 8; ALL IN BLOCK 13 OF GILSON'S ADDITION TO THE ORIGINAL VILLAGE (NOW CITY) OF DEKALB, (WHICH CAN BE FOUND IN ASSESSOR'S PLAT BOOK AT PAGE 80); SAID PLAT BOOK IS NOT RECORDED BUT CAN BE FOUND AT THE COUNTY COURTHOUSE) IN DEKALB COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 807 Oak Street
DeKalb, Illinois 60115

PERMANENT INDEX NOS.: 08-23-257-008

OWNER ("Respondent"): Jeffrey Gunther
807 Oak Street
DeKalb, IL 60115

IN WITNESS WHEREOF, the undersigned has set his hand and seal as City Manager of the City of DeKalb, this 24th day of April, 2023.

CITY OF DEKALB

BY: 

Bill Nicklas
City Manager

ATC-HC-2023DK-60041

STATE OF ILLINOIS)
) SS.
COUNTY OF DEKALB)

I, the undersigned, a Notary Public in and for said county, do hereby certify that Bill Nicklas, City Manager of the City of DeKalb, personally known to me to be the same person whose name is subscribed to the foregoing Release as having executed the same, appeared before me this day, in person, and acknowledged that he signed, sealed, and delivered the same as his free and voluntary act and deed, for the purposes therein set forth.

Given under my hand and notarial seal this 24th day of April, 2023.



Notary Public

Prepared by/Return to:
City of DeKalb
City Manager/Legal
164 E. Lincoln Highway
DeKalb, Illinois 60115

