

**APPROVING A DEED IN LIEU OF FORECLOSURE AGREEMENT FOR 509
DAVY STREET, DEKALB, ILLINOIS. (PIN 08-14-380-033)**

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 509 Davy 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 or 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 11th day of September 2023 and approved by me as Mayor on the same day. Passed by an 8-0 roll call vote. Aye: Zasada, Larson, Smith, Perkins, McAdams, Verbic, Walker, Barnes. Nay: None.




COHEN BARNES, Mayor

ATTEST:



Ruth A. Scott, Executive Assistant

EXHIBIT A
(Agreement for Deed in Lieu of Foreclosure – 509 Davy)

AGREEMENT FOR DEED IN LIEU OF FORECLOSURE
(509 Davy St., DeKalb, IL 60115)

This Agreement is entered into on September 11, 2023 ("Effective Date"), by and between the City of DeKalb, an Illinois municipal corporation (the "City"), and Sandra Sosnowski (the "Owner").

RECITALS

WHEREAS, Owner holds fee simple title to the real property commonly known as 509 Davy St., DeKalb, IL 60115 and legally described in the attached and incorporated Exhibit A (the "Property"); and

WHEREAS, the City holds a demolition lien recorded against the Property by the DeKalb County Recorder as Document Number 2021015319 that memorializes Owner's indebtedness to the City in the total amount of \$19,394.46, a copy of which is attached and incorporated as Exhibit B (the "Lien"); and

WHEREAS, the City intends 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 the Property's ownership from Owner to the City, the Parties agree to convey the Property to the City in lieu of foreclosure, subject to the terms and conditions set forth in this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 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 the Property.* City shall accept and record a Quit Claim Deed In Lieu of Foreclosure from Owner (the "Deed"), in the same or substantially similar form as the attached and incorporated Exhibit C, 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. *Owner's Acknowledgment and Representation.* Owner acknowledges that Owner took all desired steps to identify the Property's current fair market value. Owner understands that the Property's fair market value may exceed the Lien's value. Nevertheless, Owner believes and represents that the deed in lieu of foreclosure in this Agreement is a reasonable, intended, and voluntary act.

4. *Closing.* The Closing Date shall be October 9, 2023, or such other date as the Parties may agree to in writing (the "Closing Date"). The Closing shall take place on the Closing Date at a Title Company with an office in DeKalb County, Illinois or at such other location in DeKalb County, Illinois that the Parties may agree to in writing. The Parties shall be responsible for performing all deliveries and executing all documents required by the Title Company for the Closing. City shall be responsible for all Closing costs, excluding Owner's attorney's fees.

5. *Rights of Inspection.* City and its officers, employees, attorneys, agents, and contractors shall have full and continuing access to the Property, upon reasonable notice to Owner. 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 Owner harmless and fully defend and indemnify Owner against any causes of action, claims, costs, damages, expenses, liabilities, and reasonable attorney's fees arising from or caused by the Inspections and the actions or omissions of City, its agents, or representatives upon the Property. Owner shall cooperate with City regarding 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.

6. *Release and Waiver.* In consideration of Owner's conveyance of the Deed, City shall waive, release, and discharge Owner from and against any causes of action, claims, costs, damages, liabilities, and reasonable attorney's fees arising from or caused by the Lien and all other debts that Owner owes or may owe the City as of the Effective Date. Owner agrees to waive, release, and discharge the City and the City's officers, agents, and employees from and against any causes of action, claims, costs, damages, liabilities, and reasonable attorney's fees arising from or caused by the Lien or the City's demolition of the residential structure on the Property as of the Effective Date.

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

8. *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.

9. *Entire Agreement.* This Agreement sets forth all agreements, understandings, and covenants between and among the Parties relative to the matters contained in this Agreement. 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.

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


11. *Successors and Assigns.* This Agreement shall be binding on the Parties' heirs, administrators, executors, successors, and assigns.

12. *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.

13. *Notices.* All notices required by this Agreement shall be in writing and shall be served on the Parties at the email addresses following their signatures in this Agreement.

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

CITY


Bill Nicklas, City Manager
bill.nicklas@cityofdekalb.com

OWNER



Sandra Sosnowski
barbarakouba@comcast.net

EXHIBIT A
(Legal Description for Property)

The Property is legally described as follows:

LOT 50 IN L.C. MEAD SUBDIVISION, A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK "G" OF PLATS, PAGE 89 ON DECEMBER 6, 1943 IN DEKALB COUNTY, ILLINOIS.

PIN: 08-14-380-033

Common Address: 509 Davy Street, DeKalb, IL 60115

EXHIBIT B
(Demolition Lien)

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:

LOT 50 IN L.C. MEAD SUBDIVISION, A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK "G" OF PLATS, PAGE 89 ON DECEMBER 6, 1943 IN DEKALB COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 509 Davy Street
DeKalb, Illinois 60115

PERMANENT INDEX NO.: 08-14-380-033

OWNER ("Respondent"): Sandra Sosnowski
509 Davy 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 \$19,394.46, 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 August 20, 2021, 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 August 20, 2021, 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.



2021015319

DOUGLAS J. JOHNSON
RECORDER - DEKALB COUNTY, IL
RECORDED: 11/24/2021 09:39 AM
REC FEE: 55.00

PAGES: 2

4. That on October 21, 2021, Claimant incurred costs and expenses for the demolition of the Building in the amount of \$17,850.00. Prior to said demolition, Claimant removed approximately 4,500 gallons of sewage from the basement of the building on the Property at a total cost of \$700.00 and incurred costs and expenses for asbestos testing in the total amount of \$325.00. The total amount Claimant claims a lien upon the Property is as follows:

Dates	Expenses Incurred	Amount
10/21/21	Demolition/Removal	\$ 18,875.00
08/20/21	Postage	\$ 6.96
08/20/21	Publication Fee	\$ 294.50
12/28/20	Title Search Fee	\$ 100.00
08/20/21	Recording Costs	\$ 118.00
TOTAL		\$19,394.46

DATED: 11/24/2021


CITY OF DEKALB

BY: 

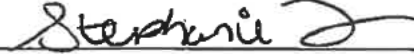
Bill Nicklas
City Manager

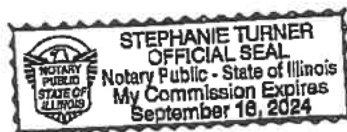
AFFIDAVIT

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 24th day of November, 2021.


Notary Public



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

EXHIBIT C
(Deed In Lieu of Foreclosure)

509 Davy St.



2023007125

TASHA SIMS

RECORDER - DEKALB COUNTY, IL

RECORDED: 10/10/2023 10:09 AM

REC FEE: 56.00 RHSPS FEE: 18.00

PAGES: 2

**QUIT CLAIM DEED
IN LIEU OF FORECLOSURE**

**QUIT CLAIM DEED
IN LIEU OF FORECLOSURE**

MAIL TO:

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

SEND FUTURE TAX BILLS TO: *e*
Grantees Address

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

Above space for Recorder's Use

M.
THE GRANTOR, Sandra Sosnowski, 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, City of DeKalb, 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:

LOT 50 IN L.C. MEAD SUBDIVISION, A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK "G" OF PLATS, PAGE 89 ON DECEMBER 6, 1943 IN DEKALB COUNTY, ILLINOIS.

PIN: 08-14-380-033

Common Address: 509 Davy 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 9th day of October, 2023.

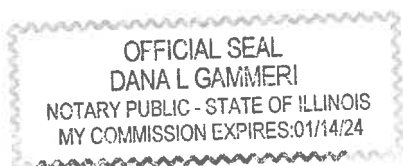
Sandra M. Sosnowski
Sandra Sosnowski

STATE OF ILLINOIS)
) ss.
COUNTY OF DEKALB)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, certify that Sandra Sosnowski, personally known to me to be the same person whose name is subscribed to this instrument, appeared before me this day in person, and acknowledged that said person signed, sealed, and delivered this instrument as said person's free and voluntary act, for the uses and purposes set forth.

Given under my hand and official seal this 9th day of October, 2023

Dana L. Gammeri
Notary Public



ATL-HC-2023DK-60268

Prepared by: Matthew Rose
9501 W. Devon Ave.,
Ste. 702
Rosemont, IL 60018



2023007126

RELEASE OF DEMOLITION LIEN

KNOW ALL MEN BY THESE PRESENTS, that the City of DeKalb, DeKalb County, Illinois, claimant in the Demolition Lien in the amount of \$19,394.46, said lien being dated 11/24/2021 as Document No. 2021015319 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:

TASHA SIMS
RECORDER - DEKALB COUNTY, IL
RECORDED: 10/10/2023 10:09 AM
REC FEE: 56.00 RHSPS FEE: 18.00
PAGES: 2

LOT 50 IN L.C. MEAD SUBDIVISION, A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK "G" OF PLATS, PAGE 89 ON DECEMBER 6, 1943 IN DEKALB COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 509 Davy Street
DeKalb, Illinois 60115

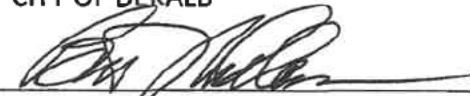
PERMANENT INDEX NO.: 08-14-380-033

OWNER ("Respondent"): Sandra Sosnowski
509 Davy Street
DeKalb, IL 60115

IN WITNESS WHEREOF, the undersigned has set his hand and seal as City Manager of the City of DeKalb, this 3rd day of October, 2023.

CITY OF DEKALB

BY:

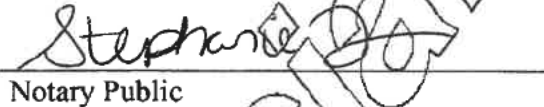

Bill Nicklas
City Manager

ATC-HC-2023DK-60268

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 3rd day of October, 2023.


Notary Public

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



COMMITMENT FOR TITLE INSURANCE

Issued by
FIDELITY NATIONAL TITLE INSURANCE COMPANY

NOTICE

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

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

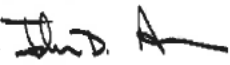
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

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

If all of the Schedule B, Part I – Requirements have not been met within 90 days* after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

American Title

By 
Authorized Signatory

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; [and] Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



AMERICAN TITLE GUARANTY, INC.
A WHEATLAND TITLE COMPANY

8/24/2023 11:44AM
ALTA Commitment for Title Insurance

Transaction Identification Data for reference only:

ORIGINATING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
American Title 2045 Aberdeen Court, Suite B Sycamore, IL 60178 Main Phone: (815) 756-3611 Email: orders@myamericantitle.com	American Title 2045 Aberdeen Court, Suite B Sycamore, IL 60178 Main Phone: (815) 756-3611

Issuing Office File Number: ATC-HC-2023DK-60268
Property Address: 509 Davy Street, Dekalb, IL 60115

SCHEDULE A

1. Effective Date: 21st day of August, 2023
2. Policy or Policies to be issued:

a. Owner's Policy:	Proposed Policy Amount
Proposed Insured: City of DeKalb	\$19,394.46
b. Loan Policy:	
Proposed Insured:	
3. The estate or interest in the Land described or referred to in this Commitment is:
FEE SIMPLE
4. The Title is, at the Commitment Date, vested in:
Sandra M Sosnowski
5. The Land is described as follows:
See Exhibit A Attached

END OF SCHEDULE A

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Adopted 08-01-2016
Technical Corrections 04-02-2018





AMERICAN TITLE GUARANTY, INC.
A WHEATLAND TITLE COMPANY

8/24/2023 11:44AM
ALTA Commitment for Title Insurance

Exhibit A

Lot 50 in L.C. Mead Subdivision, a subdivision in the Southwest Quarter of Section 14, Township 40 North, Range 4 East of the Third Principal Meridian, according to the plat thereof recorded in Book "G" of Plats, Page 89 on December 6th, 1943, in DeKalb County, Illinois.

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Adopted 08-01-2016
Technical Corrections 04-02-2018





AMERICAN TITLE GUARANTY, INC.
A WHEATLAND TITLE COMPANY

8/24/2023 11:44AM
ALTA Commitment for Title Insurance

SCHEDULE B, Part I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the company is not able to close or insure any transaction involving Land that is associated with these activities.
6. The "Good Funds" section of the Title Insurance Act (215 ILCS 155/26) is effective January 1, 2010. This Act places limitations upon our ability to accept certain types of deposits into escrow. Please contact your local Title office regarding the application of this new law to your transaction.
7. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois notary public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.
8. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
9. We should be furnished a properly executed ALTA statement and, unless the land insured is a condominium unit, a survey if available. Matters disclosed by the above documentation will be shown specifically.

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AMERICAN TITLE GUARANTY, INC.
A WHEATLAND TITLE COMPANY

8/24/2023 11:44AM
ALTA Commitment for Title Insurance

-
10. Satisfy requirements for final utilities and any transfer stamps pursuant to the requirements set forth by municipality for which the subject property lies.
 11. The company should be provided a statement from the borrower(s) relative to any mortgage shown on Schedule B disclosing whether the borrower(s) have entered into any forbearance or loan modification agreement with the lender relative to delayed or past postponed payments or other restructuring of the debt secured by the mortgage.
 12. Any recorded lien shown in Schedule B-2 will appear as an exception in the policy unless a sufficient release of said lien is recorded in the county where the subject premises is located.

END OF SCHEDULE B, Part I

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Adopted 08-01-2016
Technical Corrections 04-02-2018





AMERICAN TITLE GUARANTY, INC.
A WHEATLAND TITLE COMPANY

8/24/2023 11:44AM
ALTA Commitment for Title Insurance

SCHEDULE B, PART II

Exceptions

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

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

1. Rights or claims of parties in possession not shown by the Public Records.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Taxes or special assessments which are not shown as existing liens by the Public Records.
6. Loss or damage by reason of there being recorded in the Public Records, any deeds, mortgages, lis pendens, liens or other title encumbrances subsequent to the Commitment date and prior to the effective date of the final Policy.

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Technical Corrections 04-02-2018





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A WHEATLAND TITLE COMPANY

8/24/2023 11:44AM
ALTA Commitment for Title Insurance

SCHEDULE B, PART II, CONTINUED

7. Taxes and assessments for the year 2023 and all subsequent years are a lien but not yet due and payable.
8. Tax Year: 2022
Tax ID #: 08-14-380-033
Taxes Assessed in the Name of: Sosnowski, Sandra M
509 Davy St
DeKalb, IL 60115
Total Annual Tax: \$4,448.54
First Installment Amount: \$2,224.27
First Installment Status: Paid
Second Installment Amount: \$2,224.27
Second Installment Status: Due
Second Installment Due Date: September 5, 2023
9. Notice of Demolition Lien dated November 24, 2021 and recorded November 24, 2021 as Document No. 2021015319 in favor of the City of DeKalb and against Sandra Sosnowski in the amount of \$19,394.46 recorded in the DeKalb County Recorder's Office.
10. Notice to Remediate the subject property made by the City of DeKalb dated January 11, 2021 and recorded January 12, 2021 as Document No. 2021000480.
11. Notice to Remediate the subject property made by the City of DeKalb dated August 19, 2021 and recorded August 20, 2021 as Document No. 2021010933.
12. Rights of way for drainage ditches, tiles, feeders and laterals, if any.
13. Easement as per the plat of said subdivision over the North 5 feet of said lot for the placing and maintaining perpetually of electric power and telephone poles, conduits and wires, sewers, gas and water mains and other facilities necessary for public service together with the right of access thereto for such purposes.
14. Grant dated December 16, 1943 and recorded December 31, 1943 in Book "W" of Miscellaneous Records, page 441 as Document No. 180414 from Brookfield Improvement Corporation to Central Illinois Light Company.

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ALTA Commitment for Title Insurance

-
15. Grant dated December 28, 1943 and recorded January 5, 1944 in Book "W" of Miscellaneous Records, page 445 as Document No. 180465 from Brookfield Improvement Corporation to DeKalb-Ogle Telephone Company.
 16. Terms and conditions contained in Annexation Ordinance No. 610 recorded August 8, 2013 as Document No. 2013010271 made by City of DeKalb, recorded in the DeKalb County Recorder's Office.
 17. Rights of Commonwealth Edison Company to use the roads and highways in said Township for the transmission and distribution of electrical energy as per the resolution recorded as Document No. 306134.
 18. Rights of the public, the State of Illinois, the County, the Township and the Municipality in and to that part of the land, if any, taken or used for road purposes.

END OF SCHEDULE B, Part II

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A WHEATLAND TITLE COMPANY

8/24/2023 11:44AM
ALTA Commitment for Title Insurance

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records
- (b) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

- 2. If all of the Schedule B, Part I – Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I – Requirements; and
- (f) Schedule B, Part II – Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I – Requirements;

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AMERICAN TITLE GUARANTY, INC.
A WHEATLAND TITLE COMPANY

- (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
- (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(i) through 5(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I – Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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

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

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

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AMERICAN TITLE GUARANTY, INC.
A WHEATLAND TITLE COMPANY

8/24/2023 11:44AM
ALTA Commitment for Title Insurance

Privacy Statement

American Title ("The Company") respects the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains the Company's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. The Company follows the privacy practices described in this Privacy Statement and, depending on the business performed, The Company may share information as described herein.

Personal Information Collected

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

Disclosure of Personal Information

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures.

Disclosures may include, without limitation, the following:

- To insurance companies, agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;

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Adopted 08-01-2016
Technical Corrections 04-02-2018





AMERICAN TITLE GUARANTY, INC.
A WHEATLAND TITLE COMPANY

- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process. In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We may also disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities is to record documents in the public domain. Such documents may contain your Personal Information.

Disclosure to Affiliated Companies

We are permitted by law to share your name, address and facts about your transaction with other companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties

We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

Confidentiality and Security of Personal Information

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

Access to Personal Information/

Requests for Correction, Amendment, or Deletion of Personal Information

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out who your Personal Information has been disclosed to, and request correction or deletion of your Personal Information. However, the Company's current policy is to

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AMERICAN TITLE GUARANTY, INC.
A WHEATLAND TITLE COMPANY

8/24/2023 11:44AM
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maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer
American Title
2045 Aberdeen Court, Suite B
Sycamore, IL 60178

Changes to this Privacy Statement

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. The effective date of this Privacy Statement is May 1, 2014, which indicates the last time this Privacy Statement was revised or materially changed.

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Technical Corrections 04-02-2018



File No./Escrow No.: ATC-HC-2023DK-
Officer/Escrow Officer: 60268American Title
2045 Aberdeen Court, Suite B
Sycamore, IL 60178
(815) 756-3611AMERICAN TITLE GUARANTY, INC.
A WHEATLAND TITLE COMPANYProperty Address: 509 DAVY STREET
DEKALB, IL 60115 (DEKALB)
(08-14-380-033)Borrower: CITY OF DEKALB
164 E Lincoln Hwy
Dekalb, IL 60115Seller: SANDRA M SOSNOWSKI
509 Davy Street
Dekalb, IL 60115

Lender:

Settlement Date: 10/9/2023

Disbursement Date:

Seller		Description	Borrower	
Debit	Credit		Debit	Credit
		Title Charges		
		Owner's coverage Premium \$550.00 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	
		Government Recording and Transfer Charges		
		Recording fees: Deed \$74.00	\$74.00	
		Release \$74.00	\$74.00	
Seller			Borrower	
Debit	Credit		Debit	Credit
\$0.00	\$0.00	Subtotals	\$1,676.00	\$0.00
		Due From Borrower		\$1,676.00
\$0.00		Due To Seller		
\$0.00	\$0.00	Totals	\$1,676.00	\$1,676.00

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)

CITY OF DEKALB

SELLER(S)

SANDRA M SOSNOWSKI



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.

- 1 509 Davy Street
Street address of property (or 911 address, if available)
- DeKalb 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 <u>08-14-380-033</u> | |
| b | |
| c | |
| d | |
- Write additional property index numbers, lot sizes or acreage in Step 3.
- 4 Date of instrument: 10/20/23
Month Year
- 5 Type of instrument (Mark with an "X"):
- ☒ Quit claim deed ☐ Executor deed ☐ Trustee deed
- ☐ Beneficial interest ☐ Other (specify):
- 6 ☐ Yes ☐ No Will the property be the buyer's principal residence?
- 7 ☐ Yes ☐ No Was the property advertised for sale?
(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 <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> Land/lot only |
| b <input type="checkbox"/> Residence (single-family, condominium, townhome, or duplex) |
| c <input type="checkbox"/> Mobile home residence |
| d <input type="checkbox"/> Apartment building (6 units or less) No. of units: _____ |
| e <input type="checkbox"/> Apartment building (over 6 units) No. of units: _____ |
| f <input type="checkbox"/> Office |
| g <input type="checkbox"/> Retail establishment |
| h <input type="checkbox"/> Commercial building (specify): _____ |
| i <input type="checkbox"/> Industrial building |
| j <input type="checkbox"/> Farm |
| k <input type="checkbox"/> 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: _____ / _____ / _____
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>0.00</u> |
| 12a Amount of personal property included in the purchase | 12a \$ <u>0.00</u> |
| 12b Was the value of a mobile home included on Line 12a? | 12b Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 13 Subtract Line 12a from Line 11. This is the net consideration for real property. | 13 \$ <u>0.00</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>0.00</u> |
| 15 Outstanding mortgage amount to which the transferred real property remains subject | 15 \$ <u>0.00</u> |
| 16 If this transfer is exempt, use an "X" to identify the provision. | 16 <input checked="" type="checkbox"/> b <input type="checkbox"/> k <input type="checkbox"/> m |
| 17 Subtract Lines 14 and 15 from line 13. This is the net consideration subject to transfer tax. | 17 \$ <u>0.00</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>0.00</u> |
| 19 Illinois tax stamps — multiply Line 18 by 0.50. | 19 \$ <u>0.00</u> |
| 20 County tax stamps — multiply Line 18 by 0.25. | 20 \$ <u>0.00</u> |
| 21 Add Lines 19 and 20. This is the total amount of transfer tax due. | 21 \$ <u>0.00</u> |

Step 3: Write the legal description from the deed. Write, type (minimum 10-point font required), or attach the legal description from the deed. If you prefer, submit an 8 1/2" x 11" copy of the extended legal description with this form. You may also use the space below to write additional property index numbers, lots sizes or acreage from Step 1, Line 3.

Step 4: Complete the requested information.

The buyer and seller (or their agents) hereby verify that to the best of their knowledge and belief, the full actual consideration and facts stated in this declaration are true and correct. If this transaction involves any real estate located in Cook County, the buyer and seller (or their agents) hereby verify that to the best of their knowledge, the name of the buyer shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois. Any person who willfully falsifies or omits any information required in this declaration shall be guilty of a Class B misdemeanor for the first offense and a Class A misdemeanor for subsequent offenses. Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

Seller Information (Please print.)

SANDRA M. SOSNOWSKI

Seller's or trustee's name

Seller's trust number (if applicable - not an SSN or FEIN)

Street address (after sale)

City State ZIP

Sandra M. Sosnowski

Seller's or agent's signature

Seller's daytime phone

Buyer Information (Please print.)

City of DeKalb

36-600-5843

Buyer's or trustee's name

Buyer's trust number (if applicable - not an SSN or FEIN)

164 E. Lincoln Hwy. DeKalb, IL 60115

Street address (after sale)

City State ZIP

Matthew Rose, City Attorney

(815) 748-2090

Buyer's or agent's signature

Buyer's daytime phone

Mail tax bill to:

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

Name or company

Street address

City State ZIP

Preparer Information (Please print.)

Matthew D. Rose / Donahue & Rose, PC

Preparer's and company's name

Preparer's file number (if applicable)

9501 W. Devon Ave. Ste. 702 Rosemont IL 60018

Street address

City State ZIP

Matthew Rose

(312) 541-1078

Preparer's signature

Preparer's daytime phone

mrose@drllwpc.com

Preparer's e-mail address (if available)

Identify any required documents submitted with this form. (Mark with an "X.") ☐ Extended legal description ☐ Form PTAX-203-A
☐ Itemized list of personal property ☐ Form PTAX-203-B

To be completed by the Chief County Assessment Officer

1 County Township Class Cook-Minor Code 1 Code 2
2 Board of Review's final assessed value for the assessment year prior to the year of sale.
Land
Buildings
Total

3 Year prior to sale
4 Does the sale involve a mobile home assessed as real estate? Yes No
5 Comments

Illinois Department of Revenue Use

Tab number

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

Date: October 9, 2023

Commitment No.: ATC-HC-2023DK-60268

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):

Sandra M. Sosnowski
Sandra M Sosnowski

Corporations

Individuals/Beneficiaries of Trust or Purchaser(s):

Monty D. Lane, City of DeKalb
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-60268

Date:

Address: 509 Davy Street, Dekalb, IL 60115

RECEIPT AND DISBURSEMENT AUTHORIZATION

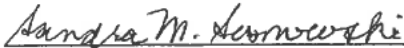
The undersigned authorize American Title to accept the receipts and to make the disbursements pursuant to and in compliance with the Settlement Statement. The undersigned acknowledge that American Title does not represent the parties in any capacity as legal counsel.

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.



Sandra M Sosnowski



City of DeKalb