

**APPROVING A REAL ESTATE PURCHASE AND SALE AGREEMENT FOR CITY-OWNED PROPERTY AT 807 OAK STREET, DEKALB, ILLINOIS (PIN 08-23-463-013).**

257-008).

**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 is the record owner of vacant property that is located at the common address of 807 Oak St., DeKalb, IL (the "Property"); and

**WHEREAS**, Charles O. & Felicia A. Ogundipe (the "Buyer") are the record owners of of property that is located at the common address of 807 Oak St., DeKalb, IL, which is adjacent and contiguous to the Property; and

**WHEREAS**, City staff and Buyer negotiated a purchase and sale agreement for the City to sell the Property to Buyer for a purchase price of \$1,000.00 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, by a vote of three-fourths of the members then holding office, approve the Agreement in the same or substantially similar form as Exhibit A, subject to such changes that the City Manager deems to be in the City's best interest, and further authorize and direct the City Manager to execute the Agreement and 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 9<sup>th</sup> day of October 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

**REAL ESTATE PURCHASE AND SALE AGREEMENT**  
**(807 Oak St., DeKalb, IL 60115)**

This Agreement (the "Agreement"), by and between the City of DeKalb, an Illinois municipal corporation (the "City" or "Seller"), and Charles O. & Felicia A. Ogundipe, a married couple (the "Buyer"), is for the purchase and sale of real property commonly known as 807 Oak St., DeKalb, IL 60115.

**RECITALS**

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

**WHEREAS**, the City is the owner in fee simple of real property located at 807 Oak Street, DeKalb, IL 60115, which is legally described in the attached and incorporated Exhibit A (the "Property"); and

**WHEREAS**, Buyer is the owner of real property located at 803 Oak St., DeKalb, IL 60115, which is adjacent and contiguous to the Property; and

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

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

**NOW, THEREFORE**, in consideration of 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. Property to be Sold.** The City agrees to convey the Property to the Buyer for the price of \$1,000.00 (One Thousand Dollars and Zero Cents), plus all closing costs as provided by this Agreement.

**2. Closing.** The Closing Date shall be October 31, 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.

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

**4. Evidence of Title.**

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

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

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

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

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

- (i) A Warranty Deed, meeting the requirements of this Agreement transferring the Property to Buyer;
- (ii) An Affidavit of Title signed by Seller in the customary form;
- (iii) All documents necessary to release any mortgages or liens on the Property; and
- (iv) Possession of the Property to Buyer.

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

- (i) The monetary payment due Seller and any additional amounts necessary to pay all costs and fees required to be paid by Buyer less any applicable credits; and
- (ii) Such other documents or deliveries required pursuant to other provisions of this Agreement or otherwise reasonably required to consummate the transaction of the Property pursuant to this Agreement.

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

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

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

By Seller:

- (a) Preparation of the Deed and documents required of Seller; and
- (b) Seller's legal expenses.

By Buyer:

- (a) Preparation of the documents required of Buyer;
- (b) Buyer's legal expenses;
- (c) 100% of the Title Company closing escrow fees;
- (d) Recording fees for the Deed;
- (e) The Survey, if obtained;
- (f) The cost of the Owner's title insurance policy with extended coverage; and
- (g) Any other closing costs charged to the Buyer that are not otherwise allocated pursuant to this Section.

**9. No Broker.** The Parties acknowledge that neither party used a broker.

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

**11. Real Estate Transfer Taxes.** At the Closing, the Parties shall execute a completed Real Estate Transfer Declaration in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois showing that the sale of the Property is exempt from any State, County, or local real estate transfer taxes.

**12. Personal property.** All personal property and fixtures located on or within the Property shall be transferred to Buyer at the Closing by a Bill of Sale that is in a form acceptable to Buyer.

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

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

**15. Condition of the Property.** Buyer agrees to accept the Property in its "as-is" condition, and the City disclaims all warranties express or implied as to the Property's condition. To the fullest extent permitted by law, Buyer shall defend, indemnify, and hold harmless the City and the City's officers, employees, and agents from and against all causes of action, claims, damages, losses, fines, expenses, costs, and attorney's fees arising out of or resulting from the Property's condition including, but not limited to, any hazardous, toxic, or dangerous substance or material located on the Property and the remediation, clean-up, and removal of any such hazardous substance located on the Property. The covenants and indemnities contained in this Section shall survive the termination of this Agreement and shall not merge with the Deed or the Closing. The responsibility of Buyer to the City to pursue remediation shall not merge with the Deed or the Closing and shall continue to exist after the Closing.

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

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

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

**19. Amendment.** This Agreement may be amended only by the mutual agreement of the Parties evidenced by a written amendment adopted and executed by the Parties in the manner provided by law.

Party's default under this Agreement. The sole venue for any action to enforce this Agreement shall be in the circuit court of DeKalb County, Illinois.

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

**19. Amendment.** This Agreement may be amended only by the mutual agreement of the Parties evidenced by a written amendment adopted and executed by the Parties in the manner provided by law.

**20. 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.

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

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

**23. Execution.** The Parties represent that they are authorized to enter into this Agreement.

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

Buyer	CITY
Charles O & Felicia A Ogundipe 1322 Knolls Ave. DeKalb, IL 60115	City of DeKalb 164 E. Lincoln Hwy DeKalb, IL 60115
By: <u>C-O [Signature]</u> Charles O. Ogundipe	By: <u>Cohen Barnes [Signature]</u> Cohen Barnes, Mayor
By: <u>FA Ogundipe [Signature]</u> Felicia A. Ogundipe	Date: <u>10/9/2023</u>
Date: <u>09/20/23</u>	



**20. 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.

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

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**23. Execution.** The Parties represent that they are authorized to enter into this Agreement.

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

<b>Buyer</b>  Charles O & Felicia A Ogundipe 1322 Knolls Ave. DeKalb, IL 60115  By: _____ Charles O. Ogundipe  By: _____ Felicia A. Ogundipe  Date: _____	<b>CITY</b>  City of DeKalb 164 E. Lincoln Hwy DeKalb, IL 60115  By: _____ Cohen Barnes, Mayor  Date: _____
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------

**EXHIBIT A**  
**(Legal Description for 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



CHARLES OGUNDIPE  
FELICIA OGUNDIPE  
1322 KNOLL'S AVE.  
SOUTH PH. 815-758-5005  
DEKALB, IL 60115

70-1208/711

6727

DATE

10/23/23

PAY TO THE  
ORDER OF

City of Dekalb

\$1000.00

One thousand only

DOLLARS



Security Features  
VOIDING  
When in Use



Heartland  
Bank and Trust  
Company

MEMO

807 oak street

AK Ogundipe

MP

06727

Finance  
10/24/23

**SPECIAL WARRANTY DEED**

**MAIL TO:**

Charles & Felicia Ogundipe  
1322 Knolls Ave.  
DeKalb, IL 60115

**SEND FUTURE TAX BILLS TO:**

Charles & Felicia Ogundipe  
1322 Knolls Ave.  
DeKalb, IL 60115

COPY

Recorded 10/26/2023  
as document 2023007562  
Pg 1 of 4

Above space for Recorder's Use

THE GRANTOR, City of DeKalb, an Illinois municipal corporation, given under the hand of the City Manager, for \$1,000.00 and other valuable consideration, CONVEYS and WARRANTS to GRANTEE, Charles Ogundipe and Felicia Ogundipe, a married couple in joint tenancy, 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 9<sup>th</sup> day of October, 2023.

  
Bill Nicklas, City Manager, City of DeKalb

STATE OF ILLINOIS    )  
                                          ) ss.  
COUNTY OF DEKALB    )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, certify that Bill Nicklas, City Manager, City of DeKalb, 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 9<sup>th</sup> day of October, 2023

  
Notary Public





pg 2 of 4

COPY

**TASHA SIMS  
DEKALB COUNTY RECORDER  
PLAT ACT AFFIDAVIT**

State of Illinois

} ss

County of DeKalb

Bill Nicklas, City Manager, City of DeKalb, being duly sworn on oath, states that he resides at 164 E. Lincoln Hwy., DeKalb, IL 60115

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

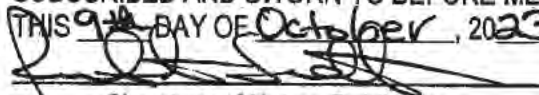
A. ☐ That the attached deed is not in violation of 765 ILCS 205/1(a), in that the sale or exchange is of an entire tract of land not being a part of a larger tract of land; or

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.

  
Signature of Affiant **Bill Nicklas**

SUBSCRIBED AND SWORN TO BEFORE ME  
THIS 9th DAY OF October, 2023  
  
Signature of Notary Public



pg 3 of 4  
COPY

**AFFIDAVIT OF TITLE**

STATE OF ILLINOIS     )  
                                  ) SS.  
COUNTY OF DEKALB    )

The undersigned, Bill Nicklas, City Manager, City of DeKalb, an Illinois municipal corporation (the "Seller"), deposes and says under oath as follows:

1. Seller owns legal title in certain real estate (the "Property") that 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

2. Seller is over 18 years of age and under no legal disability.

3. This Affidavit is made by Seller in connection with the sale of the Property to Charles and Felicia Ogundipe (the "Buyers"), and is given to induce the Buyers to make or complete the purchase of the Property.

4. No labor, services, or materials have been furnished or delivered to the Property or used for improvements or repairs thereof at any time within the past four (4) months that have not been fully and completely paid for, and Seller has no debts, outstanding contracts, or liabilities that could give rise to or result in a lien or a claim of lien against the Property under the Illinois Mechanic Lien Act. **Seller also states that it has not done anything to the Property that would adversely affect the title since the effective date of the parties' purchase and sale agreement up through and including the closing date.**

5. All fixtures now located in or on the Property are fully paid for and are not subject to any conditional sales contracts, chattel mortgages, or other security interests.

6. No persons are in possession of the Property except Seller, and there are no other leases, oral or written or other arrangements concerning the Property under which any person other than Seller has any possessory rights in the Property.

7. To the knowledge of Seller, there are no driveway agreements, overlaps, boundary lines in dispute, or unrecorded easements in regard to the Property nor are there any improvements from adjoining properties that encroach on the Property.



8. To the knowledge of Seller, the Property is not subject to any taxes or special assessments other than those shown as existing liens by the public records.

9. To the knowledge of Seller, there are no presently existing violations of any restrictions or easements of record affecting the Property.

10. There is no outstanding contract, unrecorded deed, mortgage, or other conveyance affecting the Property executed by Seller or to the knowledge of Seller.

11. Neither Seller nor its agents have received any notice from any city, village, or other governmental authority of any violation of any applicable dwelling or building code or any other law or regulation.

12. Under penalty of perjury, Seller declares that it has examined this Affidavit of Title and to the best of Seller's knowledge and belief it is true, correct, and complete.

Dated: October 9, 2023.



Bill Nicklas, City Manager, 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](http://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 DeKalb ZIP \_\_\_\_\_  
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 ~0.5 acre  
b \_\_\_\_\_  
c \_\_\_\_\_  
d \_\_\_\_\_  
Write additional property index numbers, lot sizes or acreage in Step 3.
- 4 Date of instrument: 10/2023  
Month Year
- 5 Type of instrument (Mark with an "X"): X Warranty deed  
Quit claim deed Executor deed Trustee deed  
Beneficial interest Other (specify): \_\_\_\_\_
- 6 Yes X No Will the property be the buyer's principal residence?
- 7 Yes X 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 X X 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.

COPY

- 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.")  
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 X Seller/buyer is a financial institution or government agency  
l \_\_\_\_\_ Buyer is a real estate investment trust  
m \_\_\_\_\_ Buyer is a pension fund  
n X 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 "a," "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>1,000.00</u>         |
| 12a Amount of personal property included in the purchase                                                                                     | 12a \$ <u>0</u>               |
| 12b Was the value of a mobile home included on Line 12a?                                                                                     | 12b Yes <u>X</u> No           |
| 13 Subtract Line 12a from Line 11. This is the net consideration for real property.                                                          | 13 \$ <u>1,000.00</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</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 <u>X</u> 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>                |

**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 8½" 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.

See Exhibit A

**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.)**

City of Dekalb N/A  
Seller's or trustee's name  
164 E. Lincoln Hwy. Dekalb, IL 60115  
Street address (after sale)  
Bill Nicklas, City Manager  
Seller's or agent's signature  
(815) 748-2040  
City State ZIP  
Seller's daytime phone

**Buyer Information (Please print.)**

Charles & Felicia Ogundipe N/A  
Buyer's or trustee's name  
1322 Knolls Ave. Dekalb IL 60115  
Street address (after sale)  
Charles & Felicia Ogundipe, 1322 Knolls Ave., Dekalb, IL 60115  
Buyer's or agent's signature  
Buyer's daytime phone  
Mall tax bill to:  
Name or company Street address City State ZIP

**Preparer Information (Please print.)**

Matthew Rose N/A  
Preparer's and company's name  
9501 W. Devon Ave. Ste. 702 Rosemont IL 60018  
Street address  
Matthew Rose (312) 551-1078  
Preparer's signature City State ZIP  
mrose@drilawpc.com  
Preparer's e-mail address (if available) Preparer's daytime phone

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  
3 Year prior to sale         
2 Board of Review's final assessed value for the assessment year  
prior to the year of sale.  
4 Does the sale involve a mobile home assessed as  
real estate?        Yes        No  
5 Comments  
Land         
Buildings         
Total

Illinois Department of Revenue Use

Tab number



**EXHIBIT A**  
**(Legal Description for 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