

AUTHORIZING THE SALE OF REAL PROPERTY LOCATED AT 624 N. ELEVENTH STREET (PIN 08-23-209-003) IN THE AMOUNT OF \$64,500.

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

WHEREAS, the City is the owner of real property located at 624 N. 11th Street and legally described in Exhibit A attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, Miguel Garcia (the "Buyer") has offered to purchase the Property at the price of \$64,500.00, contingent upon the approval of the City's corporate authorities of the Real Estate Purchase Agreement attached hereto and incorporated herein as Exhibit B (the "Real Estate Purchase Agreement"); and

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

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

SECTION 1: The City's corporate authorities, by a $\frac{3}{4}$ vote of the corporate authorities then holding office, approve of the sale of the Property to Buyer at a price of \$64,500.00 (Sixty-Four Thousand Five Hundred Dollars and Zero Cents). The City's corporate authorities further approve and ratify the Real Estate Purchase Agreement in the same or substantially similar form as Exhibit B attached hereto and incorporated herein; and authorize and direct the Mayor, City Manager, and City Attorney to execute, and the City Clerk or Executive Assistant to attest, all other documents which may be necessary to effectuate the sale of the Property.

SECTION 2: 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 corporate authorities of the City of DeKalb that to the extent that the terms of this resolution should be inconsistent with any non-preemptive state law, that this resolution shall supersede state law in that regard within its jurisdiction.

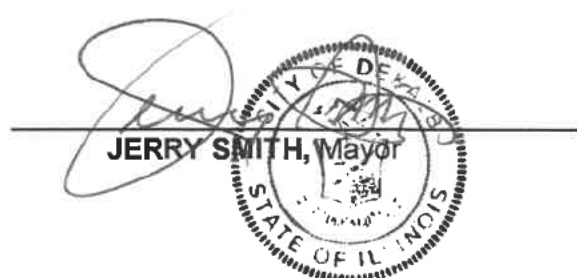
SECTION 3: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a Regular meeting thereof held on the 12th day of April 2021 and approved by me as Mayor on the same day. Passed by an 8-0 roll call vote. Aye: Morris, Finucane, Smith, Perkins, McAdams, Verbic, Faivre, Mayor Smith. Nay: None.

ATTEST:



RUTH A. SCOTT, Executive Assistant



JERRY SMITH, Mayor

EXHIBIT A
(Legal Description of the Property)

The Property is legally described as follows:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: THE SOUTH 48 FEET OF THE NORTH 96 FEET OF LOTS 2 AND 3, IN BLOCK 1 IN GILSON'S ADDITION TO THE CITY OF DEKALB, AS SHOWN BY FAY'S ASSESSOR'S PLAT; SITUATED IN DEKALB COUNTY, ILLINOIS.

PIN 08-23-209-003

Common Address: 624 N. 11th St., DeKalb, IL 60115

**EXHIBIT B
(REAL ESTATE PURCHASE AGREEMENT)**



MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 7.0



1. **THE PARTIES:** Buyer and Seller are hereinafter referred to as the "Parties."

2. Buyer Name(s) [PLEASE PRINT] Miguel Garcia

3. Seller Name(s) [PLEASE PRINT] City of DeKalb

4. If Dual Agency applies, check here ☐ and complete Optional Paragraph 29.

2. **THE REAL ESTATE:** Real Estate is defined as the property, all improvements, the fixtures and Personal Property included therein. Seller agrees to convey to Buyer or to Buyer's designated grantee, the Real Estate with approximate lot size or acreage of 1/4 commonly known as:

624 N. 11th St. Decatur IL 60115 DeKalb

Address Unit # (if applicable) City State Zip County

Permanent Index Number(s): 08 23 209 003 ☒ Single Family Attached ☐ Single Family Detached ☐ Multi-Unit

If Designated Parking is Included: # of space(s) _____; identified as space(s) # _____; location _____

[CHECK TYPE] ☐ deeded space, PIN: _____ ☐ limited common element ☐ assigned space.

If Designated Storage is Included: # of space(s) _____; identified as space(s) # _____; location _____

[CHECK TYPE] ☐ deeded space, PIN: _____ ☐ limited common element ☐ assigned space.

3. **FIXTURES AND PERSONAL PROPERTY AT NO ADDED VALUE:** All of the fixtures and included Personal Property are owned by Seller and to Seller's knowledge are in operating condition on Date of Acceptance, unless otherwise stated herein. Seller agrees to transfer to Buyer all fixtures, all heating, electrical, plumbing, and well systems together with the following items at no added value by Bill of Sale at Closing [CHECK OR ENUMERATE APPLICABLE ITEMS]:

| | | | |
|--|---|--|---|
| <input type="checkbox"/> Refrigerator | <input type="checkbox"/> Wine/Beverage Refrigerator | <input checked="" type="checkbox"/> Light Fixtures, as they exist | <input type="checkbox"/> Fireplace Gas Log(s) |
| <input checked="" type="checkbox"/> Oven/Range/Stove | <input checked="" type="checkbox"/> Sump Pump(s) | <input checked="" type="checkbox"/> Built-in or attached shelving | <input checked="" type="checkbox"/> Smoke Detectors |
| <input checked="" type="checkbox"/> Microwave | <input type="checkbox"/> Water Softener (unless rented) | <input type="checkbox"/> All Window Treatments & Hardware | <input checked="" type="checkbox"/> Carbon Monoxide Detectors |
| <input checked="" type="checkbox"/> Dishwasher | <input type="checkbox"/> Central Air Conditioning | <input checked="" type="checkbox"/> Satellite Dish | <input type="checkbox"/> Invisible Fence System, Collar & Box |
| <input checked="" type="checkbox"/> Garbage Disposal | <input type="checkbox"/> Central Humidifier | <input checked="" type="checkbox"/> Wall Mounted Brackets (AV/TV) | <input checked="" type="checkbox"/> Garage Door Opener(s) |
| <input type="checkbox"/> Trash Compactor | <input type="checkbox"/> Central Vac & Equipment | <input checked="" type="checkbox"/> Security System(s) (unless rented) | with all Transmitters |
| <input checked="" type="checkbox"/> Washer | <input checked="" type="checkbox"/> All Tacked Down Carpeting | <input type="checkbox"/> Intercom System | <input type="checkbox"/> Outdoor Shed |
| <input checked="" type="checkbox"/> Dryer | <input checked="" type="checkbox"/> Existing Storms & Screens | <input type="checkbox"/> Electronic or Media Air Filter(s) | <input type="checkbox"/> Outdoor Playset(s) |
| <input type="checkbox"/> Attached Gas Grill | <input type="checkbox"/> Window Air Conditioner(s) | <input type="checkbox"/> Backup Generator System | <input checked="" type="checkbox"/> Planted Vegetation |
| <input checked="" type="checkbox"/> Water Heater | <input type="checkbox"/> Ceiling Fan(s) | <input type="checkbox"/> Fireplace Screens/Doors/Grates | <input checked="" type="checkbox"/> Hardscape |

29. Other Items Included at No Added Value: _____

30. Items Not Included: _____

31. Seller warrants to Buyer that all fixtures, systems and Personal Property included in this Contract shall be in operating condition at Possession except: _____

32. A system or item shall be deemed to be in operating condition if it performs the function for which it is intended, regardless of age, and does not constitute a threat to health or safety.

33. If Home Warranty applies, check here ☐ and complete Optional Paragraph 32.

4. **PURCHASE PRICE AND PAYMENT:** The Purchase Price is \$ 64,500. After the payment of Earnest Money as provided below, the balance of the Purchase Price, as adjusted by prorations, shall be paid at Closing in "Good Funds" as defined by law.

a) **CREDIT AT CLOSING:** [IF APPLICABLE] Provided Buyer's lender permits such credit to show on the final settlement statement or lender's closing disclosure, and if not, such lesser amount as the lender permits, Seller agrees to credit \$ _____ to Buyer at Closing to be applied to prepaid expenses, closing costs or both.

b) **EARNEST MONEY:** Earnest Money of \$ 1,000 shall be tendered to Escrowee on or before 3 Business Days after Date of Acceptance. Additional Earnest Money, if any, of \$ _____ shall be tendered by 3 - 20, 2021. Earnest Money shall be held in trust for the mutual benefit of the Parties by

Buyer Initial M.G. Buyer Initial _____

Seller Initial _____ Seller Initial _____

Address: _____ v7.0

45 [CHECK ONE]: ☐ Seller's Brokerage; ☐ Buyer's Brokerage; ☒ As otherwise agreed by the Parties, as "Escrowee."
46 In the event the Contract is declared null and void or is terminated, Earnest Money shall be disbursed pursuant to Paragraph 26.
47 c) **BALANCE DUE AT CLOSING:** The Balance Due at Closing shall be the Purchase Price, plus or minus
48 prorations, less Earnest Money paid, less any credits at Closing, and shall be payable in Good Funds at Closing.
49 5. **CLOSING:** Closing shall be on ^{or before} May 15, 2021 or at such time as mutually agreed by the Parties in
50 writing. Closing shall take place at the escrow office of the title insurance company, its underwriter, or its issuing
51 agent that will issue the Owner's Policy of Title Insurance, whichever is situated nearest the Real Estate.
52 6. **POSSESSION:** Unless otherwise provided in Optional Paragraph 35, Seller shall deliver possession to Buyer at
53 Closing. Possession shall be deemed to have been delivered when Seller and all occupants (if any) have vacated
54 the Real Estate and delivered keys to the Real Estate to Buyer or to the office of the Seller's Brokerage.
55 7. **FINANCING:** [INITIAL ONLY ONE OF THE FOLLOWING SUBPARAGRAPHS a, b, or c]
56 _____ a) **LOAN CONTINGENCY:** Not later than forty-five (45) days after Date of Acceptance or five
57 (5) Business Days prior to the date of Closing, whichever is earlier, ("Loan Contingency Date") Buyer shall
58 provide written evidence from Buyer's licensed lending institution confirming that Buyer has received loan
59 approval subject only to "at close" conditions, matters of title, survey, and matters within Buyer's control for a loan
60 as follows: [CHECK ONE] ☐ fixed; ☐ adjustable; [CHECK ONE] ☐ conventional; ☐ FHA; ☐ VA; ☐ USDA;
61 ☐ other _____ loan for _____ % of the Purchase Price, plus private mortgage insurance (PMI),
62 if required, with an interest rate (initial rate if an adjustable rate mortgage used) not to exceed _____ % per annum,
63 amortized over not less than _____ years. Buyer shall pay discount points not to exceed _____ % of the loan amount.
64 Buyer shall pay origination fee(s), closing costs charged by lender, and title company escrow closing fees.
65 If Buyer, having applied for the loan specified above, is unable to provide such loan approval and serves Notice to
66 Seller not later than the Loan Contingency Date, this Contract shall be null and void. If Buyer is unable to provide
67 such written evidence not later than the date specified herein or by any extension date agreed to by the Parties,
68 Seller shall have the option of declaring this Contract terminated by giving Notice to Buyer. If prior to the Seller
69 serving such Notice to terminate, Buyer provides written evidence of such loan approval, this Contract shall remain
70 in full force and effect.
71 Upon the expiration of ten (10) Business Days after Date of Acceptance, if Buyer has failed to make a loan
72 application and pay all fees required for such application to proceed and the appraisal to be performed, Seller shall
73 have the option to declare this Contract terminated by giving Notice to Buyer not later than five (5) Business Days
74 thereafter or any extension thereof agreed to by the Parties in writing.
75 A Party causing delay in the loan approval process shall not have the right to terminate under this
76 subparagraph. In the event neither Party elects to declare this Contract terminated as specified above, or as
77 otherwise agreed, then this Contract shall continue in full force and effect without any loan contingencies.
78 Unless otherwise provided in Paragraph 30, this Contract is not contingent upon the sale and/or closing of
79 Buyer's existing real estate. Buyer shall be deemed to have satisfied the financing conditions of this subparagraph
80 if Buyer obtains a loan approval in accordance with the terms of this subparagraph even though the loan is
81 conditioned on the sale and/or closing of Buyer's existing real estate.
82 If Buyer is seeking FHA, VA, or USDA financing, required amendments and disclosures shall be attached to this
83 Contract. If VA, the Funding Fee, or if FHA, the Mortgage Insurance Premium (MIP), shall be paid by Buyer.
84 MG b) **CASH TRANSACTION WITH NO MORTGAGE:** [ALL CASH] If this selection is made, Buyer will pay
85 at Closing, in the form of "Good Funds," the Balance Due at Closing. Buyer represents to Seller, as of the Date of Offer,
86 that Buyer has sufficient funds available to satisfy the provisions of this subparagraph. Buyer agrees to verify the above
87 representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to
88 Seller, Seller's attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds

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89 to close. Buyer understands and agrees that, so long as Seller has fully complied with Seller's obligations under this
90 Contract, any act or omission outside of the control of Seller, whether intentional or not, that prevents Buyer from
91 satisfying the Balance Due at Closing, shall constitute a material breach of this Contract by Buyer. The Parties shall
92 share the title company escrow closing fee equally. Unless otherwise provided in Paragraph 30, this Contract shall
93 not be contingent upon the sale and/or closing of Buyer's existing real estate.

94 _____ c) **CASH TRANSACTION, MORTGAGE ALLOWED:** If this selection is made, Buyer will pay at closing,
95 in the form of "Good Funds," the Balance Due at Closing. Buyer represents to Seller, as of the Date of Offer, that Buyer
96 has sufficient funds available to satisfy the provisions of this subparagraph. Buyer agrees to verify the above
97 representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to
98 Seller, Seller's attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds
99 to close. Notwithstanding such representation, Seller agrees to reasonably and promptly cooperate with Buyer so that
100 Buyer may apply for and obtain a mortgage loan or loans including but not limited to providing access to the Real
101 Estate to satisfy Buyer's obligations to pay the Balance Due at Closing. Such cooperation shall include the performance
102 in a timely manner of all of Seller's pre-closing obligations under this Contract. **This Contract shall NOT be contingent**
103 **upon Buyer obtaining financing.** Buyer understands and agrees that, so long as Seller has fully complied with Seller's
104 obligations under this Contract, any act or omission outside of the control of Seller, whether intentional or not, that
105 prevents Buyer from satisfying the Balance Due at Closing shall constitute a material breach of this Contract by Buyer.
106 Buyer shall pay the title company escrow closing fee if Buyer obtains a mortgage; provided however, if Buyer elects
107 to close without a mortgage loan, the Parties shall share the title company escrow closing fee equally. Unless otherwise
108 provided in Paragraph 30, this Contract shall not be contingent upon the sale and/or closing of Buyer's existing
109 real estate.

110 **8. STATUTORY DISCLOSURES:** If applicable, prior to signing this Contract, Buyer:

111 [CHECK ONE] ☒ has ☐ has not received a completed Illinois Residential Real Property Disclosure;
112 [CHECK ONE] ☒ has ☐ has not received the EPA Pamphlet, "Protect Your Family From Lead In Your Home;"
113 [CHECK ONE] ☒ has ☐ has not received a Lead-Based Paint Disclosure;
114 [CHECK ONE] ☒ has ☐ has not received the IEMA, "Radon Testing Guidelines for Real Estate Transactions;"
115 [CHECK ONE] ☒ has ☐ has not received the Disclosure of Information on Radon Hazards.

116 **9. PRORATIONS:** The requirements contained in this paragraph shall survive the Closing. Proratable items shall
117 be prorated to and including the Date of Closing and shall include without limitation, general real estate taxes,
118 rents and deposits (if any) from tenants; Special Service Area or Special Assessment Area tax for the year of Closing
119 only; utilities, water and sewer, pre-purchased fuel; and Homeowner or Condominium Association fees (and
120 Master/Umbrella Association fees, if applicable). Accumulated reserves of a Homeowner/Condominium
121 Association(s) are not a proratable item.

122 a) The general real estate taxes shall be prorated to and including the date of Closing based on _____ % of
123 the most recent ascertainable full year tax bill. All general real estate tax prorations shall be final as of Closing,
124 except as provided in Paragraph 23. If the amount of the most recent ascertainable full year tax bill reflects a
125 homeowner, senior citizen, disabled veteran or other exemption, a senior freeze or senior deferral, then Seller
126 has submitted or will submit in a timely manner all necessary documentation to the appropriate governmental
127 entity, before or after Closing, to preserve said exemption(s). **The proration shall not include exemptions to**
128 **which the Seller is not lawfully entitled.**

129 b) Seller represents, if applicable, that as of Date of Acceptance Homeowner/Condominium Association(s)
130 fees are \$ _____ per _____ (and, if applicable, Master/Umbrella Association fees are
131 \$ _____ per _____). Seller agrees to pay prior to or at Closing the remaining balance of any
132 special assessments by the Association(s) confirmed prior to Date of Acceptance.

Buyer Initial M.G. Buyer Initial _____

Seller Initial _____ Seller Initial _____

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133 c) Special Assessment Area or Special Service Area installments due after the year of Closing shall not be
134 proratable items and shall be paid by Buyer, unless otherwise provided by ordinance or statute.

135 **10. ATTORNEY REVIEW:** Within five (5) Business Days after Date of Acceptance, the attorneys for the respective
136 Parties, by Notice, may:

137 a) Approve this Contract; or

138 b) Disapprove this Contract, which disapproval shall not be based solely upon the Purchase Price; or

139 c) Propose modifications to this Contract, except for the Purchase Price, which proposal shall be conclusively
140 deemed a counteroffer notwithstanding any language contained in any such proposal purporting to state the
141 proposal is not a counteroffer. If after expiration of ten (10) Business Days after Date of Acceptance written
142 agreement has not been reached by the Parties with respect to resolution of all proposed modifications, either
143 Party may terminate this Contract by serving Notice, whereupon this Contract shall be immediately deemed
144 terminated; or

145 d) Offer proposals specifically referring to this subparagraph d) which shall not be considered a counteroffer.
146 Any proposal not specifically referencing this subparagraph d) shall be deemed made pursuant to
147 subparagraph c) as a modification. If proposals made with specific reference to this subparagraph d) are not
148 agreed upon, neither Buyer nor Seller may declare this contract null and void, and this contract shall remain
149 in full force and effect.

150 If Notice of disapproval or proposed modifications is not served within the time specified herein, the
151 provisions of this paragraph shall be deemed waived by the Parties and this Contract shall remain in full force
152 and effect. If Notice of termination is given, said termination shall be absolute and the Contract rendered null
153 and void upon the giving of Notice, notwithstanding any language proffered by any Party purporting to permit
154 unilateral reinstatement by withdrawal of any proposal(s).

155 **11. WAIVER OF PROFESSIONAL INSPECTIONS:** [INITIAL IF APPLICABLE] _____ Buyer acknowledges
156 the right to conduct inspections of the Real Estate and hereby waives the right to conduct any such inspections of
157 the Real Estate, and further agrees that the provisions of Paragraph 12 shall not apply.

158 **12. PROFESSIONAL INSPECTIONS AND INSPECTION NOTICES:** [NOT APPLICABLE IF PARAGRAPH 11 IS INITIALED]
159 Buyer may conduct at Buyer's expense (unless payment for such expense is otherwise required by governmental
160 regulation) any or all of the following inspections of the Real Estate by one or more licensed or certified inspection
161 services: home, radon, environmental, lead-based paint, lead-based paint hazards or wood-destroying insect
162 infestation, or any other inspections desired by Buyer in the exercise of reasonable due diligence. Seller agrees to
163 make all areas of the Real Estate accessible for inspection(s) upon reasonable notice and to have all utilities turned
164 on during the time of such inspections. Buyer shall indemnify Seller and hold Seller harmless from and against
165 any loss or damage caused by any acts of Buyer or any person performing any inspection on behalf of Buyer.

166 a) The request for repairs shall cover only the major components of the Real Estate, limited to central heating
167 and cooling system(s), plumbing and well system, electrical system, roof, walls, windows, doors, ceilings,
168 floors, appliances and foundation. A major component shall be deemed to be in operating condition, and
169 therefore not defective within the meaning of this paragraph, if it does not constitute a current threat to health
170 or safety, and performs the function for which it is intended, regardless of age or if it is near or at the end of its
171 useful life. Minor repairs, routine maintenance items and painting, decorating or other items of a cosmetic
172 nature, no matter the cost to remedy same, do not constitute defects, are not a part of this contingency and shall
173 not be a basis for the Buyer to cancel this Contract. A request by Buyer for credits or repairs in violation of
174 the terms of this subparagraph shall allow Seller to declare this Contract terminated and direct the return
175 of Buyer's Earnest Money. If radon mitigation is performed, Seller shall pay for any retest.

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b) Buyer shall serve Notice upon Seller or Seller's attorney of any major component defects disclosed by any inspection for which Buyer requests resolution by Seller within five (5) Business Days (ten (10) calendar days for a lead-based paint or lead-based paint hazard inspection) after Date of Acceptance. Buyer shall not send any portion of the inspection report with the Notice provided under this subparagraph unless such inspection report, or any part thereof, is specifically requested in writing by Seller or Seller's attorney. If after expiration of ten (10) Business Days after Date of Acceptance written agreement has not been reached by the Parties with respect to resolution of all inspection issues, either Party may terminate this Contract by serving Notice to the other Party, whereupon this Contract shall be immediately deemed terminated.

c) Notwithstanding anything to the contrary set forth above in this paragraph, in the event the inspection reveals that the condition of the Real Estate is unacceptable to Buyer and Buyer serves Notice to Seller within five (5) Business Days after Date of Acceptance, this Contract shall be null and void. Said Notice shall not include any portion of the inspection reports unless requested by Seller.

d) Failure of Buyer to conduct said inspection(s) and notify Seller within the time specified operates as a waiver of Buyer's rights to terminate this Contract under this Paragraph 12 and this Contract shall remain in full force and effect.

13. HOMEOWNER INSURANCE: This Contract is contingent upon Buyer obtaining evidence of insurability for an Insurance Service Organization HO-3 or equivalent policy at standard premium rates within ten (10) Business Days after Date of Acceptance. If Buyer is unable to obtain evidence of insurability and serves Notice with proof of same to Seller within the time specified, this Contract shall be null and void. If Notice is not served within the time specified, Buyer shall be deemed to have waived this contingency and this Contract shall remain in full force and effect.

14. FLOOD INSURANCE: Buyer shall have the option to declare this Contract null and void if the Real Estate is located in a special flood hazard area. If Notice of the option to declare contract null and void is not given to Seller within ten (10) Business Days after Date of Acceptance or by the Loan Contingency Date, whichever is later, Buyer shall be deemed to have waived such option and this Contract shall remain in full force and effect. Nothing herein shall be deemed to affect any rights afforded by the Residential Real Property Disclosure Act.

15. CONDOMINIUM/Common Interest Associations: [IF APPLICABLE] The Parties agree that the terms contained in this paragraph, which may be contrary to other terms of this Contract, shall supersede any conflicting terms, and shall apply to property subject to the Illinois Condominium Property Act and the Common Interest Community Association Act or other applicable state association law ("Governing Law").

a) Title when conveyed shall be good and merchantable, subject to terms and provisions of the Declaration of Condominium/Covenants, Conditions and Restrictions ("Declaration/CCRs") and all amendments; public and utility easements including any easements established by or implied from the Declaration/CCRs or amendments thereto; party wall rights and agreements; limitations and conditions imposed by the Governing Law; installments due after the date of Closing of general assessments established pursuant to the Declaration/CCRs.

b) Seller shall be responsible for payment of all regular assessments due and levied prior to Closing and for all special assessments confirmed prior to Date of Acceptance.

c) Seller shall notify Buyer of any proposed special assessment or increase in any regular assessment between Date of Acceptance and Closing. The Parties shall have three (3) Business Days to reach agreement relative to payment thereof. Absent such agreement either Party may declare the Contract null and void.

d) Seller shall, within ten (10) Business Days from Date of Acceptance, apply for those items of disclosure upon sale as described in the Governing Law, and provide same in a timely manner, but no later than the time period provided for by law. This Contract is subject to the condition that Seller be able to procure and provide to Buyer a release or waiver of any right of first refusal or other pre-emptive rights to purchase created by the

Buyer Initial ML Buyer Initial _____ Seller Initial _____ Seller Initial _____
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220 Declaration/CCRs. In the event the Condominium Association requires the personal appearance of Buyer or
221 additional documentation, Buyer agrees to comply with same.

222 e) In the event the documents and information provided by Seller to Buyer disclose that the existing
223 improvements are in violation of existing rules, regulations or other restrictions or that the terms and
224 conditions contained within the documents would unreasonably restrict Buyer's use of the Real Estate or
225 would result in financial obligations unacceptable to Buyer in connection with owning the Real Estate, then
226 Buyer may declare this Contract null and void by giving Notice to Seller within five (5) Business Days after the
227 receipt of the documents and information required by this paragraph, listing those deficiencies which are
228 unacceptable to Buyer. If Notice is not served within the time specified, Buyer shall be deemed to have waived
229 this contingency, and this Contract shall remain in full force and effect.

230 f) Seller shall provide a certificate of insurance showing Buyer and Buyer's mortgagee, if any, as an insured.

231 **16. THE DEED:** Seller shall convey or cause to be conveyed to Buyer or Buyer's designated grantee good and
232 merchantable title to the Real Estate by recordable Warranty Deed, with release of homestead rights, (or the
233 appropriate deed if title is in trust or in an estate), and with real estate transfer stamps to be paid by Seller (unless
234 otherwise designated by local ordinance). Title when conveyed will be good and merchantable, subject only to:
235 covenants, conditions and restrictions of record and building lines and easements, if any, provided they do not
236 interfere with the current use and enjoyment of the Real Estate; and general real estate taxes not due and payable
237 at the time of Closing.

238 **17. MUNICIPAL ORDINANCE, TRANSFER TAX, AND GOVERNMENTAL COMPLIANCE:**

239 a) The Parties are cautioned that the Real Estate may be situated in a municipality that has adopted a pre-
240 closing inspection or disclosure requirement, municipal Transfer Tax or other similar ordinances. Cost of
241 transfer taxes, inspection fees, and any repairs required by an inspection pursuant to municipal ordinance shall
242 be paid by the Party designated in such ordinance unless otherwise agreed to by the Parties.

243 b) The Parties agree to comply with the reporting requirements of the applicable sections of the Internal
244 Revenue Code, the Foreign Investment in Real Property Tax Act (FIRPTA), and the Real Estate Settlement
245 Procedures Act of 1974, as amended.

246 **18. TITLE:** At Seller's expense, Seller will deliver or cause to be delivered to Buyer or Buyer's attorney within
247 customary time limitations and sufficiently in advance of Closing, as evidence of title in Seller or Grantor, a title
248 commitment for an ALTA title insurance policy in the amount of the Purchase Price with extended coverage by a
249 title company licensed to operate in the State of Illinois, issued on or subsequent to Date of Acceptance, subject
250 only to items listed in Paragraph 16 and shall cause a title policy to be issued with an effective date as of Closing.
251 The requirement to provide extended coverage shall not apply if the Real Estate is vacant land. The commitment
252 for title insurance furnished by Seller will be presumptive evidence of good and merchantable title as therein
253 shown, subject only to the exceptions therein stated. **If the title commitment discloses any unpermitted**
254 **exceptions or if the Plat of Survey shows any encroachments or other survey matters that are not acceptable to**
255 **Buyer, then Seller shall have said exceptions, survey matters or encroachments removed, or have the title**
256 **insurer commit to either insure against loss or damage that may result from such exceptions or survey matters**
257 **or insure against any court-ordered removal of the encroachments.** If Seller fails to have such exceptions waived
258 or insured over prior to Closing, Buyer may elect to take title as it then is with the right to deduct from the Purchase
259 Price prior encumbrances of a definite or ascertainable amount. Seller shall furnish to Buyer at Closing an Affidavit
260 of Title covering the date of Closing, and shall sign any other customary forms required for issuance of an ALTA
261 Insurance Policy.

262 **19. PLAT OF SURVEY:** Not less than one (1) Business Day prior to Closing, except where the Real Estate is a
263 condominium, Seller shall, at Seller's expense, furnish to Buyer or Buyer's attorney a Plat of Survey that conforms

Buyer Initial M.G. Buyer Initial _____ Seller Initial _____ Seller Initial _____
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264 to the current Minimum Standard of Practice for boundary surveys, is dated not more than six (6) months prior to
265 the date of Closing, and is prepared by a professional land surveyor licensed to practice land surveying under the
266 laws of the State of Illinois. The Plat of Survey shall show visible evidence of improvements, rights of way,
267 easements, use and measurements of all parcel lines. The land surveyor shall set monuments or witness corners at
268 all accessible corners of the land. All such corners shall also be visibly staked or flagged. The Plat of Survey shall
269 include the following statement placed near the professional land surveyor's seal and signature: "This professional
270 service conforms to the current Illinois Minimum Standards for a boundary survey." A Mortgage Inspection, as
271 defined, is not a boundary survey and is not acceptable.

272 **20. DAMAGE TO REAL ESTATE OR CONDEMNATION PRIOR TO CLOSING:** If prior to delivery of the deed the Real
273 Estate shall be destroyed or materially damaged by fire or other casualty, or the Real Estate is taken by
274 condemnation, then Buyer shall have the option of either terminating this Contract (and receiving a refund of
275 Earnest Money) or accepting the Real Estate as damaged or destroyed, together with the proceeds of the
276 condemnation award or any insurance payable as a result of the destruction or damage, which gross proceeds
277 Seller agrees to assign to Buyer and deliver to Buyer at Closing. Seller shall not be obligated to repair or replace
278 damaged improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall
279 be applicable to this Contract, except as modified by this paragraph.

280 **21. CONDITION OF REAL ESTATE AND INSPECTION:** Seller agrees to leave the Real Estate in broom clean condition.
281 All refuse and personal property that is not to be conveyed to Buyer shall be removed from the Real Estate at
282 Seller's expense prior to delivery of Possession. Buyer shall have the right to inspect the Real Estate, fixtures and
283 included Personal Property prior to Possession to verify that the Real Estate, improvements and included Personal
284 Property are in substantially the same condition as of Date of Acceptance, normal wear and tear excepted.

285 **22. SELLER REPRESENTATIONS:** Seller's representations contained in this paragraph shall survive the Closing.
286 Seller represents that with respect to the Real Estate, Seller has no knowledge of, nor has Seller received any written
287 notice from any association or governmental entity regarding:

- 288 a) zoning, building, fire or health code violations that have not been corrected;
- 289 b) any pending rezoning;
- 290 c) boundary line disputes;
- 291 d) any pending condemnation or Eminent Domain proceeding;
- 292 e) easements or claims of easements not shown on the public records;
- 293 f) any hazardous waste on the Real Estate;
- 294 g) real estate tax exemption(s) to which Seller is not lawfully entitled; or
- 295 h) any improvements to the Real Estate for which the required initial and final permits were not obtained.

296 Seller further represents that:

297 [INITIALS] MG There [CHECK ONE] ☐ are ☒ are not improvements to the Real Estate which are not
298 included in full in the determination of the most recent tax assessment.

299 [INITIALS] MG There [CHECK ONE] ☐ are ☒ are not improvements to the Real Estate which are eligible
300 for the home improvement tax exemption.

301 [INITIALS] MG There [CHECK ONE] ☐ is ☒ is not an unconfirmed pending special assessment affecting
302 the Real Estate by any association or governmental entity payable by Buyer after the date of Closing.

303 [INITIALS] MG The Real Estate [CHECK ONE] ☐ is ☒ is not located within a Special Assessment Area or
304 Special Service Area, payments for which will not be the obligation of Seller after the year in which the Closing occurs.
305 All Seller representations shall be deemed re-made as of Closing. If prior to Closing Seller becomes aware of
306 matters that require modification of the representations previously made in this Paragraph 22, Seller shall

Buyer Initial MG Buyer Initial _____ Seller Initial _____ Seller Initial _____
Address: 624 W 11th St Decatur IL 60115 v7.0

307 promptly notify Buyer. If the matters specified in such Notice are not resolved prior to Closing, Buyer may
308 terminate this Contract by Notice to Seller and this Contract shall be null and void.

309 **23. REAL ESTATE TAX ESCROW:** In the event the Real Estate is improved, but has not been previously taxed for
310 the entire year as currently improved, the sum of three percent (3%) of the Purchase Price shall be deposited in
311 escrow with the title company with the cost of the escrow to be divided equally by Buyer and Seller and paid at
312 Closing. When the exact amount of the taxes to be prorated under this Contract can be ascertained, the taxes shall
313 be prorated by Seller's attorney at the request of either Party and Seller's share of such tax liability after proration
314 shall be paid to Buyer from the escrow funds and the balance, if any, shall be paid to Seller. If Seller's obligation
315 after such proration exceeds the amount of the escrow funds, Seller agrees to pay such excess promptly upon
316 demand.

317 **24. BUSINESS DAYS/HOURS:** Business Days are defined as Monday through Friday, excluding Federal holidays.
318 Business Hours are defined as 8 a.m. to 6 p.m. Chicago time. In the event the Closing or Loan Contingency Date
319 described in this Contract does not fall on a Business Day, such date shall be the next Business Day.

320 **25. ELECTRONIC OR DIGITAL SIGNATURES:** Facsimile or digital signatures shall be sufficient for purposes of
321 executing, negotiating, finalizing, and amending this Contract, and delivery thereof by one of the following
322 methods shall be deemed delivery of this Contract containing original signature(s). An acceptable facsimile
323 signature may be produced by scanning an original, hand-signed document and transmitting same by electronic
324 means. An acceptable digital signature may be produced by use of a qualified, established electronic security
325 procedure mutually agreed upon by the Parties. Transmissions of a digitally signed copy hereof shall be by an
326 established, mutually acceptable electronic method, such as creating a PDF ("Portable Document Format")
327 document incorporating the digital signature and sending same by electronic mail.

328 **26. DIRECTION TO ESCROWEE:** In every instance where this Contract shall be deemed null and void or if this
329 Contract may be terminated by either Party, the following shall be deemed incorporated: "and Earnest Money
330 refunded upon the joint written direction by the Parties to Escrowee or upon an entry of an order by a court of
331 competent jurisdiction."

332 In the event either Party has declared the Contract null and void or the transaction has failed to close as provided
333 for in this Contract and if Escrowee has not received joint written direction by the Parties or such court order, the
334 Escrowee may elect to proceed as follows:

335 a) Escrowee shall give written Notice to the Parties as provided for in this Contract at least fourteen (14) days
336 prior to the date of intended disbursement of Earnest Money indicating the manner in which Escrowee intends
337 to disburse in the absence of any written objection. If no written objection is received by the date indicated in
338 the Notice then Escrowee shall distribute the Earnest Money as indicated in the written Notice to the Parties.
339 If any Party objects in writing to the intended disbursement of Earnest Money then Earnest Money shall be
340 held until receipt of joint written direction from all Parties or until receipt of an order of a court of competent jurisdiction.

341 b) Escrowee may file a Suit for Interpleader and deposit any funds held into the Court for distribution after
342 resolution of the dispute between Seller and Buyer by the Court. Escrowee may retain from the funds deposited
343 with the Court the amount necessary to reimburse Escrowee for court costs and reasonable attorney's fees
344 incurred due to the filing of the Interpleader. If the amount held in escrow is inadequate to reimburse Escrowee
345 for the costs and attorney's fees, Buyer and Seller shall jointly and severally indemnify Escrowee for additional
346 costs and fees incurred in filing the Interpleader action.

347 **27. NOTICE:** Except as provided in Paragraph 30 c) 2) regarding the manner of service for "kick-out" Notices, all
348 Notices shall be in writing and shall be served by one Party or attorney to the other Party or attorney. Notice to
349 any one of the multiple person Party shall be sufficient Notice to all. Notice shall be given in the following manner:

350 a) By personal delivery; or

Buyer Initial M.G. Buyer Initial _____ Seller Initial _____ Seller Initial _____
Address: 6024 N 114th St Deloitte IL 60115 v7.0

- b) By mailing to the addresses recited herein on Page 13 by regular mail and by certified mail, return receipt requested. Except as otherwise provided herein, Notice served by certified mail shall be effective on the date of mailing; or
- c) By facsimile transmission. Notice shall be effective as of date and time of the transmission, provided that the Notice transmitted shall be sent on Business Days during Business Hours. In the event Notice is transmitted during non-business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission; or
- d) By e-mail transmission if an e-mail address has been furnished by the recipient Party or the recipient Party's attorney to the sending Party or is shown in this Contract. Notice shall be effective as of date and time of e-mail transmission, provided that, in the event e-mail Notice is transmitted during non-business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission. An attorney or Party may opt out of future e-mail Notice by any form of Notice provided by this Contract; or
- e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day following deposit with the overnight delivery company.
- f) If a Party fails to provide contact information herein, as required, Notice may be served upon the Party's Designated Agent in any of the manners provided above.
- g) The Party serving a Notice shall provide courtesy copies to the Parties' Designated Agents. Failure to provide such courtesy copies shall not render Notice invalid.

28. PERFORMANCE: Time is of the essence of this Contract. In any action with respect to this Contract, the Parties are free to pursue any legal remedies at law or in equity and the prevailing party in litigation shall be entitled to collect reasonable attorney fees and costs from the non-prevailing party as ordered by a court of competent jurisdiction.

THE FOLLOWING NUMBERED PARAGRAPHS ARE A PART OF THIS CONTRACT ONLY IF INITIALED BY THE PARTIES.

29. CONFIRMATION OF DUAL AGENCY: The Parties confirm that they have previously consented to ~~DEAN GOODENOUGH~~ [LICENSEE] acting as a Dual Agent in providing brokerage services on their behalf and specifically consent to Licensee acting as a Dual Agent with regard to the transaction referred to in this Contract.

30. SALE OF BUYER'S REAL ESTATE:

a) **REPRESENTATIONS ABOUT BUYER'S REAL ESTATE:** Buyer represents to Seller as follows:

1) Buyer owns real estate (hereinafter referred to as "Buyer's real estate") with the address of:

| Address | City | State | Zip |
|---------|------|-------|-----|
|---------|------|-------|-----|

2) Buyer [CHECK ONE] ☐ has ☐ has not entered into a contract to sell Buyer's real estate.

If Buyer has entered into a contract to sell Buyer's real estate, that contract:

a) [CHECK ONE] ☐ is ☐ is not subject to a mortgage contingency.

b) [CHECK ONE] ☐ is ☐ is not subject to a real estate sale contingency.

c) [CHECK ONE] ☐ is ☐ is not subject to a real estate closing contingency.

3) Buyer [CHECK ONE] ☐ has ☐ has not publicly listed Buyer's real estate for sale with a licensed real estate broker and in a local multiple listing service.

4) If Buyer's real estate is not publicly listed for sale with a licensed real estate broker and in a local multiple listing service, Buyer [CHECK ONE]:

a) ☐ Shall publicly list real estate for sale with a licensed real estate broker who will place it in a local multiple listing service within five (5) Business Days after Date of Acceptance.

[FOR INFORMATION ONLY] Broker:

Broker's Address: Phone:

b) ☐ Does not intend to list said real estate for sale.

Buyer Initial MIG Buyer Initial _____ Seller Initial _____ Seller Initial _____
Address: 624 W 11th St DeKalb GA 30115 v7.0

b) **CONTINGENCIES BASED UPON SALE AND/OR CLOSING OF REAL ESTATE:**

- 1) This Contract is contingent upon Buyer having entered into a contract for the sale of Buyer's real estate that is in full force and effect as of _____, 20 _____. Such contract should provide for a closing date not later than the Closing Date set forth in this Contract. If Notice is served on or before the date set forth in this subparagraph that Buyer has not procured a contract for the sale of Buyer's real estate, this Contract shall be null and void. If Notice that Buyer has not procured a contract for the sale of Buyer's real estate is not served on or before the close of business on the date set forth in this subparagraph, Buyer shall be deemed to have waived all contingencies contained in this Paragraph 30, and this Contract shall remain in full force and effect. (If this paragraph is used, then the following paragraph must be completed.)
- 2) In the event Buyer has entered into a contract for the sale of Buyer's real estate as set forth in Paragraph 30 b) 1) and that contract is in full force and effect, or has entered into a contract for the sale of Buyer's real estate prior to the execution of this Contract, this Contract is contingent upon Buyer closing the sale of Buyer's real estate on or before _____, 20 _____. If Notice that Buyer has not closed the sale of Buyer's real estate is served before the close of business on the next Business Day after the date set forth in the preceding sentence, this Contract shall be null and void. If Notice is not served as described in the preceding sentence, Buyer shall have deemed to have waived all contingencies contained in this Paragraph 30, and this Contract shall remain in full force and effect.
- 3) If the contract for the sale of Buyer's real estate is terminated for any reason after the date set forth in Paragraph 30 b) 1) (or after the date of this Contract if no date is set forth in Paragraph 30 b) 1)), Buyer shall, within three (3) Business Days of such termination, notify Seller of said termination. Unless Buyer, as part of said Notice, waives all contingencies in Paragraph 30 and complies with Paragraph 30 d), this Contract shall be null and void as of the date of Notice. If Notice as required by this subparagraph is not served within the time specified, Buyer shall be in default under the terms of this Contract.
- c) **SELLER'S RIGHT TO CONTINUE TO OFFER REAL ESTATE FOR SALE:** During the time of this contingency, Seller has the right to continue to show the Real Estate and offer it for sale subject to the following:
- 1) If Seller accepts another bona fide offer to purchase the Real Estate while contingencies expressed in Paragraph 30 b) are in effect, Seller shall notify Buyer in writing of same. Buyer shall then have _____ hours after Seller gives such Notice to waive the contingencies set forth in Paragraph 30 b), subject to Paragraph 30 d).
- 2) Seller's Notice to Buyer (commonly referred to as a "kick-out" Notice) shall be in writing and shall be served on Buyer, not Buyer's attorney or Buyer's real estate agent. Courtesy copies of such "kick-out" Notice should be sent to Buyer's attorney and Buyer's real estate agent, if known. Failure to provide such courtesy copies shall not render Notice invalid. Notice to any one of a multiple-person Buyer shall be sufficient Notice to all Buyers. Notice for the purpose of this subparagraph only shall be served upon Buyer in the following manner:
- a) By personal delivery effective at the time and date of personal delivery; or
- b) By mailing to the address recited herein for Buyer by regular mail and by certified mail. Notice shall be effective at 10 a.m. on the morning of the second day following deposit of Notice in the U.S. Mail; or
- c) By commercial delivery overnight (e.g., FedEx). Notice shall be effective upon delivery or at 4 p.m. Chicago time on the next delivery day following deposit with the overnight delivery company, whichever first occurs.
- 3) If Buyer complies with the provisions of Paragraph 30 d) then this Contract shall remain in full force and effect.
- 4) If the contingencies set forth in Paragraph 30 b) are NOT waived in writing within said time period by Buyer, this Contract shall be null and void.
- 5) Except as provided in Paragraph 30 c) 2) above, all Notices shall be made in the manner provided by Paragraph 27 of this Contract.
- 6) Buyer waives any ethical objection to the delivery of Notice under this paragraph by Seller's attorney or representative.

Buyer Initial MG Buyer Initial _____ Seller Initial _____ Seller Initial _____
Address: 624 N 11th St Detwils IL 60115 v7.0

d) **WAIVER OF PARAGRAPH 30 CONTINGENCIES:** Buyer shall be deemed to have waived the contingencies in Paragraph 30 b) when Buyer has delivered written waiver and deposited with the Escrowee additional earnest money in the amount of \$ _____ in the form of a cashier's or certified check within the time specified. If Buyer fails to deposit the additional earnest money within the time specified, the waiver shall be deemed ineffective and this Contract shall be null and void.

e) **BUYER COOPERATION REQUIRED:** Buyer authorizes Seller or Seller's agent to verify representations contained in Paragraph 30 at any time, and Buyer agrees to cooperate in providing relevant information.

31. **CANCELLATION OF PRIOR REAL ESTATE CONTRACT:** In the event either Party has entered into a prior real estate contract, this Contract shall be subject to written cancellation of the prior contract on or before _____, 20____. In the event the prior contract is not cancelled within the time specified, this Contract shall be null and void. If prior contract is subject to Paragraph 30 contingencies, Seller's notice to the purchaser under the prior contract should not be served until after Attorney Review and Professional Inspections provisions of this Contract have expired, been satisfied or waived.

32. **HOME WARRANTY:** Seller shall provide at no expense to Buyer a Home Warranty at a cost of \$ _____. Evidence of a fully pre-paid policy shall be delivered at Closing.

33. **WELL OR SANITARY SYSTEM INSPECTIONS:** Seller shall obtain at Seller's expense a well water test stating that the well delivers not less than five (5) gallons of water per minute and including a bacteria and nitrate test and/or a septic report from the applicable County Health Department, a Licensed Environmental Health Practitioner, or a licensed well and septic inspector, each dated not more than ninety (90) days prior to Closing, stating that the well and water supply and the private sanitary system are in operating condition with no defects noted. Seller shall remedy any defect or deficiency disclosed by said report(s) prior to Closing, provided that if the cost of remedying a defect or deficiency and the cost of landscaping together exceed \$3,000, and if the Parties cannot reach agreement regarding payment of such additional cost, this Contract may be terminated by either Party. Additional testing recommended by the report shall be obtained at the Seller's expense. If the report recommends additional testing after Closing, the Parties shall have the option of establishing an escrow with a mutual cost allocation for necessary repairs or replacements, or either Party may terminate this Contract prior to Closing. Seller shall deliver a copy of such evaluation(s) to Buyer not less than ten (10) Business Days prior to Closing.

34. **WOOD DESTROYING INFESTATION:** Notwithstanding the provisions of Paragraph 12, within ten (10) Business Days after Date of Acceptance, Seller at Seller's expense shall deliver to Buyer a written report, dated not more than six (6) months prior to the Date of Closing, by a licensed inspector certified by the appropriate state regulatory authority in the subcategory of termites, stating that there is no visible evidence of active infestation by termites or other wood destroying insects. Unless otherwise agreed between the Parties, if the report discloses evidence of active infestation or structural damage, Buyer has the option within five (5) Business Days of receipt of the report to proceed with the purchase or to declare this Contract null and void.

35. **POSSESSION AFTER CLOSING:** Possession shall be delivered no later than 11:59 p.m. on the date that is [CHECK ONE] ☐ _____ days after the date of Closing or ☐ _____, 20____ ("the Possession Date"). Seller shall be responsible for all utilities, contents and liability insurance, and home maintenance expenses until delivery of possession. Seller shall deposit in escrow at Closing with an escrowee as agreed, the sum of \$ _____ (if left blank, two percent (2%) of the Purchase Price) and disbursed as follows:

a) The sum of \$ _____ per day for use and occupancy from and including the day after Closing to and including the day of delivery of Possession if on or before the Possession Date;

b) The amount per day equal to three (3) times the daily amount set forth herein shall be paid for each day after the Possession Date specified in this paragraph that Seller remains in possession of the Real Estate; and

Buyer Initial M. G. Buyer Initial _____ Seller Initial _____ Seller Initial _____
Address: 624 N 11th St Dekalb IL 60115 v7.0

481 c) The balance, if any, to Seller after delivery of Possession and provided that the terms of Paragraph 21 have
482 been satisfied. Seller's liability under this paragraph shall not be limited to the amount of the possession escrow
483 deposit referred to above. Nothing herein shall be deemed to create a Landlord/Tenant relationship between the Parties.

484 MG 36. "AS IS" CONDITION: This Contract is for the sale and purchase of the Real Estate in its "As Is"
485 condition as of the Date of Offer. Buyer acknowledges that no representations, warranties or guarantees with respect
486 to the condition of the Real Estate have been made by Seller or Seller's Designated Agent other than those known
487 defects, if any, disclosed by Seller. Buyer may conduct at Buyer's expense such inspections as Buyer desires. In that
488 event, Seller shall make the Real Estate available to Buyer's inspector at reasonable times. Buyer shall indemnify Seller
489 and hold Seller harmless from and against any loss or damage caused by the acts of negligence of Buyer or any person
490 performing any inspection. In the event the inspection reveals that the condition of the Real Estate is unacceptable
491 to Buyer and Buyer so notifies Seller within five (5) Business Days after Date of Acceptance, this Contract shall be
492 null and void. Buyer's notice SHALL NOT include a copy of the inspection report, and Buyer shall not be obligated
493 to send the inspection report to Seller absent Seller's written request for same. Failure of Buyer to notify Seller or
494 to conduct said inspection operates as a waiver of Buyer's right to terminate this Contract under this paragraph and
495 this Contract shall remain in full force and effect. Buyer acknowledges that the provisions of Paragraph 12 and the
496 warranty provisions of Paragraph 3 do not apply to this Contract. Nothing in this paragraph shall prohibit the exercise
497 of rights by Buyer in Paragraph 33, if applicable.

498 37. SPECIFIED PARTY APPROVAL: This Contract is contingent upon the approval of the Real
499 Estate by _____ Buyer's Specified Party, within five (5) Business Days after Date
500 of Acceptance. In the event Buyer's Specified Party does not approve of the Real Estate and Notice is given to Seller
501 within the time specified, this Contract shall be null and void. If Notice is not served within the time specified, this
502 provision shall be deemed waived by the Parties and this Contract shall remain in full force and effect.

503 38. ATTACHMENTS: The following attachments, if any, are hereby incorporated into this Contract
504 [IDENTIFY BY TITLE]: _____
505 _____

506 39. MISCELLANEOUS PROVISIONS: Buyer's and Seller's obligations are contingent upon the
507 Parties entering into a separate written agreement consistent with the terms and conditions set forth herein, and with
508 such additional terms as either Party may deem necessary, providing for one or more of the following [CHECK APPLICABLE BOXES]:

| | | |
|---|--|--|
| 509 <input type="checkbox"/> Articles of Agreement for Deed | <input type="checkbox"/> Assumption of Seller's Mortgage | <input type="checkbox"/> Commercial/Investment |
| 510 <input type="checkbox"/> or Purchase Money Mortgage | <input type="checkbox"/> Cooperative Apartment | <input type="checkbox"/> New Construction |
| 511 <input type="checkbox"/> Short Sale | <input type="checkbox"/> Tax-Deferred Exchange | <input type="checkbox"/> Vacant Land |
| 512 <input type="checkbox"/> Multi-Unit (4 Units or fewer) | <input type="checkbox"/> Interest Bearing Account | <input type="checkbox"/> Lease Purchase |

Buyer Initial MG Buyer Initial _____ Seller Initial _____ Seller Initial _____
Address: 624 W 11th St Delcalle IL 60115 v7.0

513 THE PARTIES ACKNOWLEDGE THAT THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS AND IS SUBJECT TO THE
514 COVENANT OF GOOD FAITH AND FAIR DEALING IMPLIED IN ALL ILLINOIS CONTRACTS.
515 THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL PARTIES AND DELIVERED TO THE PARTIES OR THEIR AGENTS.
516 THE PARTIES REPRESENT THAT THE TEXT OF THIS COPYRIGHTED FORM HAS NOT BEEN ALTERED AND IS IDENTICAL TO THE OFFICIAL MULTI-
517 BOARD RESIDENTIAL REAL ESTATE CONTRACT 7.0.

518 3-17-2021 X
519 Date of Offer DATE OF ACCEPTANCE
520 Miguel Garcia X
521 Buyer Signature Seller Signature
522 Miguel Garcia
523 Buyer Signature Seller Signature
524
525 Print Buyer(s) Name(s) (REQUIRED) Print Seller(s) Name(s) (REQUIRED)
526 [REDACTED] X
527 Address (REQUIRED) Address (REQUIRED)
528 DE Kalb IL 60115 X
529 City, State, Zip (REQUIRED) City, State, Zip (REQUIRED)
530 [REDACTED] [REDACTED] X
531 Phone E-mail Phone E-mail

532 Adolph Miller RE FOR INFORMATION ONLY Adolph Miller 93003
533 Buyer's Brokerage MLS# State License # Seller's Brokerage MLS# State License #
534 710 E Lincoln Hwy DeKalb 60115 710 E Lincoln Hwy DeKalb 60115
535 Address City Zip Address City Zip
536 Dean Goodenough Paul Miller 93004
537 Buyer's Designated Agent MLS# State License # Seller's Designated Agent MLS# State License #
538 630 254 0000 756 7895
539 Phone Fax Phone Fax
540 dean@goodenoughski adolphmillerre@gmail.com
541 E-mail E-mail
542 Scott Becker Scott Becker Scott Becker Scott Becker
543 Buyer's Attorney E-mail Seller's Attorney E-mail
544 213 W Main St Geneva 60135 Math Rose Math Rose
545 Address City State Zip Address City State Zip
546 815 784 2695 Math Rose Math Rose
547 Phone Fax Phone Fax
548 Mortgage Company Phone Homeowner's/Condo Association (if any) Phone
549 Loan Officer Phone/Fax Management Co./Other Contact Phone
550 Loan Officer E-mail Management Co./Other Contact E-mail

555 Illinois Real Estate License Law requires all offers be presented in a timely manner; Buyer requests verification that this offer was presented.
556 Seller rejection: This offer was presented to Seller on _____, 20____ at ____:____ a.m./p.m. and rejected on _____
557 _____, 20____ at ____:____ a.m./p.m. [SELLER INITIALS]

558 © 2018. All rights reserved. Unauthorized duplication or alteration of this form or any portion thereof is prohibited. Official form available at www.irda.org (website of Illinois Real Estate Lawyers
559 Association). Approved by the following organizations, December 2018: Belvidere Board of REALTORS® • Chicago Association of REALTORS® • Chicago Bar Association • DuPage County Bar Association •
560 Heartland REALTOR® Organization • Grundy County Bar Association • HomeTown Association of REALTORS® • Illinois Real Estate Lawyers Association • Illini Valley Association of REALTORS® • Kane
561 County Bar Association • Kenilworth-Jackson-Ford County Association of REALTORS® • MainStreet Organization of REALTORS® • McHenry County Bar Association • North Shore-Barrington Association
562 of REALTORS® • North Suburban Bar Association • Northwest Suburban Bar Association • Oak Park Area Association of REALTORS® • REALTOR® Association of the Fox Valley, Inc. • Three Rivers
563 Association of REALTORS® • Will County Bar Association •

Address: 624 N 11th St De Kalb IL 60115 v7.0



| | | | |
|--|------------------|---|------------------|
| A. U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SETTLEMENT STATEMENT | | B. TYPE OF LOAN: 1. <input type="checkbox"/> FHA 2. <input type="checkbox"/> FmHA 3. <input type="checkbox"/> CONV. UNINS. 4. <input type="checkbox"/> VA 5. <input type="checkbox"/> CONV. INS. 6. FILE NUMBER: 00031235A 7. LOAN NUMBER: _____ 8. MORTGAGE INS CASE NUMBER: _____ | |
| C. NOTE: <i>This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "POC" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.</i> <div style="text-align: right; font-size: small;">1.0 3/98 (00031235A.PFD)(00031235A/9)</div> | | | |
| D. NAME AND ADDRESS OF BORROWER: Miguel Garcia <div style="background-color: black; width: 100px; height: 20px; margin-top: 5px;"></div> | | E. NAME AND ADDRESS OF SELLER: City of DeKalb 164 E Lincoln Hwy DeKalb, IL 60115 | |
| G. PROPERTY LOCATION: 624 N 11th St DeKalb, IL 60115 DeKalb County, Illinois | | F. NAME AND ADDRESS OF LENDER: <div style="height: 40px;"></div> | |
| H. SETTLEMENT AGENT: 36-3607907 American Title Guaranty, Inc. PLACE OF SETTLEMENT 2045 Aberdeen Ct Ste B Sycamore, IL 60178 | | I. SETTLEMENT DATE: May 10, 2021 | |
| J. SUMMARY OF BORROWER'S TRANSACTION | | K. SUMMARY OF SELLER'S TRANSACTION | |
| 100. GROSS AMOUNT DUE FROM BORROWER: | | 400. GROSS AMOUNT DUE TO SELLER: | |
| 101. Contract Sales Price | 64,500.00 | 401. Contract Sales Price | 64,500.00 |
| 102. Personal Property | | 402. Personal Property | |
| 103. Settlement Charges to Borrower (Line 1400) | 915.00 | 403. | |
| 104. | | 404. | |
| 105. | | 405. | |
| <i>Adjustments For Items Paid By Seller in advance</i> | | <i>Adjustments For Items Paid By Seller in advance</i> | |
| 106. City/Town Taxes to | | 406. City/Town Taxes to | |
| 107. County Taxes to | | 407. County Taxes to | |
| 108. Assessments to | | 408. Assessments to | |
| 109. | | 409. | |
| 110. | | 410. | |
| 111. | | 411. | |
| 112. | | 412. | |
| 120. GROSS AMOUNT DUE FROM BORROWER | 65,415.00 | 420. GROSS AMOUNT DUE TO SELLER | 64,500.00 |
| 200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER: | | 500. REDUCTIONS IN AMOUNT DUE TO SELLER: | |
| 201. Deposit or earnest money | 1,000.00 | 501. Excess Deposit (See Instructions) | |
| 202. Principal Amount of New Loan(s) | | 502. Settlement Charges to Seller (Line 1400) | 4,093.00 |
| 203. Existing loan(s) taken subject to | | 503. Existing loan(s) taken subject to | |
| 204. | | 504. Payoff First Mortgage | |
| 205. | | 505. Payoff Second Mortgage | |
| 206. | | 506. | |
| 207. | | 507. (Deposit disb. as proceeds) | |
| 208. | | 508. | |
| 209. | | 509. | |
| <i>Adjustments For Items Unpaid By Seller</i> | | <i>Adjustments For Items Unpaid By Seller</i> | |
| 210. City/Town Taxes to | | 510. City/Town Taxes to | |
| 211. County Taxes to | | 511. County Taxes to | |
| 212. Assessments to | | 512. Assessments to | |
| 213. | | 513. | |
| 214. | | 514. | |
| 215. | | 515. | |
| 216. | | 516. | |
| 217. | | 517. | |
| 218. | | 518. | |
| 219. | | 519. | |
| 220. TOTAL PAID BY/FOR BORROWER | 1,000.00 | 520. TOTAL REDUCTION AMOUNT DUE SELLER | 4,093.00 |
| 300. CASH AT SETTLEMENT FROM/TO BORROWER: | | 600. CASH AT SETTLEMENT TO/FROM SELLER: | |
| 301. Gross Amount Due From Borrower (Line 120) | 65,415.00 | 601. Gross Amount Due To Seller (Line 420) | 64,500.00 |
| 302. Less Amount Paid By/For Borrower (Line 220) | (1,000.00) | 602. Less Reductions Due Seller (Line 520) | (4,093.00) |
| 303. CASH (X FROM) (TO) BORROWER | 64,415.00 | 603. CASH (X TO) (FROM) SELLER | 60,407.00 |

| L. SETTLEMENT CHARGES | | | | | PAID FROM BORROWERS FUNDS AT SETTLEMENT | PAID FROM SELLERS FUNDS AT SETTLEMENT |
|---|---------------------|-------------------------------|----------------|----------|--|--|
| 700. TOTAL COMMISSION Based on Price | \$ | 64,500.00 | @ 5.0000 % | 3,225.00 | | |
| Division of Commission (line 700) as Follows: | | | | | | |
| 701. \$ 3,225.00 | to | Miller Real Estate | | | | |
| 702. \$ | to | Miller Real Estate | | | | |
| 703. Commission Paid at Settlement | | | | | | 3,225.00 |
| 704. | to | | | | | |
| 800. ITEMS PAYABLE IN CONNECTION WITH LOAN | | | | | | |
| 801. Loan Origination Fee | % | to | | | | |
| 802. Loan Discount | % | to | | | | |
| 803. Appraisal Fee | | to | | | | |
| 804. Credit Report | | to | | | | |
| 805. Lender's Inspection Fee | | to | | | | |
| 806. Mortgage Ins. App. Fee | | to | | | | |
| 807. Assumption Fee | | to | | | | |
| 808. | | | | | | |
| 809. | | | | | | |
| 810. | | | | | | |
| 811. | | | | | | |
| 900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE | | | | | | |
| 901. Interest From | to | @ \$ | /day (days %) | | | |
| 902. Mortgage Insurance Premium | for | months to | | | | |
| 903. Hazard Insurance Premium | for | 1.0 years to | | | | |
| 904. | | | | | | |
| 905. | | | | | | |
| 1000. RESERVES DEPOSITED WITH LENDER | | | | | | |
| 1001. Hazard Insurance | @ \$ | per | | | | |
| 1002. Mortgage Insurance | @ \$ | per | | | | |
| 1003. City/Town Taxes | @ \$ | per | | | | |
| 1004. County Taxes | @ \$ | per | | | | |
| 1005. Assessments | @ \$ | per | | | | |
| 1006. | @ \$ | per | | | | |
| 1007. | @ \$ | per | | | | |
| 1008. | @ \$ | per | | | | |
| 1100. TITLE CHARGES | | | | | | |
| 1101. Settlement or Closing Fee | to | American Title Guaranty, Inc. | | 200.00 | | 200.00 |
| 1102. Abstract or Title Search | to | | | | | |
| 1103. Title Examination | to | | | | | |
| 1104. Title Insurance Binder | to | | | | | |
| 1105. Document Preparation | to | | | | | |
| 1106. Notary Fees | to | | | | | |
| 1107. Attorney's Fees | to | Becker Law Office | | 525.00 | | |
| (includes above item numbers: | | |) | | | |
| 1108. Title Insurance | to | American Title Guaranty | | 0.00 | | 515.00 |
| (includes above item numbers: | | |) | | | |
| 1109. Lender's Coverage | \$ | | | | | |
| 1110. Owner's Coverage | \$ | 64,500.00 | 515.00 | | | |
| 1111. CPL Fees | to | American Title Guaranty, Inc. | | 25.00 | | 50.00 |
| 1112. Update/Later Date Fees | to | American Title Guaranty, Inc. | | 100.00 | | 100.00 |
| 1113. | | | | | | |
| 1200. GOVERNMENT RECORDING AND TRANSFER CHARGES | | | | | | |
| 1201. Recording Fees: Deed \$ | 65.00 ; Mortgage \$ | | Releases \$ | 65.00 | | |
| 1202. City/County Tax/Stamps: Deed | | 0.00; Mortgage | | | | |
| 1203. State Tax/Stamps: Revenue Stamps | | 0.00; Mortgage | | | | |
| 1204. State of IL - DFI Policy Fee | to | American Title Guaranty, Inc. | | | | 3.00 |
| 1205. | | | | | | |
| 1300. ADDITIONAL SETTLEMENT CHARGES | | | | | | |
| 1301. Survey | to | | | | | |
| 1302. Pest Inspection | to | | | | | |
| 1303. | | | | | | |
| 1304. | | | | | | |
| 1305. | | | | | | |
| 1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K) | | | | 915.00 | | 4,093.00 |

Certified to be a true copy.

ACKNOWLEDGMENT OF RECEIPT OF SETTLEMENT STATEMENT

Borrower: Miguel Garcia
Seller: City of DeKalb
Settlement Agent: American Title Guaranty, Inc.
(815)758-3811
Place of Settlement: 2045 Aberdeen Ct Ste B
Sycamore, IL 60178
Settlement Date: May 10, 2021
Property Location: 824 N 11th St
DeKalb, IL 60115
DeKalb County, Illinois

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

Miguel Garcia
Miguel Garcia

City of DeKalb

BY: Matthew Phoebe, as City Attorney

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

Dana L. Sammeri
American Title Guaranty, Inc.
Settlement Agent

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

Commitment # _____

Date: _____

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

STATEMENT OF SELLER(S) AND PURCHASER(S)

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

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

The above certifications are true except for: _____

STATEMENT OF MORTGAGOR(S)

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

Individuals/Beneficiaries of Trust or Seller(s)

Matthew Rose, as City Attorney

Individuals/Beneficiaries of Trust or Purchaser(s)

Miguel Garcia

Corporations

IN WITNESS WHEREOF, City of St. Louis has caused

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

By: [Signature]
Attest: [Signature] President City Attorney
Secretary City Attorney

Corporations

IN WITNESS WHEREOF, _____ has caused

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

By: _____ President
Attest: _____ Secretary

LENDER'S DISBURSEMENT STATEMENT

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

Date: _____ Signature: _____

RE: City of DeKalb and Miguel Garcia
Seller Buyer

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

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

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

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

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

Seller

Miguel Garcia
Buyer

Seller

Miguel Garcia
Buyer

WARRANTY DEED
Illinois Statutory

MAIL TO:

Scott Becker / Becker Law Office
213 W. Main St.
Genoa, IL 60135

SEND FUTURE TAX BILLS TO:

Miguel Garcia and Beatris Esparza
329 N. 2nd St.
DeKalb, IL 60115

Above space for Recorder's Use

THE GRANTOR, **CITY OF DEKALB**, an Illinois home rule municipal corporation, with its office located at 164 E. Lincoln Highway, City of DeKalb, County of DeKalb and State of Illinois, given under the hand of the Mayor of the City of DeKalb, and for \$64,500.00 and other valuable consideration, CONVEYS and WARRANTS to the GRANTEE, **Miguel Garcia and Beatris Esparza, husband and wife, not as tenants in common, but as joint tenants**, with an address located at 329 N. 2nd St., DeKalb, IL 60115, all interest in the following described Real Estate situated in the County of DeKalb and in the State of Illinois, to-wit:


THE SOUTH 48 FEET OF THE NORTH 96 FEET OF LOTS 2 AND 3, IN BLOCK 1 IN GILSON'S ADDITION TO THE CITY OF DEKALB, AS SHOWN BY FAY'S ASSESSOR'S PLAT; SITUATED IN DEKALB COUNTY, ILLINOIS.

PIN 08-23-209-003
Common Address: 624 N. 11th St., DeKalb, IL 60115

subject to any and all public utility easements, public service facilities, City water and sewer facilities and/or any other easements or property rights or interests burdening the property, and hereby releasing and waiving all rights under and by virtue of 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 27th day of April, 2021.


Jerry Smith, Mayor of the 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, do hereby certify that the City of DeKalb, under the hand of the Mayor of the City of DeKalb, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal
this 27th day of April, 2021


Notary Public

Prepared By:

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



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.

- 1 624 N. 11th 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 08-23-209-003 1
b _____
c _____
d _____
Write additional property index numbers, lot sizes or acreage in Step 3.
- 4 Date of instrument: 0 4 / 2 0 2 1
Month Year
- 5 Type of instrument (Mark with an "X"): X Warranty deed
Quit claim deed Executer deed Trustee deed
Beneficial interest Other (specify): _____
- 6 X Yes X No Will the property be the buyer's principal residence?
- 7 X Yes _____ No Was the property advertised for sale?
(i.e., media, sign, newspaper, realtor)
- 8 Identify the property's current and intended primary use.
Current Intended (Mark only one item per column with an "X.")
a _____ Land/lot only
b X X Residence (single-family, condominium, townhome, or duplex)
c _____ Mobile home residence
d _____ Apartment building (6 units or less) No. of units: _____
e _____ Apartment building (over 6 units) No. of units: _____
f _____ Office
g _____ Retail establishment
h _____ Commercial building (specify): _____
i _____ Industrial building
j _____ Farm
k _____ Other (specify): _____

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

County:

Date:

Doc. No.:

Vol.:

Page:

Received by:

- 9 Identify any significant physical changes in the property since January 1 of the previous year and write the date of the change.
Date of significant change: _____ / _____ / _____
(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 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 _____ 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 \$ 64,500.00
- 12a Amount of personal property included in the purchase \$ 0
- 12b Was the value of a mobile home included on Line 12a? Yes X No
- 13 Subtract Line 12a from Line 11. This is the net consideration for real property. \$ 64,500.00
- 14 Amount for other real property transferred to the seller (in a simultaneous exchange) as part of the full actual consideration on Line 11 \$ 0
- 15 Outstanding mortgage amount to which the transferred real property remains subject \$ 0
- 16 If this transfer is exempt, use an "X" to identify the provision. X b _____ k _____ m _____
- 17 Subtract Lines 14 and 15 from Line 13. This is the net consideration subject to transfer tax. \$ 0
- 18 Divide Line 17 by 500. Round the result to the next highest whole number (e.g., 61.002 rounds to 62). 0
- 19 Illinois tax stamps — multiply Line 18 by 0.50. \$ 0
- 20 County tax stamps — multiply Line 18 by 0.25. \$ 0
- 21 Add Lines 19 and 20. This is the total amount of transfer tax due. \$ 0

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.

~~THAT PART OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN,~~
~~DESCRIBED AS FOLLOWS:~~ THE SOUTH 48 FEET OF THE NORTH 96 FEET OF LOTS 2 AND 3, IN BLOCK 1 IN GILSON'S ADDITION TO
THE CITY OF DEKALB, AS SHOWN BY FAY'S ASSESSOR'S PLAT; SITUATED IN DEKALB COUNTY, ILLINOIS.

Common Address: 624 N. 11th St., DeKalb, IL 60115

PIN: 08-23-209-003

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

Seller's or trustee's name

164 E. Lincoln Highway, DeKalb, IL 60115

Street address (after sale)

Seller's or agent's signature

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

City State ZIP

(815) 748-2391

Seller's daytime phone

Buyer Information (Please print.)

Miguel Garcia and Beatriz Esparza, husband and wife, not as tenants in common, but as joint tenants

Buyer's or trustee's name

Street address (after sale)

Buyer's or agent's signature

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

City State ZIP

Buyer's daytime phone

Mail tax bill to:

Miguel Garcia and Beatriz Esparza, 329 N. 2nd St., DeKalb, IL 60115

Name or company

Street address

City State ZIP

Preparer Information (Please print.)

Donahue & Rose, PC

Preparer's and company's name

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

Street address

Preparer's signature

mrose@drilawpc.com

Preparer's e-mail address (if available)

Preparer's file number (if applicable)

City State ZIP

(312) 541-1078

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
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



First American Title™

Illinois Agent Issued Seller Closing Protection Letter

5/10/2021

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

Transaction File Number (hereafter, "the Real Estate Transaction"): 00031235A

Buyer/Borrower: Miguel Garcia
Property Address: 624 N 11TH ST, DEKALB, IL 60115

Name of Issuing Agent or Approved Attorney ("title insurance agent"):

American Title Guaranty, Inc.
2045 Aberdeen Court
Suite B
Sycamore, IL 60178

Re: Seller Closing Protection Letter

Dear Sir or Madam:

First American Title Insurance Company (the "Company") agrees, subject to the Conditions and Exclusions set forth below, to reimburse you for actual loss not to exceed the amount of the settlement funds deposited with the title insurance agent and incurred by you, the Seller/Lessor in connection with the closing of the Real Estate Transaction conducted by the title insurance agent of the Company provided:

- (A) A title insurance policy of the Company is issued in connection with the closing of the Real Estate Transaction;
- (B) You are to be the (i) Seller of an interest in land, or (ii) Lessor of an interest in land; and
- (C) The aggregate of all funds you transmit to, or are to receive from the title insurance agent for the Real Estate Transaction does not exceed \$2,000,000.00 on a nonresidential transaction; and provided the loss arises out of:
 - 1. Failure of the title insurance agent to comply with your written closing instructions to the extent that they relate to (a) the status of the title to that interest in land or including the obtaining of documents and the disbursement of funds necessary to establish the status of title, or (b) the obtaining of any other documents, specifically required by you, but only to the extent the failure to obtain the other documents affects the status of the title to that interest in land and not to the extent that your instructions require a determination of the validity, enforceability or the effectiveness of the other documents, or

Validation Code: 18f35854-33e0-48

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

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



First American Title™

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

Conditions and Exclusions:

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

Validation Code: 18f35854-33e0-48

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

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



First American Title™

3. The title insurance agent is the Company's agent only for the limited purpose of issuing title insurance policies. The title insurance agent is not the Company's agent for the purpose of providing other closing or settlement services. The Company's liability for your losses arising from closing or settlement services is strictly limited to the protection expressly provided in this Closing Protection Letter. Any liability of the Company for loss does not include liability for loss resulting from the negligence, fraud or bad faith of any party to the Real Estate Transaction other than the title insurance agent pursuant to this Closing Protection Letter; the lack of creditworthiness of any borrower connected with the Real Estate Transaction, or the failure of any collateral to adequately secure a loan connected with the Real Estate Transaction. However, this letter does not affect the Company's liability with respect to its title insurance binders, commitments or policies issued by the title insurance agent in connection with the Real Estate Transaction
4. You must promptly send written notice of a claim under this letter to the Company at its principal office, First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, CA 92707. The company is not liable for a loss if the written notice is not received within one year from the date of the closing. from the date of the closing.

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

First American Title Insurance Company

BY:

Phillip Sholar, SVP, Director of Underwriting

Validation Code: 18f35854-33e0-48

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

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

SECURITY FEATURES INCLUDE TRUE WATERMARK PAPER, HEAT SENSITIVE ICON AND FOIL HOLOGRAM.

AMERICAN TITLE GUARANTY, INC.
TRUST/ESCROW
2045 ABERDEEN CT., SUITE B
SYCAMORE, IL 60178
815-756-3611

RESOURCE BANK, N.A.
555 Bethany Road
DeKalb, IL 60115
70-1435/719

200451

00031235A
Closing Proceeds

Sixty Thousand Four Hundred Seven and 00/100

Dollars

DATE

AMOUNT

May 10, 2021

\$ *****60,407.00

VOID AFTER 180 DAYS

PAY
TO THE
ORDER
OF:

City of DeKalb
164 E Lincoln Hwy
DeKalb, IL 60115



Dana L. Hammer
AUTHORIZED SIGNATURE

Details on Back
Security Features Included