ATTORNEYS' TITLE GUARANTY FUND, INC.

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2007 JULY-AUGUST VOLUME 31

NEWSMAKERS

FORMER ATG® BOARD MEMBER SCHUSTER NAMED ASSOCIATE JUDGE


Naomi H. Schuster

ATG congratulates **Naomi H. Schuster**, Palos Heights, Illinois, ATG member and former member of the ATG Board of Directors, who was recently sworn in as an Associate Judge of the Circuit Court in Cook County.

Ms. Schuster was admitted to the Bar in 1978 and has been a general practice solo practitioner in Palos Heights since 1992. She was previously a partner with the law firm of Sosin & Schuster. Her main areas of practice included elder law, estate planning, civil and commercial litigation, and real estate. She joined ATG in 1984 and was elected to the ATG Board in 2005. She also served on the board of directors of the Illinois Real Estate Lawyers Association (IRELA) prior to being named to the circuit court.

Her career includes serving as president of the Southwest Bar Association in 1998, chair of the Fellows of the Illinois Bar Foundation, two-term Assembly delegate, past chair of the Elder Law Section Council and the General Practice Section Council, and a former board member of the Coalition of Suburban Bar Associations and Women's Bar Association of Illinois. She is a frequent lecturer and author at Illinois State Bar Association programs and at programs for the Illinois Institute of Continuing Legal Education.

The new judges were chosen from a pool of 242 candidates. The Alliance of Bar Associations and the Chicago Bar Association evaluated the candidates; finalists were interviewed by a nine-member nominating committee. Each associate judge will serve a four-year term.

ATG® OFFICES CHANGING ADDRESSES

Oak Lawn Office — Effective June 25, 2007

To better serve our members, we have relocated our Oak Lawn office. The new address is:

4042 West 111th Street
Oak Lawn, IL 60453-5703

The phone/fax numbers remain the same: 708.952.5031; Fax: 708.952.7119.

Champaign Office — Effective August 1, 2007

The Champaign office isn't actually moving, we've been annexed by the neighboring town of Savoy! Our new street address will be:

2102 Windsor Place
Savoy, IL 61874

Our mailing address and phone/fax numbers remain the same: P.O. Box 9136, Champaign, IL 61826-9136; 217.359.2000; Fax: 217.359.2014.

Click "Contact Us" on our website, www.atgf.com, to generate a map and directions to any of our offices.

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REMINDER: REQUEST PRIOR POLICIES ON-LINE

ATG members can request a copy of an ATG prior policy issued after 1992. Click "Request a Prior Policy" or "Prior Policy Search (beta)" under *HOW TO...* on the member section of www.atgf.com. You will need the PIN, the buyer name, or the seller name.

Contact Suzy Auteberry, 217.403.0130 or sauteberry@atgf.com, for your password access.

Register for
ATG SUMMER 2007 EDUCATIONAL PROGRAMS
Click "ATG Legal Education" at www.atgf.com for more information.

ARTICLES

DEFECTIVE OR NONEXISTENT ACKNOWLEDGMENTS

Many documents that must be signed at closing require a notary seal, which is the usual method for acknowledging a document. However, many deeds, mortgages, and other title documents either fail to contain any acknowledgment, or contain a defective acknowledgment. This article identifies proper acknowledgments and explains the effect of an improper acknowledgment or a document with no acknowledgment at all.

Illinois

In Illinois, an acknowledgment is defined in the following way: "(1) that the person acknowledging appeared before the person taking the acknowledgment; (2) that he acknowledged he executed the instrument; (3) that the person acknowledging executed the instrument with proper authorization and for the purpose stated; and (4) that the person taking the acknowledgment either knew or had satisfactory evidence that the person acknowledging was the person named in the instrument or certificate." 765 ILCS 30/6.

A certificate of acknowledgment must be substantially in the following form:

> State of [name of state]
> ss.
> County of [name of county]
>
> I [name and official title of officer] certify that [name of grantor, and if acknowledged by the spouse, his or her name, and add "his or her spouse"] personally known to me to be the same person whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed and delivered the instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.
>
> Dated [insert date]
> [Signature of officer]
> [Seal]
>
> 765 ILCS 5/26

The statutory short forms of acknowledgment for individuals, corporations, partnerships, attorneys, public officers, trustees, and personal representatives are also sufficient. 765 ILCS 30/7.

Under Illinois law, the certificate of acknowledgment must state the fact of acknowledgment. *Short v Conlee*, 28 Ill 219, 229 (1862). In *Short*, the plaintiff claimed that the certificate of acknowledgment substantially complied with the statutory requirements. The certificate did not state that it was an acknowledgment or that the preparer witnessed the parties execute the deed. The court said that omission of the fact of acknowledgment rendered the acknowledgment invalid. See also *Dawson v Hayden*, 67 Ill 52, 54 (1873). (Grantor's statement that the deed was his act was sufficient acknowledgment.)

Furthermore, the preparer of the certificate must verify the identity of the person making the acknowledgment. *Livingston v Kettelle*, 6 Ill 116, 118 (1844). The purpose of the acknowledgment requirement is to prevent impersonation. Thus, a certificate that states that the "above named mortgagor" appeared before the preparer is sufficient for this purpose.

In one case, the Illinois Supreme Court considered whether a bond that was recorded, but not acknowledged, constituted constructive notice to *bona fide* purchasers. *Reed v Kemp*, 16 Ill 445, 450 (Ill 1855). The Court said that an unacknowledged and recorded instrument is

constructive notice to *bona fide* purchasers, but that the validity of the unacknowledged instrument must be proved under common law rules of evidence. Unacknowledged instruments serve only as notice, not as evidence of validity. See also *Barnett v Barnett*, 284 Ill 580, 587, 120 NE 532 (Ill 1918).

These principles have now been codified in the Conveyances Act, 765 ILCS 5/31, which requires that recorded, unacknowledged instruments provide constructive notice but cannot be read into evidence until the execution has been properly proven.

Indiana

In Indiana, the grantor of a conveyance or mortgage of real property must acknowledge the conveyance or mortgage before it can be recorded. IC § 32-21-2-3. The certificate of acknowledgment must be written on or attached to the deed. IC § 21-21-2-9. The certificate must be in substantially the same form as the following: "Before me, ... (judge or justice, as the case may be) this day of _____, ... acknowledged the execution of the annexed deed (or mortgage, as the case may be)." IC § 32-21-2-7.

If the acknowledgment is defective or non-existent, the conveyance or deed is valid only between the parties and is not constructive notice to a *bona fide* purchaser. See *In re Sandy Ridge Oil Co*, 510 NE2d 667, 671 (Ind 1987). Courts have considered defective acknowledgments in several contexts. The general rule is that "a proper acknowledgment must provide the identity of the acknowledgers, and state that they are the same parties that executed the underlying instrument as well." *In re Baldin*, 135 B R 586, 596 (Bankr ND Ind 1991). So, the omission of a mortgagor's signature on the certificate of acknowledgment renders the acknowledgment defective, but the omission of the preparer's signature does not. Compare *Haverell Distributing, Inc v Haverell Mfg, Corp*, 115 Ind App 501, 58 NE2d 372, 374-75 (Ind Ct App 1944) with *In re Sandy Ridge Oil Co, Inc*, 510 NE2d 667, 671 (Ind 1987).

Recently, a court held that a certificate of acknowledgment that did not identify the person whose signature was to be acknowledged was defective. *Stubbs v Chase Manhattan Mortgage Corp*, 330 B R 717, 730 (Bankr ND Ind 2005). In that case, a bankruptcy trustee sought to avoid a mortgage under Bankruptcy Code Section 544(a)(3), which allows the trustee to avoid debts and obligations for which a *bona fide* purchaser of real estate would not be liable. The acknowledgment on the mortgage included the signature of the mortgagor and a witness but did not identify the mortgagor, which is a defective acknowledgement under Indiana Code Section 32-21-2-7.

Further, the court could not infer that the person who signed the acknowledgment was the mortgagor because a witness had also signed the acknowledgment. Although the mortgage was recorded, because of the defective acknowledgment, the mortgage failed to provide constructive notice under Indiana law. As a result, the court found that the mortgage met the requirements for the trustee to avoid it.

Wisconsin

In Wisconsin, the preparer of an acknowledgment must also verify the identity of the person making the acknowledgment. Wis Stat § 706.07(2)(a). The preparer "must determine, either from personal knowledge or from satisfactory evidence, that the person appearing before the officer and making the acknowledgment is the person whose true signature is on the instrument." *Id.* The preparer must sign and date the acknowledgment, and identify the jurisdiction in which the acknowledgment is performed and the title of the preparer. § 706.07(7)(a). The following form of acknowledgment is sufficient for an individual:

> State of [name of state]
> County of [name of county]
>
> This instrument was acknowledged before me on [date] by [name(s) of person(s)].
>
> [Signature of notarial officer]
> [Seal, if any]
> Title [and Rank]
> My commission expires: _____
>
> § 706.07 (8)(a)

The following form of acknowledgment is sufficient for a person acting in a representative capacity:

> State of [name of state]
> County of [name of county]
>
> This instrument was acknowledged before me on [date] by [name(s) of person(s)] as [type of authority (e.g., officer, trustee, etc.)] of [name of party on behalf of whom instrument was executed].
>
> [Signature of notarial officer]
> [Seal, if any]
> Title [and Rank]
> My commission expires: _____
>
> *Id.* § 706.07 (8)(b)

If an acknowledgment is defective or non-existent, the deed or other instrument is not entitled to be recorded, and so, is not valid against *bona fide* purchasers. *Girardin v Lampe*, 58 Wis 267, 270-71, 16 NW 614 (Wis 1883). In one case, the Wisconsin Supreme Court considered the validity of a certificate of acknowledgment that bore the seal of the preparer, but did not indicate the preparer's authority to take the acknowledgment. The court stated the general rule:

> [I]n order to be constructive notice to subsequent purchasers, the record of a deed, or other instrument in writing, which is entitled to be recorded by the laws of this state, affecting the title to real estate, must show upon its face that the instrument recorded was so executed and acknowledged as to be entitled to record; and if the record fails to show all the things necessary to entitle it to record, the record is of no effect as to those having no actual knowledge of its existence; and proof that the instrument was in fact so executed and acknowledged as to entitle it to record, does not change the effect to be given to the record.
>
> *Id.* at 270-71

A certificate of acknowledgment entitles a deed or other instrument to be recorded so the certificate itself must be valid. The certificate must show that the deed or instrument was validly executed by the parties and that the execution was acknowledged. Thus, the court found that the seal alone was not sufficient for a valid certificate of acknowledgment.

Conclusion

In Illinois, unacknowledged conveyances must be proven in court to be entered into evidence, but can still be valid as between the parties and can still impart constructive notice if recorded. In Indiana and Wisconsin, unacknowledged conveyances do not constitute notice to *bona fide* purchasers for value, even if recorded, and therefore may be unenforceable as to later creditors or owners in the chain of title. Thus, real estate practitioners must take extra care in reviewing acknowledgements to conveyances affecting Indiana and Wisconsin real estate.

CASENOTES

***Casenotes** includes short case summaries broken down by state and topic. In this manner, we hope to report recent developments more fully and more promptly. A summary marked with ➲ designates a case of particular importance.*

ILLINOIS:

Merger Doctrine

Czarobski v Lata, 371 Ill App 3d 346, 862 NE2d 1039, 308 Ill Dec 836 (1st D 2007).

Facts: On September 24, 2005, Edward and Annette Czarobski (the Czarobskis) purchased a single-family home from Grzegorz and Anna Lata (the Latas). Under the terms of the real estate contract, general real estate taxes were to be prorated as of the closing date and, more specifically, "Prorations of general taxes shall be on the basis of 105% of the last ascertainable bill. If said bill is based on a partial assessment or on an unimproved basis for improved property, a written agreement (with escrow) for final proration when the complete assessment information is available from the County Assessor shall be signed at closing by the parties hereto." Basing the amounts on the 2003 real estate figure from the title commitment, and adding 5%, the Latas gave the Czarobskis real estate tax credits totaling $3,052.92 for 2004 and $4,076 for 2005.

After closing, the Czarobskis discovered that the 2003 bill was based on a partial assessment and filed a complaint, alleging that, "the discrepancy was a mutual mistake of fact or was known by the defendants and not disclosed." Claiming that they were unaware that any real estate taxes were based on a partial assessment, the Latas filed their answer and affirmative defense. Additionally, the Latas argued that no agreement was made at closing to account for any such taxes and filed a motion to dismiss under 735 ILCS 5/2-69, asserting that the merger doctrine applied to their agreement.

The trial court granted the Latas' motion, and the Czarobskis appealed, contending that the merger doctrine did not apply, because there was a mutual mistake as to a material fact. The Latas argued that the merger doctrine did apply, because the amounts at issue were a matter of public record.

Holding: Reversed and remanded. In regard to the merger doctrine, the general rule in Illinois is that, "a deed in full execution of a contract for sale of land merges the provisions of the contract into the deed and the deed becomes the only binding instrument." There are exceptions to the merger doctrine, however. The merger doctrine does not apply if one of the two conditions is present: "(1) the contract contains provisions collateral to and independent of the provisions of the subsequent deed; or (2) the evidence clearly and convincingly proves a misrepresentation or mutual mistake existed when the deed was delivered." The court focused on the second exception, in accordance with the Czarobskis' argument, and looked to the intention of the parties and the surrounding circumstances to determine whether the exception was available.

Neither party was aware that the amount of the last tax bill was based on a partial assessment. This, the court found, constituted a mutual mistake under the second merger doctrine exception. Therefore, this court held that the merger doctrine does not apply to the Czarobskis' action for real estate taxes and reversed the trial court's dismissal of their complaint.

Mortgages

Felix v Lakeshore Decaro, 864 NE 2d 890, 309 Ill Dec 649 (1st D 2007).

Facts: Genaro Felix (Felix) owned real property that was encumbered by two recorded mortgages. Subsequently, Lakeshore Decaro (Lakeshore) obtained and recorded a judgment lien for an arbitration award against the property. Felix then agreed to sell the property to Burke Chaney Builders (Burke Chaney). Burke Chaney obtained a mortgage loan from the First National Bank of Brookfield (the Bank) to buy the property.

The majority of the mortgage loan proceeds were used to pay Cook County real estate taxes on the property and to pay off the two preexisting mortgages. Felix received $36,798.23 in net proceeds from the sale. Prior to the sale, Burke Chaney and the Bank acquired title insurance from Stewart Title. However, the commitments and policies that Stewart Title issued to Burke Chaney and the Bank did not disclose Lakeshore's judgment.

After Felix sold the property to Burke Chaney, Lakeshore initiated a sheriff's levy sale of the property. Burke Chaney and the Bank petitioned the trial court to stay the sale. The trial court denied the motion, and Lakeshore purchased the property for $83,000. Stewart Title then redeemed the property and, as subrogee of Burke Chaney and the Bank, petitioned to allocate the proceeds of the redemption. It also filed a complaint in intervention, alleging that Lakeshore had been unjustly enriched. The trial court denied the motions.

Holding: Reversed and remanded. The court ordered the allocation of the redemption proceeds. It reasoned that the Bank's mortgage lien was superior to Lakeshore's judgment lien. The Bank's lien was subrogated to the lien positions of the two preexisting mortgages because the Bank's funds were used to pay off the mortgages and real estate taxes incurred on the property.

In addition, the court reversed the order denying Stewart Title's complaint in intervention. It reasoned that the trial court could determine on remand that Lakeshore was entitled to only part of the $83,000 that it received from the redemption of the property. Lakeshore may be entitled to only $36,798.23, the net proceeds from Felix's sale of the property. If the property was Felix's homestead, then Lakeshore may be entitled to only $29,298.23, which represents the difference between the net proceeds and the $7,500 homestead exemption.

INDIANA:

Mortgages

Hodges v Swafford, 863 NE2d 881 (Ind Ct App 2007).

Facts: Pursuant to a divorce property agreement term, Timothy Swafford (Swafford) approached several loan companies about refinancing the mortgage loan on his home. He was denied because of a prior bankruptcy filing and the impending foreclosure of the mortgage on his home.

Then, Swafford went to Indiana Mortgage Funding (IMF) and met with mortgage broker Hope Seitzinger (Seitzinger). His loan application, requesting $52,000, was denied. However, wanting to help, Seitzinger arranged for her brother, Reed Hodge, and his wife (the Hodges) to purchase Swafford's house and sell it back to him on land contract. Seitzinger prepared the land contract, originated a $57,400 mortgage loan for the Hodges to buy Swafford's home, and set up the closing date and time. Under the contract, Swafford was to buy back his home from the Hodges for $59,000, with interest at the rate of 8.5% per annum. Swafford was never informed that the Hodges were related to Seitzinger and the Hodges acknowledged that no disclosures regarding the transaction were offered to Swafford.

Additionally, the Hodges agreed to loan Swafford $4,000 for personal debts. He did not receive any additional money because of unexpected costs and fees attached to the loan. When Swafford asked Seitzinger for an explanation, she refused to provide one.

Swafford filed a complaint against the Hodges, Seitzinger, and IMF, alleging violations of the federal Truth-in-Lending Act (TILA), the federal Home Ownership and Equity Protection Act (HOEPA), the federal Real Estate Settlement Procedures Act (RESPA), the Indiana Deceptive Consumer Sales Act (DCSA), and the Indiana Loan Broker Act. Additionally, Swafford claimed fraud, fraudulent misrepresentation, constructive fraud, and equitable estoppel.

The trial court granted summary judgment in favor of IMF and ruled in favor of Seitzinger on all claims against her, except the TILA and HOEPA claims, finding that the Hodges were "creditors" under TILA and that the land contract was a "high cost loan" pursuant to HOEPA. Therefore, the Hodges were required to provide TILA disclosures to Swafford regarding the cost of the loan. The court also held that the Hodges violated RESPA and DCSA, but found in favor of the Hodges on the remaining claims. The Hodges appealed, alleging that no disclosures were required because TILA did not apply to this transaction.

Holding: Affirmed in part, reversed in part, and remanded. The court of appeals agreed with the trial court's judgment in favor of Swafford on the issues of TILA and HOEPA liability, finding the Hodges liable under both statutes.

For the Hodges to be held liable under TILA, they must fall within the statute's definition of "creditors." The important statutory language here is "any person who originates one or more such mortgages through a mortgage broker...." This court found that, through her actions, Seitzinger was a mortgage broker in this transaction and the Hodges were, therefore, "creditors" under TILA.

For the Hodges to be held liable under HOEPA, the land contract between the Hodges and Swafford must have been a "high cost loan." A "mortgage" subject to HOEPA is one in which "the total points and fees payable by the consumer at or before closing will exceed the greater of eight percent of the total loan amount or $400." Although Swafford paid nothing to the Hodges prior to the closing, he contended that a significant portion of the amount he was obligated to pay under the land contract was "points and fees" under HOEPA. Under HOEPA, "points and fees" include "all items required to be disclosed under 12 CFR § 226.4(a)-(b)," including finance charges. The value of the loan to Swafford was $39,514.17 and the cost of the loan was $19,485.83, resulting in a 49% finance charge, well above the percentage triggering HOEPA. Therefore, the court determined that the mortgage was a "high cost loan," under HOEPA.

The case was remanded on the issue of calculation of damages.

Title Insurance

Dreibelbiss Title Co, Inc v MorEquity, Inc, 861 NE2d 1218 (Ind Ct App 2007).

Facts: In 1998, MorEquity, a mortgage lender, loaned Robert and Karen Young $133,450 and took a mortgage on their home as security for that loan. MorEquity contacted Dreibelbiss Title Company (Dreibelbiss) to obtain a title insurance policy on the mortgage. Dreibelbiss discovered that Keybank already held two mortgages on the Youngs' home. Dreibelbiss contacted Keybank to determine how to pay off those existing mortgages to give MorEquity's lien first priority. Keybank sent Dreibelbiss instructions stating that written authorization from the Youngs was necessary to release the lien in addition to a payoff. Although Dreibelbiss paid off the mortgages, it did not provide such authorization. However, Dreibelbiss issued a title insurance policy to MorEquity that stated that MorEquity's lien had first priority. The policy also stipulated that MorEquity would give Dreibelbiss prompt notice of any claim made against MorEquity's lien.

The Youngs defaulted on their loans from Keybank, and Keybank foreclosed on their home in 2000. MorEquity consented to a default judgment stating that it was a subordinate lienholder of the home. However, MorEquity did not inform Dreibelbiss of the foreclosure or the default judgment until months after the events. MorEquity lost its principal amount of $131,552.99 because the sale of the home at a sheriff's sale did not yield enough proceeds to payoff any of its mortgage. MorEquity sued Dreibelbiss for breach of the title insurance policy. The lower court found that Dreibelbiss breached the policy. It awarded MorEquity $131,552.99 in damages, even though the bank's liens were less than this amount.

Holding: Affirmed. The court reasoned that although Dreibelbiss and MorEquity each breached the title insurance policy, Dreibelbiss did so first because it did not ensure that MorEquity's lien had first priority. Dreibelbiss' breach relieved MorEquity of its duty to inform Dreibelbiss of any claims involving the lien. The lower court's damage award was proper because Dreibelbiss did not "exercise reasonable care, skill, and diligence in effecting the insurance" and is liable for any damage resulting from that failure.

WISCONSIN:

Reformation

Jackman v Jahn, 2007 WI App 130 (Wis App Ct 2007).

Facts: Wilma Jahn owned two parcels of land, Lots 1 and 2. When she died intestate, her estate conveyed Lot 1 to her son Richard Jahn and Lot 2 to her son Dale Jahn. Attorney Kubasta helped Richard and Dale to create a stipulated estate settlement, which asserted that a certain well was located on Dale's property, Lot 2. The title company later informed Kubasta that it had discovered that a 0.18 acre parcel of land containing the well and part of a garage were actually located on Lot 1. However, the brothers took no action to reform the settlement.

Richard sold Lot 1 to the Jackmans in 1997. Their deed contained a property boundary line that placed the 0.18 acre parcel on Lot 2. The Jackmans never interfered with Dale's use of the well or garage and heard Dale declare on some occasions that the well and garage were located on Lot 2. In 2000, Richard executed a deed purporting to convey the 0.18 acre parcel to the Jackmans.

The Jackmans brought suit to require Dale and his wife to disconnect from the well and to move the garage off of the disputed area. Dale and his wife counterclaimed to reform the deed and to create a property line that placed the 0.18 acre parcel on Lot 1. The trial court reformed the deed.

Holding: Affirmed. The court reasoned that all parties involved in the estate conveyance made a mutual mistake because they believed that the garage and well were part of Lot 2. A court may reform a deed in this case if the rights of *bona fide* purchasers are not affected. The Jackmans were not *bona fide* purchasers of the disputed land because they had notice of Dale's claim to it. Thus, the trial court properly reformed the deed. In addition, the *laches* doctrine is inapplicable to this case because Dale reasonably believed that the problem had been resolved when Richard sold Lot 1 to the Jackmans in 1997, and because he always had full use of the disputed land.

Restrictive Covenants

Hall v Liebovich Living Trust, 2007 WI App 112 (Wis App Ct 2007).

Facts: Liebovich purchased lakefront property subject to a covenant dating back to 1946 prohibiting any home from being constructed within 125 feet of the low water line. Although Liebovich's deed and title policy did not contain the text of the restrictive covenant, they both referred to the recorded 1946 deed, which created the restrictive covenant. Liebovich tore down an existing house and began building a new one that encroached on the restricted area by less than twenty feet. His neighbors notified him that his new house violated the deed restriction. Liebovich continued building because he concluded that the new house was farther from the lake than the previous one had been. At that time, he and his predecessor had continuously violated the restrictive covenant for over 20 years.

The neighbors brought suit to enforce the restrictive covenant. The trial court ordered Liebovich to pay damages and enjoined him from further violating the restriction but refused to order an injunction requiring him to tear down the offending portion of the home.

Holding: Affirmed. The court reasoned that it would be inequitable to order an injunction. First, it would cost Liebovich $100,000 to $200,000 to tear down the portion of the new house that encroached on the restricted area, whereas the damage to the neighbors' interests if the offending portion were allowed to stand would be minimal. Second, Liebovich acted in good faith, and the neighbors delayed in protesting the construction. Third, Liebovich did have constructive notice of the restriction. Finally, he and his predecessor had not obtained a right to violate the restriction by prescription because one can not gain such a right in one's own land. A prescriptive right to use land can be gained only through the "[c]ontinuous adverse use of rights in real estate of *another* for at least 20 years [emphasis added]."

NEWSMAKERS continued from page 25

MEMBER KUPPLER HONORED BY PEORIA BAR

ATG congratulates member **Karl B. Kuppler** of Hasselberg, Rock, Bell & Kuppler, Peoria, Illinois, who received the Peoria County Bar Association's Distinguished Community Service Award during its 99th annual Lincoln Memorial Banquet. The award recognized his exemplary dedication to community volunteerism.

His nominator and law partner, Gregory S. Bell, noted that through his volunteerism, Mr. Kuppler has made a difference in Peoria with quiet, capable leadership, talent, and vision. "Our community, legal and non-legal, is a better place as a result of Karl's decision to locate in Peoria," said Bell at the dinner where Mr. Kuppler received a placque commemorating his achievement.

Mr. Kuppler has been a member of ATG since 1994. He graduated from the University of Illinois College of Law in 1981. His career includes ISBA Estate Planning, Probate, and Trust section member, past president of the Central Illinois Estate Planning Council, former vice chair of the Tax Committee of the ABA General Practice section. He participates in several local organizations, including president of the Peoria Symphony Orchestra, vice president and president of the Crittenton Care and Counseling Center board, American Red Cross Planned Giving and Estate Planning Committee member.

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**Issued and remitted at least one policy during the current year.*

CALENDAR

Check www.atgf.com for event details.

JULY

4 Independence Day, *all ATG offices closed*

10 ATG Trust Legal Ed *Connect* Program: Trust Administration and Trustee Selection; on-line program

11 ATG Legal Ed *Connect* Program: Fraud in Real Estate Transactions; on-line program

AUGUST

1, 8 ATG Legal Ed *Connect* Program: Basic Commercial Underwriting; on-line program

8 CFC Educational Program: Basic Loan Origination; CFC Office, Lombard, Ill.

14 ATG Trust Legal Ed *Connect* Program: Investing as a Fiduciary; on-line program

SEPTEMBER

3 Labor Day, *all ATG offices closed*

5 CFC Educational Program: Advanced Loan Origination; CFC Office, Lombard, Ill.

5, 12 ATG Legal Ed *Connect* Program: New Construction; on-line program

13 ATG Educational Program: Real Estate Fundamentals 3: The Closing Process; Radisson Hotel of Greater Milwaukee, Pewaukee, Wis.

20 ATG Educational Program: Real Estate Fundamentals 3: The Closing Process; Madison Marriott West, Middleton, Wis.

OCTOBER

3 CFC Educational Program: Basic Loan Origination; CFC Office, Lombard, Ill.

3 ATG Educational Program: Real Estate Fundamentals 3: The Closing Process; Four Points by Sheraton, Fairview Heights, Ill.

NOVEMBER

7 CFC Educational Program: Advanced Loan Origination; CFC Office, Lombard, Ill.

7, 14 ATG Legal Ed *Connect* Program: Ethics for Real Estate Practitioners; on-line program

22, 23 Thanksgiving Day Weekend, *all ATG offices closed*

DECEMBER

5 CFC Educational Program: Basic Loan Origination; CFC Office, Lombard, Ill.

5, 12 ATG Legal Ed *Connect* Program: 1099 Compliance: Reporting Sales Proceeds to Sellers and the IRS; on-line program

25 Christmas Day, *all ATG offices closed*

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